

Contract

THIS CONTRACT for the personal services of musicians on the engagement described below is made this 4th day of June, 2017, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician.

1. Name and Address of Place of Engagement: **St. Paul's Evangelical Lutheran Church Oktoberfest, Talbot Agricultural & Education Center, 10659 Hiner's Lane, Easton, MD 21061.**
2. Contact (Agent of Purchaser) / Telephone: **Mr. Fred Meers , 8181 Cedarcrest Court, Denton, MD 21629, 410-829-1841 (mobile)**
3. Type of Group/Musician: **German Band, Oompah and Polka Music**
4. Date(s) and Time of Engagement: **Saturday, September 30, 2017. Performance time 5:00 PM to 7:00 PM with appropriate musician breaks.**
5. Type of Engagement: **Oktoberfest Festival Event**
6. Compensation Agreed Upon, amount and terms: **Saturday, September 30, 2017 Performance; \$1,200, by cash or check. Purchaser Will Make Payments As Follows: \$700 Deposit Due on or before Wednesday, June 21, 2017. Balance of \$500 Due on the date of the performance at the midpoint of the performance. Make Checks or Cash payable to David Erickson.**
7. Other Items to be Provided by Purchaser and/or Venue Operator:
 - **Four (4) Solid and Sturdy Chairs without Arms for the Musicians. Metal folding chairs or event chairs OK.**
 - **120 Volt, 15 Amps Electric Power Outlets available on stage. Dedicated circuit advisable.**
 - **Solid Flat Floor or Stage area large enough to accommodate the band, approximately 10 feet deep by 12 feet wide.**
 - **The band will perform acoustic but will come equipped with a small PA speaker to amplify the vocals with a microphone.**
8. The performance site or "stage" on which the band will perform is scheduled to be indoors in a climate controlled environment. Any location change of the performance "stage" location due to weather factors or any other reason must be completed before sixty (60) minutes of the performance start time. Any changes in the "stage" location less than 60 minutes prior to the start time will delay the start time. In the event of this type of location change the performance end time will not be extended.
9. If the physical address of the performance location is to be changed to another location due to weather or any other reason, this must be communicated and agreed by the bandleader no later than seven (7) days in advance of the date of the performance. Any physical address change to the performance location must be within ten (10) driving miles of the original performance location as agreed.
10. Access to the performance venue will be made available for the purposes of loading in and out of equipment to the performance "stage". This access will be provided as physically close as possible to the building containing the "stage" and permitted as early as seventy-five (75) minutes prior to the scheduled performance start time. Parking will be made available for the performing musicians with a minimum of four (4) parking spaces available free of charge.
11. Food and Beverage. Food and Beverage such as Brats and Beer will be on site during the performance. The members of the band are permitted to consume the same food and beverage as is available to the event attendees during the appropriate musician breaks..
12. In the event of cancellation of the performance(s) for any reason by the purchaser or venue operator, payment in full is due for each performance date to the musician(s) and/or performer(s) who are a party to the performance events and dates stated herein.

Purchaser Initials _____

Musician Initials DE

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Mr. Fred Meers (fcmeers@comcast.net)
Kevin Webster (kevin_webster@comcast.net)
St. Paul's Evangelical Lutheran Church

Alte Kumpel Band

David Erickson

Printed Purchaser's Full and Correct Name

Printed Name of Signatory Music Agent

X

X *David Erickson 6/4/2017*

Signature of Purchaser (or Agent thereof) / Date

Signature of Signatory Music Agent / Date

12095 Blades Road

7917 Yancey Drive

Street Address

Musician Agent's Address

Cordova, MD 21625
City State Zip Code

Falls Church, VA 22042
City State Zip Code

410-364-5147 410-364-5142 410-829-1841
Telephone (office) (fax) (mobile)

703-623-6062
Telephone (work)

No performance or rehearsal shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of specific agreement from or approved in writing by the participating musicians relating to and permitting such recording, reproduction or transmission.

This contract, and the terms and conditions contained herein, may be enforced by the Purchaser, and its agents, and by each musician who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for (herein called "participating musician(s)"), and by the agent or agent(s) of each participating musician.

The agreement of the musicians to perform is subject to proven detention by extreme sickness, accidents, riots, epidemics, acts of God, "terrorist acts" or any other legitimate conditions beyond their control. Deposits and payments are non-refundable when cancellation of the event is directed or instructed by the Purchaser or by individuals or third parties contracted or assigned by the Purchaser.

If the payment made by the Purchaser is by check and that check should be returned for Non-Sufficient Funds (also known as NSF or a "bounced check") then Purchaser agrees to pay the full amount of the contract with a certified and guaranteed bank check or in cash within three (3) business days after notification by the Purchaser's bank or the contracting musician or musician's agent and/or his bank. Purchaser also agrees to pay a fee of \$50 to the contracting musician or musician's agent to cover expenses incurred as a result of the original check returned for Non-Sufficient Funds. Purchaser and/or the representative agent also agree to pay all court costs, legal fees, collection fees, and miscellaneous expenses associated with the collection of payment for the services of the contracting musician or agent. For each calendar month that payment is not received a late payment penalty of \$25 shall accrue and interest of 1½% of the contract amount and late fees will be compounded monthly. The interest rate for late payment is 18% per year compounded monthly on the contract amount plus accumulated late fees and interest charges.

Additional Provisions: *None*

Purchaser Initials _____

Musician Initials DE