

# LIVE MUSIC PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (the "Client") and **Caleb Lanting**, with an address of 84 Johns Road, Fareham, PO16 0RX (the "Artist"), also individually referred to as a "Party" and collectively, the "Parties."

## RECITALS

**WHEREAS**, the Client wishes to engage the Artist to provide professional live piano services for the event detailed herein;

**WHEREAS**, the Artist is engaged in the business of providing such services and is willing to perform such services for the Client under the terms and conditions set forth below;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### ARTICLE I PERFORMANCE OF SERVICES

**1.1 Event Details.** The Artist agrees to perform at the following event:

- **Event Type:** \_\_\_\_\_
- **Event Date:** \_\_\_\_\_
- **Venue Name & Address:** \_\_\_\_\_

**1.2 Scope of Work.** The Artist shall provide live piano music for the duration specified in the selected package (Article II). Services may include prelude, ceremony, cocktail hour, and dinner music, as agreed upon by the Parties. The Artist may also make general

announcements as requested by the Client.

## **ARTICLE II COMPENSATION**

**2.1 Fee for Services.** The Client agrees to compensate the Artist according to the package selected below. Each package includes song selection assistance and vendor coordination.

**[ ] The Full Experience Package - \$1,495.**

- Includes up to five (5) hours of performance time.
- Includes a detailed, one-on-one planning consultation.
- Includes a complimentary one-hour rehearsal dinner performance.
- Includes one (1) complimentary custom-pressed vinyl record.
- Includes a travel radius of fifty (50) miles.
- Overtime is billed at a discounted rate of \$100.00 per hour.

**[ ] Just One Moment Package - \$495.**

- Includes up to one (1) hour of continuous performance time.
- Includes a travel radius of thirty (30) miles.

**[ ] Hourly Performance Package - \$295/hour. (2-hour minimum)**

- Total Hours Booked: \_\_\_\_\_
- Includes a travel radius of thirty (30) miles.
- This package does not include complimentary items or discounted overtime rates.

**2.2 Overtime.** Unless otherwise specified in a package, should the Event exceed the contracted performance time, the Client agrees to pay the Artist at a rate of \$295.00 per hour, prorated in 30-minute increments.

**2.3 Travel.** Travel beyond the radius included in the selected package will be billed at the current IRS standard mileage rate and added to the final invoice.

**2.4 Payment Schedule.** A non-refundable retainer of 50% of the total fee is due upon execution of this Agreement. The remaining balance is due no later than **fourteen (14) days** prior to the Event Date.

### **ARTICLE III**

#### **TERMS AND CONDITIONS**

**3.1 Cancellation.** If the Client cancels this Agreement at any time after execution, the retainer shall be forfeited. If cancellation occurs within thirty (30) days of the Event Date, the full contracted fee shall be due to the Artist. If the Artist cancels, he shall make every effort to secure a suitable replacement, subject to Client approval. If no replacement is found, all monies paid, including the retainer, shall be refunded to the Client.

**3.2 Postponement.** The Client may postpone the Event once without penalty, subject to the Artist's availability. The retainer will transfer to a new date within 12 months. Subsequent postponements incur a \$100 fee.

**3.3 Cooperation and Conduct.** The Parties agree to cooperate in good faith. The Artist is not liable for performance issues arising from event delays, venue restrictions, or lack of cooperation from the Client or other vendors. The Artist reserves the right to a safe working environment and may terminate performance if their safety is compromised, without refund.

**3.4 Technical Requirements.** The Client or Venue shall provide a level 5'x6' space, access to a standard power outlet, and one professional powered speaker with a standard input. For outdoor events, adequate shelter from the elements is required.

**3.5 Copyright.** The Artist retains all copyright to any and all musical recordings created. The Client is granted a limited license for personal use only and may not sell, alter, or use the recordings for commercial purposes without written permission.

### **ARTICLE IV**

#### **LEGAL PROVISIONS**

**4.1 Limit of Liability.** In the event of non-performance by the Artist due to illness,

emergency, or other unforeseen circumstance, the Artist's liability shall be limited to a full refund of all fees paid. The Artist is not liable for indirect or consequential damages.

**4.2 Dispute Resolution.** In the event of a dispute, the Parties agree to first attempt resolution through good-faith mediation. If mediation fails, any legal action shall be pursued. The successful party in any legal action shall be entitled to its legal fees, including, but not limited to, its attorneys' fees.

**4.3 Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**4.4 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

**4.5 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings, agreements, or representations. It may only be modified in a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

**CLIENT**

**ARTIST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name (Caleb Lanting)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date