

Aria String Quartet

Performance Contract and Service Agreement

Client Information:

Name: _____

Address: _____

Phone: _____

Email: _____

Event Details:

Date: _____

Time: _____ to _____

Venue: _____

The undersigned, hereinafter referred to as the **Client**, hereby engages **Aria String Quartet**, hereinafter referred to as the **Quartet**, to provide live musical entertainment services for the **Client's** event as specified above.

The **Quartet** consists of:

- Sarah D'Souza (violin)
- Natsalene Estrochio (violin)
- Nicole Noronha (viola)
- Joann Fernandes (cello)

PAYMENT TERMS

The **Client** agrees to pay the **Quartet** a total fee of ₹ _____, to be paid as follows:

A non-refundable deposit of ₹ _____ (20%) is due upon signing this contract. This will be the confirmation of the **Quartet's** services for the event.

The remaining balance of ₹ _____ (80%) is due no later than the event date. Please note that the **Quartet** will not begin their performance until the full amount is credited.

Payment details provided on the final page.

CANCELLATION POLICY

In case of voluntary cancellation by the **Client**, the following terms will apply:

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

In case of involuntary cancellation by the **Client** or the **Quartet** due to unforeseen circumstances such as acts of nature, illness/death, government regulations, strikes, or other 'force majeure' events, any amount paid to the **Quartet** 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 **Quartet** 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 **Quartet** members or venue staff.
- Failure to enforce adequate safety measures, resulting in potential harm to the **Quartet** members or their equipment.
- Failure to provide the agreed-upon technical requirements necessary for the **Quartet's** performance.

In the event of termination under this clause, the **Client** shall be liable to pay the full fee stipulated under '**Payment Terms**' and the **Quartet** 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 50km or less, the **Quartet** 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 four 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 **Quartet**.
2. Unless otherwise discussed, there will be 4 members of the **Quartet** traveling, with their instruments and some equipment. Transportation will include round-trip airfare for all members of the **Quartet** 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 **Quartet** will require one 7-seater vehicle (Toyota Innova or similar), in good condition, to pick-up and drop-off all four **Quartet** members and equipment at the airport. The aforementioned vehicle must be kept available for any and all transport related to the event, if the **Quartet** is not staying at the same venue as the performance.
- Alternatively, the **Quartet** may use private transportation (e.g. Uber or similar) for which the expense will be reimbursed by the **Client**.
- Unless otherwise discussed, the **Quartet** will be accommodated at a reputable 4- or 5-star hotel, and two double rooms assigned for the four members. 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 **Quartet**.
- Refreshments (incl. bottled water) to be kept available at the venue.

VENUE ETIQUETTE

- The **Quartet** will not enter any venue from a service or employee entrance; please ensure that the venue security is informed of the **Quartet's** identity, to enter as guests from the main entrance.
- The stage and sound equipment should be prepared before the **Quartet** arrives, to prevent any delays. Please see attached tech rider.
- The **Quartet** 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.
- Outdoor venues – the stage **MUST** be covered. 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 **Quartet's** equipment, and 2) to prevent disruptions to the performance.

Liability:

The **Quartet** 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 **Quartet** 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 **Quartet** 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 Goa, India, and any disputes arising out of this contract shall be subject to the exclusive jurisdiction of the courts in Goa, India.

Special Considerations for the Quartet:

Please initial each clause on this page to signify that you have read and understood the requirements for engaging the Quartet's services for your event. This contract will not be valid unless all clauses below are marked and understood.

The **Quartet** and their instruments require some consideration that a standard band setup does not. By signing your initials in the spaces below, you understand and agree that:

- a) the provided stage area should be sufficient for four musicians sitting in a wide semicircle, potentially including stage monitors and other equipment.
- b) the **Quartet's** musical instruments are highly sensitive to environmental conditions and changes thereof, particularly outdoors.
The **Quartet** will NOT perform under any circumstances in an environment that is too hot / cold, or too humid / dry, or subject to rapid changes.
- c) environmental damage to the instruments is 1) non-obvious, 2) cumulative, and 3) difficult to repair, and therefore all possible steps must be taken by the **Client** or event organizers for the duration of the event to mitigate environmental effects.
- d) in service of clauses b) and c) above, any outdoor stage MUST be covered at all costs, keeping in mind at minimum:
 - overall temperature and humidity
 - the direction and angle of sunlight as per the time of day;
 - the possibility of dew forming in open air;
 - prevailing breeze that may disrupt the sheet music used to perform.
- e) in service of clause d) above, the **Client** shall be prepared to install additional covering on the sides of the stage in order to block sunlight and/or excessive breeze on the stage.
- f) failure to reasonably accommodate such environmental mitigations as discussed above will constitute a termination of the performance contract under the '**Professional Conduct**' clause previously mentioned. The **Client** will still be liable to pay for the full fee stipulated under '**Payment Terms**'.

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 **Quartet** acknowledge and agree to the terms and conditions outlined in this contract.

Client's Signature: _____ Date: _____

Quartet Representative's Signature: _____ Date: _____

For inquiries or changes to this contract, please contact:

Sarah D'Souza
+91 82638 65585

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

Payment details:

Name: **Sarah Caroline D'Souza**

Account #: **41491154320**

IFSC: **SBIN0004267**

UPI: **sarahdsouza@sbi**

PAN: **GGJPD4914F**

Aria String Quartet

Tech rider

Members:

- Sarah D'souza (violin)
- Natsalene Estrocio (violin)
- Nicole Noronha (viola)
- Joann Fernandes (cello)

Music style:

- Western classical quartet music
- Quartet arrangements of popular music

Minimum requirements:

| Item | Quantity | Remarks |
|----------------------------------|----------|--------------------------|
| Instrument microphone (w/stand) | 4 | Shure SM57 or better |
| XLR-XLR cable | 4 | microphones |
| PA speaker | 2 | 500W (RMS) or better |
| Monitor speaker | 2 | 200W (RMS) or better |
| Padded chair | 4 | without arms |
| Stage area | | 4m wide x 3m deep |
| Stage covering (outdoors) | | Fully covered |

- Mixer: Yamaha MG16 or better (digital mixer preferred)
- **Non-negotiable:** outdoor stage MUST be covered for the reasons of heat (daytime) and humidity / condensation (night-time). Fans to be provided if asked.