



## Singer, Songwriter, Possibility Speaker

### RAY HOWARD PERFORMANCE AGREEMENT

#### Agreement between:

#### CLIENT:

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

#### Contact:

Name \_\_\_\_\_

Contact number \_\_\_\_\_

**AND**

#### PERFORMER:

**RAY HOWARD  
1894 Commercenter West Suite 304  
San Bernardino, CA 92408  
951-203-5824**

**AGREEMENT TO ENGAGE PERFORMER** The Client agrees to engage the Performer on the terms of this agreement

**1(a) Appearing as: RAY HOWARD**

**2(b) To Perform:** \_\_\_\_\_

Specifics of performance (i.e. length of performance, special songs, etc...)

**3(c) The performance will be *Live Vocals over Backing Tracks*** (unless otherwise specified)

#### PERFORMANCE VENUE AND TIMES

**2(a) VENUE:** \_\_\_\_\_

**2(b) DATE:** \_\_\_\_\_

**2(c) START TIME** \_\_\_\_\_

#### TRAVEL: TRANSPORT, ACCOMMODATION AND MEALS

Not Applicable

As follows: \_\_\_\_\_

#### CONFIRMATION OF PERFORMANCE

A booking is not confirmed by the Performer until in receipt of signed contract with a deposit of not less than ½ or the agreed upon amount. The Client agrees to confirm performance by return of signed copy of the contract (via mail, email or fax) and deposit (electronic deposit or Paypal) at least 14 days before the performance date.

#### CANCELLATION OF PERFORMANCE

The performance may only be cancelled by written notice received by the other party, no less than **14** days before the performance date/s. Deposit and any incurred travel costs are non-refundable in the event of cancellation if less than the above specified time. If any performance is cancelled without proper written notice the performance stands as confirmed and the full Final Total is payable immediately by the Client. (The Performer may cancel at any time if unable to perform due to sickness, injury, transport problems, weather conditions or anything beyond their control, and is liable to repay any amounts paid by the Client prior to the Performer cancelling).

#### PAYMENT

**Final Total:** \_\_\_\_\_

**Deposit of:** \_\_\_\_\_

Electronic payments may be made at: <http://mvdspeaker.com/book-ray-howard.html>

ALL CHECKS SHOULD BE MADE OUT TO **RAYMOND HOWARD**

**The Engagement:** The Performer and personnel will follow all reasonable instructions relating to the proper and lawful conduct of the Client's business. All instructions will be conveyed through the **Ray Howard** to the personnel.

**Payment:** Unless agreed otherwise (set out in Special Conditions below) payment of the full balance of the Final Total is to be made to the Performer within 30 minutes of the conclusion of the performance.

**Set Up and Load Out:** The Client will provide the Performer and personnel with reasonable access to the venue before the performance to load in, set up, do sound checks and load out after the performance. The Client will provide secure onsite parking for the Performer and personnel.

**Staging:** The Client will provide safe working conditions and ensure all equipment and facilities are in good working order. The Client will be in compliance with all statutory requirements (including adequate staging with protection from sun and bad weather) and will obtain all permits, insurances, consents and licenses necessary for the performance.

**Power supply:** The Client will provide safe and adequate power supplies operated by competent persons in accordance with all statutory requirements. If any of the Performer's or the personnel's instruments or equipment is damaged by malfunction or improper operation of the power supply the Client will reimburse any cost incurred to repair or replace the instruments or equipment.

**Merchandise:**

- Not Applicable*
- As follows:* \_\_\_\_\_

**Delay, Interruptions & Finish:** If a performance is delayed, interrupted or finishes early as a consequence of any act or omission of the Client or due to weather conditions, then the Client remains obligated to pay the full Final Total. The Performer is not obliged to continue past set finishing time unless both parties (Client and Performer) agree.

**Artistic Control:** The Performer will have control of the artistic content of the performance and the people comprising the band.

**Indemnity:** The Client indemnifies the Performer and personnel against all claims, including costs, legal and otherwise, by the Client and the Client's employees, agents, contractors, patrons, licensees or any other who as a result of the performance/s or cancellation of performance/s suffers any loss or damage of any nature.

**Dispute Resolution:** The parties agree that the courts of the State of California have exclusive jurisdiction to determine disputes in relation to this contract. No party will institute legal proceedings unless reasonable steps are first taken to settle any dispute by negotiation.

**Notices:** All dispute notices will be in writing and sent to the addresses noted on the front page for Client and for the Performer.

**Special Conditions:**

- Not applicable*
- As follows:* \_\_\_\_\_

**SIGNED** \_\_\_\_\_ **(Client)** \_\_\_\_\_  
 by or on behalf of PRINT NAME SIGNATURE DATE  
 (The signature of the Client warrants that they have authority to enter this agreement on behalf of the Client)

**SIGNED** Ray Howard **(Performer)** \_\_\_\_\_  
 by or on behalf of PRINT NAME SIGNATURE DATE