



Deaf Lemon

Performance Agreement

VENUE COPY

This is an agreement between the members of:

Deaf Lemon (The Band)

and:

_____ (The Venue).

Date of Performance: _____ / _____ / _____

The bands performance will comprise of at least _____ 'sets'

Each set will be of no less than _____ minutes duration and

Separated by breaks of up to _____ minutes.

The performance will commence at: _____ PM / AM

The performance will conclude by: _____ PM / AM

Performance Fee Comprising: please tick and cross where appropriate when negotiating fee

- | | |
|---|-----------------------------------|
| GST Invoice required or Cash | Invoice / Cash |
| Agreed Performance Fee (excluding GST if Invoiced) | <input type="checkbox"/> \$ _____ |
| Complimentary non-alcoholic drinks for band members | <input type="checkbox"/> |
| A capped bar tab (bar is responsible for terminating if exceeded) | <input type="checkbox"/> \$ _____ |
| Complimentary meals prior to performance | <input type="checkbox"/> |
| Accommodation on night of performance if required | <input type="checkbox"/> |

Sound System & Lighting provided by venue / included in performance fee

Flights and transport costs provided by venue / included in performance fee

Signed for and on behalf of The Band: _____ / /

Signed for and on behalf of The Venue: _____ / /

Terms and Conditions

Cancellation without cause

In the event that the performance is cancelled within 5 days of the performance without reasonable cause, the cancelling party will be liable for 50% of the agreed performance fee unless such cancellation is a result of an Act of Nature (including fire, flood, earthquake, storm or other natural disaster), flight delay or cancellation, serious illness, family death or accident.

Neither party shall be liable for any other costs or losses incurred as a result of cancellation.

Insurance and Liability

The Venue is responsible for replacement of any equipment or property wilfully damaged or stolen by the Venues staff or Patrons while on the premises.

The Venue will ensure that adequate security personnel are employed to control the Venues patrons and maintain the safety and security of The Band and equipment.

The Band will take all reasonable steps to secure all equipment to minimise the risk of damage or theft and shall at all times ensure that equipment is operated and installed safely.

The Band or representing agent is responsible for any damage to the Venues property caused by a member of the band.

All parties shall take reasonable duty of care to ensure the safety of the Venues Staff, Patrons and members of The Band at all times.

In the event that either party believe that the safety of The Venues Staff, Patrons or a member of The Band is at risk during or prior to the performance, the performance may be suspended until such time as the risk to safety is addressed. If the risk to safety cannot be addressed within 1 hour, the performance may be terminated. If terminated, The Venue will be liable for a minimum of the direct costs incurred by The Band or 25% of the performance fee (whichever is the greater) and a maximum of the percentage of the agreed fee equivalent to the percentage of the performance completed up to the point of termination.

Variations

The parties may negotiate in good faith, a variation to start time, end time or length of performance and performance fee if the circumstances of the event change, providing mutual agreement can be reached. In the event that mutual agreement cannot be reached, the original terms of this agreement shall remain in place.



Deaf Lemon

Performance Agreement BAND COPY

This is an agreement between the members of:

Deaf Lemon (The Band)

and:

_____ (The Venue).

Date of Performance: _____ / _____ / _____

The bands performance will comprise of at least _____ 'sets'

Each set will be of no less than _____ minutes duration and

Separated by breaks of up to _____ minutes.

The performance will commence at: _____ PM / AM

The performance will conclude by: _____ PM / AM

Performance Fee Comprising: please tick and cross where appropriate when negotiating fee

- | | |
|---|-----------------------------------|
| GST Invoice required or Cash | Invoice / Cash |
| Agreed Performance Fee (excluding GST if Invoiced) | <input type="checkbox"/> \$ _____ |
| Complimentary non-alcoholic drinks for band members | <input type="checkbox"/> |
| A capped bar tab (bar is responsible for terminating if exceeded) | <input type="checkbox"/> \$ _____ |
| Complimentary meals prior to performance | <input type="checkbox"/> |
| Accommodation on night of performance if required | <input type="checkbox"/> |

Sound System & Lighting provided by venue / included in performance fee

Flights and transport costs provided by venue / included in performance fee

Signed for and on behalf of The Band: _____ / /

Signed for and on behalf of The Venue: _____ / /

Terms and Conditions

Cancellation without cause

In the event that the performance is cancelled within 5 days of the performance without reasonable cause, the cancelling party will be liable for 50% of the agreed performance fee unless such cancellation is a result of an Act of Nature (including fire, flood, earthquake, storm or other natural disaster), flight delay or cancellation, serious illness, family death or accident.

Neither party shall be liable for any other costs or losses incurred as a result of cancellation.

Insurance and Liability

The Venue is responsible for replacement of any equipment or property wilfully damaged or stolen by the Venues staff or Patrons while on the premises.

The Venue will ensure that adequate security personnel are employed to control the Venues patrons and maintain the safety and security of The Band and equipment.

The Band will take all reasonable steps to secure all equipment to minimise the risk of damage or theft and shall at all times ensure that equipment is operated and installed safely.

The Band or representing agent is responsible for any damage to the Venues property caused by a member of the band.

All parties shall take reasonable duty of care to ensure the safety of the Venues Staff, Patrons and members of The Band at all times.

In the event that either party believe that the safety of The Venues Staff, Patrons or a member of The Band is at risk during or prior to the performance, the performance may be suspended until such time as the risk to safety is addressed. If the risk to safety cannot be addressed within 1 hour, the performance may be terminated. If terminated, The Venue will be liable for a minimum of the direct costs incurred by The Band or 25% of the performance fee (whichever is the greater) and a maximum of the percentage of the agreed fee equivalent to the percentage of the performance completed up to the point of termination.

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