

# ***Matt Black Entertainment***

0400 282 058

hiremattblack@gmail.com

www.hireamusician.com.au

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## **Performance Agreement**

<b>Agreement No.</b>	214
<b>Performance Date</b>	04-Jan-20
<b>Performer</b>	The Matt Black Band
<b>Client</b>	John Sample
<b>Client Phone</b>	0400 100 100
<b>Client Email</b>	johnsample@email.com
<b>Event Type</b>	Cocktail wedding reception for 150 people
<b>Venue</b>	Example Estate Receptions
<b>Venue Address</b>	1 Sample Rd Exampleton
<b>Venue Phone</b>	9500 0000
<b>Setup Period</b>	3:30 - 6:00pm
<b>Call Period</b>	6:00 - 11:00pm
<b>Production</b>	Standard PA & Lighting
<b>Total Fee</b>	\$2,000.00
<b>Deposit Amount</b>	\$400.00
<b>Balance Due</b>	03-Jan-20
<b>Pay Balance By</b>	EFT

## Booking Terms and Conditions - Matt Black Entertainment

1. This Agreement constitutes a written understanding of a booking between Performer and Client. If any of the above information is inaccurate or unclear, please notify the Performer upon receipt of Agreement.
2. Payment of Deposit constitutes confirmation of this Agreement. Deposits are non-refundable, except in the case of Performer cancellation.
3. If paying balance by bank transfer, full cleared payment must be received by Performance Date. If payment in full (cleared funds) has not been received by the Performance Date, Matt Black Entertainment may terminate the Agreement, with the Deposit remaining payable. If paying balance by cash, payment to be made on Performance Date, prior to commencement of Performance.
4. The Client acknowledges that any additional services requested of Matt Black Entertainment not specified in the Agreement, including (but not limited to) MC (Master of Ceremonies) services, may incur additional charges.
5. Matt Black Entertainment reserves the right to provide a replacement performer in the event that the Performer is unable to attend the performance.
6. Matt Black Entertainment may use still and video photography taken at the event for promotional reasons, including (but not limited to) the world wide web and social media platforms. The Client may notify Matt Black Entertainment at any time prior to the Performance Date if they do not wish for still and video photography to be used in this manner.
7. The Client is to provide one free parking space per performer, within reasonable proximity to the venue, for the duration of the event. A surcharge may apply where free parking not provided.
8. The Client shall ensure that one (1) meal per performer is provided for events with Call Periods of five (5) hours' duration or greater.
9. The Client may be required to provide suitable accommodation for Matt Black Entertainment performers for nighttime events greater than two (2) hours' travel time by car from Melbourne 3000. A surcharge may apply where accommodation not provided.
10. The Client shall ensure that clear access to the performance space is provided to Matt Black Entertainment and its contractors for the entire Setup Period.
11. The Client shall ensure that a designated and exclusive performance space will be made available to Matt Black Entertainment from the commencement of the Setup Period to the end of the performance, and at all times in between. For bookings incorporating the Standard PA System, the Client shall ensure that the entire performance space is situated under appropriate shelter from inclement weather. Shelter is not required for performances using the Portable PA System.
12. The Client shall provide adequate space for the performance: for Solo, Duo, and DJ bookings, a space of minimum four (4) metres wide by two (2) metres deep; for Trio bookings, a space of five (5) metres wide by two (2) metres deep; for Band bookings, a space of six (6) metres wide by two (2) metres deep. If insufficient space provided, the Client must notify Matt Black Entertainment at least seven (7) days prior to the Performance Date, and Matt Black Entertainment will be entitled to provide a smaller PA system, and/or reduced lighting and effects, and/or a reduced number of musical instruments, at their sole discretion, the Total Fee remaining payable.
13. For bookings incorporating the Standard PA System, the performance space shall be in a location reasonably proximate to two (2) separate 10 amp electrical power points for nighttime events, and one (1) 10 amp electrical power point for daytime events, which shall be set aside for the exclusive use of Matt Black Entertainment. If power is provided by a generator, a minimum 25A or 6KW of power for nighttime events and 12.5A or 3KW of power for daytime events shall be allocated for the sole use of Matt Black Entertainment for the entire Setup Period and Call Period. Power is not required for the Portable PA System.
14. The Client shall inform Matt Black Entertainment of any noise restrictions, sound limiting, or requirements regarding the provision and operation of professional audio and lighting equipment at the Venue. Matt Black Entertainment reserves the right to terminate the Agreement if this information is not provided prior to confirmation of the Agreement, the Deposit remaining payable.
15. The Client shall ensure that during the Call Period, no person, guest, or member of the audience, interferes with, handles, adjusts, changes, or moves any equipment installed or placed in the performance space by Matt Black Entertainment, except with the consent of Matt Black Entertainment, and shall not request or require Matt Black Entertainment to move, adjust, or change the position of any equipment.
16. The Client shall ensure that Matt Black Entertainment can pack down and load out immediately after the Call Period, unless otherwise agreed by Matt Black Entertainment or its contractors.
17. Extension of the Call Period can be negotiated with the Performer during the Call Period, and is payable in cash at the Performer's discretion.
18. If Matt Black Entertainment in their opinion considers the performance area unsuitable, unsafe, or inappropriate, for any reason whatsoever including (but not limited to) inadequate electrical provision, the application of sound limiting or metering equipment that cuts power, lack of appropriate shelter from inclement weather including rain, sun, sleet, snow, wind or extreme temperature, an unstable, dangerous or inappropriate work platform, inappropriate conduct of the audience and/or lack of appropriate supervision from venue staff or security, Matt Black Entertainment is entitled to refuse to perform or (if the performance has commenced) cease the performance and shall not be obliged to perform or continue performance unless the situation is remedied to the satisfaction of Matt Black Entertainment, the Total Fee remaining payable.
19. The Client shall ensure that all laws, regulations, licenses (including liquor licenses), by-laws, agreement and similar matters relating to or affecting the Venue and the function are complied with at all times by the Client and all employees, agents, contractors, guests, invitees, customers and patrons of and to the Client. Failure to do so shall entitle Matt Black Entertainment to terminate the performance, the Total Fee remaining payable.
20. The Client will be responsible for satisfying any demands of the Australian Performing Rights Association in relation to any royalties which may be claimed by that body for the music to be used at the performance.
21. The Client indemnifies Matt Black Entertainment in respect of any loss, damage or costs suffered or caused by reason of the Client's failure to comply with any of the terms of this Agreement, the conduct of the audience or any other person at the function or any other matter whatsoever not caused directly by Matt Black Entertainment or conduct of Matt Black Entertainment.