

Agreement made this _____ day of _____, _____
between _____ (Artist) and
_____ (Client). The Artist hereby agrees to perform
the engagement at the requested date and time in accordance with the Terms and Conditions
set forth in this contract.

Place of Engagement _____
Address of Engagement _____
Date(s) of Engagement _____
Hours of Engagement _____
Type of Engagement _____
Price Agreed Upon _____
Amount of Deposit _____
Balance Due as Follows _____

Terms And Conditions

1. All advertising pertaining to the above mentioned date(s) must contain one of the following in print, audio or visual " _____ "
If this is not done, than this date could be canceled and deposits will not be returned.

2. Contract(s) And Deposits Must Be Returned Within Seven (7) Days To Productions Or This Engagement Could Be Considered Canceled.

3. Independent Contractor:

A. It is understood that the Artist executes this agreement as an independent contractor and shall at all times have complete supervision, direction and control over the service of its personnel on the engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements.

B. The Artist executes this Agreement as an independent contractor, not as an employee of the purchaser. Responsibility for appropriate payments of payroll taxes and charges under applicable federal and local law will be assumed by the Artist.

4. Disputes:

Any claim or dispute, arising out of, or relating to this agreement, or breach thereof shall be settled in a court of law, subject to the laws of the city of Norfolk, state of Virginia. Judgment upon award rendered by the court may be entered in any court having jurisdiction thereof. If judgment is not paid within 30 days, debtor shall pay all collection and attorney's fees.

5. Commencement of engagement together with physical delivery of this Agreement to the Client is deemed to be acceptable of all terms by all parties.

6. If any of the provisions of the Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force. Both Artist and Client acknowledge and confirm that they have read and understood the terms and conditions set forth in this Agreement.

7. In the event the state police issue travelers' advisories that would affect the establishments attendance, the Client shall have the option to release the Artist without compensation for those nights and prorate compensations for the remaining dates.

8. Artist must abide by all state and local ABC laws. Artist will be held responsible for any fines, penalties or other arising from their failure to comply with state and local ABC laws.

9. Artist must receive top billing unless otherwise agreed to by _____

10. Artist must be advised of all load in times and sound check times at least two (2) weeks prior to the above mentioned event.

Client's Name

Client's Address

Client's Phone

Signature of Client

Artist's Name

Signature of Artist

Please print and fax this contract to the above fax number or email this contract to djholiday@nicholasjholiday.com