

# Lemongrass Acoustic Trio Performance Contract and Service Agreement

Client Information:	<b>Event Details:</b>
Name:	Date:
Address:	Time: to
	Venue:
Phone:	
Email:	
The undersigned, hereinafter referred	to as the Client, hereby engages
Lemongrass Acoustic Trio, hereinafter re-	ferred to as the Band, to provide live
musical entertainment services for the Clien	t's event as specified above.
The <b>Band</b> consists of:	
- Jason Miranda (guitar, voice)	
- Malaika de Souza (voice)	
- Ajoy D'Silva (keyboard, voice)	
PAYMENT TERMS	
The Client agrees to pay the Band a total fee	of ₹, to be paid as follows:
A <u>non-refundable</u> deposit of ₹	_ (20%) is due upon signing this contract.
This will be the confirmation of the <b>Band's</b> s	ervices for the event.
The remaining balance of ₹	(80%) is due no later than the event date.
Please note that the <b>Band</b> will not begin the credited.	

Payment details provided on page 5.

**Disclaimer**: The **Band** will not be obligated to charge the same fees for multiple clients. Each performance fee shall be re-negotiated to best reflect the requirements of the **Band** and the event in question.

#### **CANCELLATION POLICY**

In case of <u>voluntary</u> cancellation by the **Client**, the following terms will apply:

- 1. The deposit amount of 20% is <u>non-refundable</u>, except in case of 'force majeure' (see below).
- 2. If the cancellation occurs within <u>7</u> days of the scheduled performance, the **Client** is responsible for paying the full agreed-upon fee.
- 3. In case of <u>changing</u> the event date and not cancelling the performance, moving the event <u>7 days or less</u> from the originally scheduled date will be acceptable. Moving the event date by more than 7 days will constitute a <u>new</u> event (and cancellation of the original one), for which a new contract will be signed and the deposit paid again to secure the **Band's** services.
- 4. All fixed costs and cancellation/rescheduling fees (transport, hotels, etc.) will be borne by the **Client**.

In case of <u>involuntary</u> cancellation by the **Client** or the **Band** due to unforeseen circumstances such as acts of nature, illness/death, government regulations, strikes, or other 'force majeure' events, any amount paid to the **Band** will be reimbursed to the **Client**.

Both parties agree to make every effort to provide reasonable notice in the case of cancellation or rescheduling and to work in good faith to find a mutually agreeable solution.

#### **Professional Conduct Clause:**

The **Band** reserves the right to terminate this contract immediately if the **Client** (or any of their representatives) engages in any conduct that is deemed unprofessional or negligent, including but not limited to:

- Verbal or physical abuse towards the **Band** members or venue staff.
- Failure to enforce adequate safety measures, resulting in potential harm to the **Band** members or their equipment.
- Failure to provide the agreed-upon technical requirements necessary for the **Band's** performance.

In the event of termination under this clause, the **Client** shall forfeit any payments made, and the **Band** shall not be liable for any damages or losses incurred by the **Client** as a result of the termination.

# TRAVEL AND HOSPITALITY (WITHIN GOA)

- 1. For an approximate traveling distance of <u>50km or less</u>, the **Band** can travel to the venue in their own vehicles and no transport is required from the **Client**.
- 2. Beyond 50km of travel will require transport accommodation by the **Client** in a 7-seater vehicle (Toyota Innova or similar) large enough for all three band members and their equipment.

# TRAVEL AND HOSPITALITY (OUTSIDE GOA)

- 1. The Client will provide a dedicated liaison / point of contact to address any requests or concerns of the Band.
- 2. Unless otherwise discussed, there will be <u>3</u> members of the Band traveling, with their instruments and some equipment. Transportation will include round-trip airfare for all members of the Band from departure to destination.
- 3. Any incidental travel costs levied by the airlines will be borne by the Client (e.g. baggage fees, seat allocation, etc). These costs will be intimated in advance.

#### Local travel and accommodation:

- The Band will require one 7-seater vehicle (Toyota Innova or similar), in good condition, to pick-up and drop-off all three Band members and equipment at the airport. The aforementioned vehicle must be kept available for any and all transport related to the event, if the Band is not staying at the same venue as the performance.
- Alternatively, the **Band** may use private transportation (e.g. Uber or similar) for which the expense will be reimbursed by the Client.
- Unless otherwise discussed, the Band will be accommodated at a reputable 4- or 5-star hotel, and one single room assigned for each band member (three rooms). The hotel reservation and check in/out should take into consideration the airport arrival and departure times.
- Hotel reservations will be inclusive of essential amenities (food, beverages, room service, etc.) from arrival until departure. Only non-essential expenses (laundry, hard drinks, etc) will be borne by the **Band**.
- Refreshments (incl. bottled water) to be kept available at the venue.

### **VENUE ETIQUETTE**

- The **Band** will not enter any venue from a service or employee entrance; please ensure that the venue security is informed of the **Band's** identity, to enter as guests from the main entrance.
- The stage and sound equipment should be prepared <u>before</u> the **Band** arrives, to prevent any delays. Refer to the provided tech rider.
- The **Band** should be afforded reasonable time to refresh themselves and perform a thorough sound check. A minimum time of 2 hours will be allocated for this purpose.
- <u>Outdoor venues</u> the stage MUST be covered and a minimum of <u>two</u> fans provided; this is non-negotiable, as daytime heat or night-time humidity/condensation can damage instruments and equipment.
- Food/snacks and beverages to be provided at the venue during sound check, breaks, and after the performance.
- The **Client** and/or the venue manager will take appropriate measures to restrict access to the stage area: 1) for the safety of the **Band's** equipment, and 2) to prevent disruptions to the performance.

# Liability:

The **Band** shall not be held liable for any injuries, damages, or losses that may occur during the event or as a result of the event's planning and execution.

The **Band** will not play in inclement weather for outdoor venues. The **Client** is responsible for providing sufficient overhead coverings.

#### **Indemnification:**

The **Client** agrees to indemnify and hold harmless the **Band** from any claims, costs, liabilities, and expenses arising out of or related to the event.

# **Governing Law:**

This contract shall be governed by and construed in accordance with the laws of <u>Goa</u>, <u>India</u>, and any disputes arising out of this contract shall be subject to the exclusive jurisdiction of the courts in <u>Goa</u>, <u>India</u>.

# **Entire Agreement:**

This contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations, whether written or oral.

# **Signatures:**

By signing below, the **Client** and the **Band** acknowledge and agree to the terms and conditions outlined in this contract.

Client's Signature:	Date:
Band Representative's Signature:	Date:

For inquiries or changes to this contract, please contact:

Anand Lobo +91 7507648215 anandrlobo@gmail.com

Both parties should retain a copy of this contract for their records.

# Payment details:

Name: Anand Richard Lobo
Account #: 52010 10269 01605

IFSC: **UBIN 0532509** 

UPI: anandrlobo@oksbi

PAN: **AKFPL2368F** 

# **Band Requirements (Tech rider)**

# Members:

- Jason Miranda (guitar, vocals)
- Malaika de Souza (vocals)
- Ajoy D'Silva (keyboard, vocals)

# Music style:

- Classic hits, oldies / retro, contemporary music
- Assorted popular songs from multiple decades

We can also perform instrumental covers (no vocals). See our complete repertoire list at <a href="https://lemongrassgoa.com/list/">https://lemongrassgoa.com/list/</a>

## Minimum requirements: \*

Item	Quantity	Remarks
Vocal microphone (w/stand)	3	Shure SM58 or better
XLR-XLR cable	3	Microphone cable
Instrument 'jack' cable (TS)	3	guitar, keyboard
PA speaker	2	500W (RMS) or better
Monitor speaker	1	200W (RMS) or better

- Mixer: Yamaha MG-16X or similar (digital mixer preferred)
- <u>Power</u>: mains power extension board with at least 4 outlets
- Stage area: 4m wide x 3m deep
- NOTE: outdoor stage area MUST be covered, and with fans provided
- <u>NOTE</u>: stage area must be elevated, or separated from dance floor with a clearly visible barrier, for the safety of our equipment and instruments.

 $<sup>{}^{</sup>ullet}$  we can provide some equipment if discussed in advance; sound setup is handled by Ajoy D'Silva.