



Terms and Conditions

Please read over this Agreement and sign your consent at the bottom.

In consideration of and as a condition of the Purchaser (The undersigned) hiring the Performer (Clare Be) and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this agreement agree as follows:

Address of the Performer

The Performer will be represented by a primary contact (the "Performer Contact"). Any payments by check or money order should be made out to the Performer Contact. The Performer's address is stated in the contract.

Provisions:

Access: Purchaser is responsible to make the venue available at least thirty minutes before start of performance, or starting the performance accordingly.

If there are numerous stairs to the performance location, an elevator or wheelchair access must be available for the harp.

Parking: Purchaser shall provide a temporary or permanent parking space for Performer's vehicle in a location of close proximity to and with direct access to the area where Performance will take place on the date(s) of Performance. An additional parking fee of \$15.00 will be added to all events with paid parking.

Relocation: If Performer is required to move and relocate equipment to a different site(s) from the one(s) initially specified, whether outside or during engagement hours this will be regarded as a breach of contract and an additional charge of \$10.00 shall be incurred for each relocation unless agreed otherwise.

Any time spent in moving equipment during the agreed time period shall be regarded as performance time, not as intermission time and an additional fee of \$20.00 will be added if the new location is at a venue with a different address from the one agreed to above.

Travel: Engagements within a 29 mile radius of the Performers home are not subjected to additional travel fees.

Engagements within a 30-60 mile radius of the Performers home are subject to a travel fee of \$30.00.

Engagements outside a 60 mile radius of the Performers home are subject to a travel fee determined by Performer depending on distance. Amount will be agreed upon with the Purchaser in the contract prior to event.

Setting/Staging: If this is an outdoor engagement Purchaser shall provide suitable, level space for the performer no smaller than four (4) ft. by six (6) ft., and the Performer and instrument shall not be subjected to direct sunlight or precipitation. To shield from sunlight a canopy, trellis, awning, or gazebo with roof must be provided to protect the harp. For precipitation an alternate site must be provided as the harp cannot get wet.

Performer can refuse to play outdoors when temperatures are below 60° or exceed 95°F . Should inclement weather conditions prevail, Purchaser must arrange for a suitable alternate site and alert Performer at least thirty (30) minutes before the start of the performance plus travel time.

If this is an indoor event Purchaser will provide a safe ventilated venue with a clean solid level surface on which to perform of at least four (4) ft. by six 6 ft. with sufficient lighting between 60°F and 95°F and protected from direct sun light.

Power: The Purchaser will be responsible for providing suitable power and electricity for the Performance.

Sound and Lighting Systems: The Performer will not provide additional sound or lighting systems required to facilitate the performance. Unless the Purchaser prefers a single portable amplifier which the Performer may provide if agreed upon in advance.

Performance:

Content: Performer will make all reasonable efforts to satisfy the purchaser's expectations regarding the content and manner of all music performed, including musical genres, selections and volume levels. However, musical requests will be regarded as suggestions and the artist is not bound to perform them. Purchaser is allowed one request per performance day. Any additional requests from purchaser for a performance, if they are not already in the Performers repertoire, will be subject to performers consent as well as an additional charge of \$20.00 per piece. Music requests must be agreed upon and received by the performer thirty (30) days in advance of the event. Performer retains the right to accept or decline music requests at the event.

Hours: The starting and finishing times stated herein shall be adhered to. Announcements (including wedding reception and banquet introductions) or incidental music will be provided during the agreed time period only. An agreement to advance the starting time will automatically advance the finishing time.

Breaks: For every 1.5 hr playing slot the harpist must be given a minimum of 10 minutes break before resuming. For performances exceeding 4 hours, not including breaks, a break of 30 minutes must be given to the Performer.

Overtime: If and when agreeable to the Purchaser and the Performer, the time of the Performance may be extended at the hourly overtime rate of \$100.00. This will be added to fees incurred on the day of the event and will be reflected in the Performers invoice, the fees will then be due from the Purchaser thirty (30) days after the receipt of invoice.

Delays: Musicians have schedules and must leave on time for the next bride or gig. There will be an additional \$25.00 charge for weddings or events beginning more than 30 minutes late.

Payment:

Records: In full consideration for all services rendered by the Performer, the Purchaser agrees to pay the Performer a fixed fee as stated on signed contract (the "Fee").

An invoice/receipt will be sent to the Purchaser by the Performer within 30 days after the event. This invoice/receipt will summarize services paid for by Purchaser and amounts tendered, including, if any were made, outstanding amounts for fees incurred on the day of the event, yet to be paid by purchaser. These outstanding balances will then be due within 30 days of invoice receipt.

Checks are acceptable form of payment from Purchaser. However, a fee of \$25.00 will be added to the total fee for all returned checks each time a check is returned due to insufficient funds.

Deposit and Reservations:

Deposit: The Purchaser will pay to the Performer 50% of the total contracted fee, as a deposit (the "Deposit") up to thirty days prior to the event. However, the event date will only be reserved once the Deposit is received by Performer. Also, if the Purchaser fails to provide the Deposit promptly by that time, the Performer may cancel this Agreement without further obligation. Otherwise, if the Performer wishes to continue with the Agreement the 50% deposit will be due immediately and total balance due by the day of the event.

Request of services from Purchaser less than thirty (30) days away from the event date are subject to Performers consent and the deposit of 50% of the total amount due must be received by the Performer from the Purchaser before the date is reserved.

Security Deposit: The Performer will not be required to post a bond or security deposit against any or all possible damage related to or arising from the Performance.

Rehearsals: Rehearsals are not included in the fee of an event. If Purchaser requests Performers presence at the rehearsal, this will require an additional fee agreed upon prior to the event and will be added to the total balance stated in the contract.

Permits and Vendor Licenses: The Purchaser warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance. If any venue or host requires a liability or performance insurance/permit other than the K&K policy held by the Performer, this fee will be added to the contract or to the invoice as a fee incurred.

Excuse of Obligations and Refunds:

Non-performance by the Purchaser: Those obligations of the Purchaser that are to be completed prior to the Performance of the Performer are conditions precedent which must be carried out in full by the Purchaser beforehand unless otherwise agreed to by all parties in writing.

The deposit is not refundable, except as provided in this Agreement

Once the performer begins performing at an engagement in no event will purchaser monies be refunded.

If inclement weather conditions at the performance location make it impossible to complete the performance and no alternative indoor location is provided the Performer shall nevertheless be paid the full contract price and for any damage to equipment.

Sickness and Accidents: The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident, such incapacity to be confirmed in writing by a medical doctor. However, failure to perform will result in the Performer returning any and all outstanding funds to the Purchaser.

Force Majeure:

Neither the Performer nor the Purchaser will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Purchaser. However, failure to perform will result in the Performer returning any and all outstanding funds to the Purchaser.

Cancellation By Purchaser: If the Purchaser cancels or postpones any performance without proper notice or fails to make any payment or fails to carry out any other condition precedent as required by this Agreement then the Purchaser will be in breach of this Agreement and the Performer will have no further obligations under this Agreement. The Purchaser will forfeit any funds already paid to the Performer.

If Purchaser changes the time or date within thirty (30) days of the event and Performer cannot perform at new time or date, The remaining balance, if any has been paid, will still be refunded, but the Deposit is non-refundable.

Cancellation By Performer: The Performer reserves the right to cancel this Agreement without obligation upon notice to the Purchaser up until the day of the event. In the event the Performer cancels the Performance under the terms of this section, the Performer will promptly return any funds already paid, to the Purchaser.

Taxes: It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Purchaser will control the scheduling of the Performance. The Performer is not an employee of the Purchaser. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other Purchasers.

Copyrights: The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Purchaser for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

Miscellaneous Terms:

Exclusivity: The Performer will perform exclusively for the Purchaser throughout the actual period of services of this Agreement unless otherwise provided by the Purchaser in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

Indemnification: The Performer is responsible only for its own conduct. The Performer will be compensated by the Purchaser for any and all damage done to the Performer's equipment by the Purchaser, its agents or guests. The Purchaser indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

Hazardous Material: The Performer and any other person associated with the Performer agree not to bring into the Venue any material, equipment, or other object which is likely to constitute a hazard of bodily harm to any person or which is likely to constitute a hazard to property.

Dress Code: The Performer will be suitably and tidily dressed during the Performance.

Security: The Purchaser will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises.

Picket Lines: The Performer will not be required to cross a picket line established by a labor organization at the Venue nor will the Performer be disciplined, or this Agreement be considered or deemed breached by the Performer, by reason of the Performer's refusal to cross such picket line.

Governing Law: The Purchaser and the Performer submit to the jurisdiction of the courts

of the State of California for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of California.

Mediation and Arbitration: If a dispute will arise under the terms of this Agreement, the party claiming the dispute will have 30 days to notify the other party. The party not claiming the dispute will have 30 days to remedy the dispute. In the event that the dispute is not remedied within this time period, then any party at its option will have ten (10) days to submit the dispute to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, any outstanding rules will be submitted to final and binding arbitration in accordance with the statutory rules of that program. If such services are not available, the dispute will be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

Covenant of Good Faith and Fair Dealing: The Purchaser and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

Concluding Terms

This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules, or any other requirements including building and fire regulations. The Performance will not contain any lewd or indecent acts, images, or language. If the Performer violates this section, the Purchaser may immediately cancel the Performance and this Agreement.

The Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement.

This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Purchaser's successors and assigns.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by

that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Purchaser by the Performer or to the Performer by the Purchasers, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

Any notices or delivery required here will be deemed complete when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the respective addresses contained in the contract or as the parties may later designate in writing.

I _____ have read and agree to the terms and conditions

Date:

