

# MUSIC CONTRACT

An agreement made on the DATE BELOW between Bentleys Restaurants Ltd t/as Isaacs, The Briarbank Brewing Company and The Gallery hereinafter called the Client of the one part, and 'ACT/BAND NAME BELOW', hereinafter called the Artist of the other part, witnesses that the Client hereby engages the Artist and the Artist accepts an engagement to present the following at the Venue and from the dates of the periods and at the fees stated in the **SCHEDULE** hereto:

NAME OF ARTIST: Brief Description	
Contact numbers	
Email address	
<b>Website/Facebook/MYSPACE</b>	
<b>Please also supply any flyers/posters/photographs for our use. These can be also emailed to <a href="mailto:office@isaaclord.org">office@isaaclord.org</a></b>	
VENUE:	
TEL NO:	01473 284000 (option 2)
DATE OF GIG/BOOKING	
CONTACT:	Events Supervisor 01473 284000 (option 2)
SET UP TIME BY:	
SET UP INSTRUCTIONS:	
PERFORMANCE TIMES	
REGULAR/REPEAT BOOKING (AS APPLICABLE)	
FEE: (AS APPLICABLE)	£
METHOD OF PAYMENT:	
ADDITIONAL INFORMATION:	Client to be contacted 1 week prior to date by Artist to confirm appearance.
<b>IMPORTANT NOTICE</b>	<b>Clauses 5,6,7 &amp; 8 of contract are Licence conditions, which must be adhered to at all times.</b>

Signed: \_\_\_\_\_ Client Signed: \_\_\_\_\_ Artist

Date: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE SIGN & RETURN ONE COPY OF THIS CONTRACT WITHIN 7 DAYS OF RECEIPT

THE CONDITIONS OVERLEAF/ATTACHED ARE AN INTEGRAL PART OF THIS CONTRACT.

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# CONDITIONS

1. Cancellation of this Contract by Bentleys Restaurant limited shall be as follows;  
Less than 48hrs from the performance date; 50% of the fee will be payable, (except in circumstances outlined below)
2. Cancellation of this Contract by Artists shall be as follows;  
Less than 48 hours from the performance date, monetary loss of takings shall be claimed.
3. The Artist/s agrees that the fee is inclusive of all expenses, holiday entitlements, travelling expenses to and from the venue and covers any payments whatsoever due to other members of the band or unit
4. The Artist/s agrees that any further engagements offered as a result of this engagement, whether from the client on this contract or any other client or potential client, shall be negotiated through the management. Failure to adhere to this will result in the artist being invoiced accordingly.
5. The Artist/s warrants that all equipment is in good working order, and fit for its purpose, and that no part of the performance is likely to be a danger to the Artist/s or any other person/s.
6. The acceptable maximum decibel level of any performance is at the sole discretion of the Client/ Premises Licence Holder or his/her appointed representatives.
7. That the Client/Premises Licence Holder or his/her appointed representatives have the unrestricted right to reduce the noise levels or otherwise abate the noise if in their opinion it risks breaching a condition of the premises licence or constituting a statutory nuisance within the meaning of the Environmental Protection Act 1990.
8. For outside events the artist must aware of the noise monitoring device. Whilst the noise monitoring is only a visual indication, the Client has the right to instruct for the artist's PA equipment to be plugged into a device with an auto cut-out facility.
9. The Client reserves the right to cancel the event if the artist does not allow this and if the event is deemed to cause a noise nuisance. The Client reserves the right to withhold payment of any fee if the artist does not follow the Client's instructions regarding the control of sound.
10. No fee shall be payable to the Artist/s for any day upon which this engagement shall be suspended by reason of Royal Demise, National Mourning, Fire, Epidemic, War, Strikes, Bad Weather, lockout or by reason of order of any Licensing or Public Authority.
11. The Artist/s at the time of signing this contract shall not be under any contract to a third party that might preclude him/her from fulfilling the engagement.
12. Artist/s agrees not to hand out cards etc, with their personal telephone number and/or address on it. You are requested to inform the person/s concerned to contact the Client. Any other action will contravene the terms of this contract and if you are found to have done this you will cease to be used by this Client.
13. Artist/s shall be suitably and tidily dressed during their performance except with the consent of the Client where other attire is deemed to be a necessary part of their act.
14. In signing this contract the Artist/s agrees to the terms and conditions laid down and consents to inform the Client at the earliest opportunity if the Artist cannot make the booking due to illness or other unforeseen circumstances.
15. The Artist warrants that they will be play at another venue on the agreed date.
16. All Artist/s are responsible for their own TAX & N.I. contributions.
17. The Client agrees that any further engagements offered as a result of this engagement shall be negotiated through the Agency or the Artist/s as applicable.
18. The Client shall be responsible for the provision of mains electricity in the performing area.
19. All deposits paid are non-refundable.
20. The Client accepts no responsibility for non-fulfillment of contract, but every safeguard is assured.
21. This contract reflecting the terms and conditions as verbally agreed shall be deemed accepted only when either;  
a) It is signed and returned in 7 days.  
b) It is not exchanged within the prescribed 7 days and no written objection has been made within its period.
22. This contract unless revoked or superseded in writing will apply to all future events by the Artist.