



200 garrett st - suite i  
 charlottesville va 22902  
 866.SAM.HILL  
 866.726.2660 fax

Contract #000000  
 Booking Manager Sam Hill  
 www.SamHillBands.com

## SAMPLE ENGAGEMENT AGREEMENT

This Agreement is made on June 21, 2021 by and between Performer and Client below and specifies the Services to be provided by Performer to Client. Sam Hill Entertainment ("Agency") acts as Performer's representative for the purpose of facilitating Agreement.

Performer: **BAND NAME**

Event Date: **DAY, MONTH, YEAR**

Event: **EVENT NAME**

Client: **FIRST, LAST NAME**

Location: **VENUE NAME, CITY, STATE** Address

See attached Booking Summary for Services and schedule

Services & Times: **\$2,000.00** (subject to Client's changes to Services provided - see Booking Summary)

Total Price:

Payment Schedule:

Deposit: <b>\$1,000.00</b> Due: <b>by 06/28/21</b> Payable To: "SAM HILL ENTERTAINMENT" (Tax ID: 54-2045268) 200 Garrett St - Suite I Charlottesville, VA 22902	Balance: <b>\$1,000.00</b> Due: <b>10/27/2021</b> Payable To: SAM HILL ENTERTAINMENT (Tax ID: 54-2045268) 200 Garrett St - Suite I Charlottesville, VA 22902
--	---

Special Provisions:

PERFORMER TO PROVIDE SOUND SYSTEM, RECORDED SET BREAK MUSIC, AND LIGHTING FOR PERFORMANCE AREA  
 CLIENT TO FULFILL ATTACHED RIDER REQUIREMENTS

This Agreement hereby incorporates the attached Booking Summary, Standard Terms and Provisions, and any Contract Rider referenced above. Both Client and Performer confirm that they have agreed to each of the terms and provisions on all pages of this Agreement. Once this Agreement is executed, any changes to this Agreement and the Services listed herein agreed to by Client and Performer will be documented by updating the Booking Summary in lieu of signatures by either party.

FOR CLIENT: Client First Name, Last Name

FOR PERFORMER: Band First Name, Last Name

Signature \_\_\_\_\_  
 First Name, Last Name  
 Street  
 City, State, Zip

Signature \_\_\_\_\_  
 Performer Name  
 c/o Sam Hill Entertainment



200 garrett st - suite i  
 charlottesville va 22902  
 866.SAM.HILL  
 866.726.2660 fax

Contract #000000  
 Booking Manager Sam Hill  
 www.SamHillBands.com

## SAMPLE BOOKING SUMMARY

**Band Name - Saturday, November 27, 2021**

Date of Summary: 06/21/2021 9:00 AM EDT

This description of Services to be provided by Performer (the "Booking Summary") is incorporated into, and subject to the terms of, the Agreement to which it is attached, and will be updated if Client and Performer agree upon changes to these Services.

**Times: Services Start @ 6:00 PM    Services End @ 10:00 PM**

Client may shift scheduled time period by up to 60 minutes earlier or later until 30 days before event, by which time Client should notify Agency of any time changes, and after which time Performer will consider the scheduled times to be final. Any subsequent changes will be subject to Performer's approval.

**Services to be provided by Performer:**

SERVICE	LINEUP SIZE	PRICE
Live Music Performance Performance Time: 6:00 PM - 10:00 PM (not to exceed 4 hours including breaks) Set-up and soundcheck of equipment to be completed by: TBD	5 piece lineup	\$2,000

<b>Total Price to be paid by Client:</b>	<b>\$2,000</b>
--	----------------



200 garrett st - suite i  
 charlottesville va 22902  
 866.SAM.HILL  
 866.726.2660 fax

Contract #000000  
 Booking Manager Sam Hill  
 www.SamHillBands.com

**SAMPLE STANDARD TERMS AND PROVISIONS**

**1. Policy for Cancellation by Client.**

a. **Standard Policy.** Should Client cancel this Agreement, Client and Performer agree to a Settlement Amount due to Performer equal to the percentage of the Total Price listed in the table below. Any amounts paid except processing fees will be credited toward the Settlement Amount. If the total amounts paid exceed the Settlement Amount, Client will receive a refund for the difference.

Time Between Date of Cancellation and Event Date	more than 8 months	between 4 and 8 months	between 30 days and 4 months	less than 30 days
Percentage of Total Price	25%	50%	75%	100%

**b. Additional Client Options.**

- i. **Severe Weather.** If Client notifies Agency or Performer of its intent to cancel Event more than 36 hours before start of Event due to severe weather, such as a hurricane or snowstorm, that is likely to render or has rendered Location inaccessible or otherwise unable to hold the Event, Settlement Amount will be 50% of Total Price. This clause does not apply if Client cancels an outdoor event due to inclement weather unless those conditions would cause a similar indoor event to be cancelled.
- ii. **Force Majeure.** Should Force Majeure occur as defined herein, both parties are relieved of their obligation under this Agreement, subject to the terms herein. Force Majeure means unavoidable circumstances unrelated to weather and outside the control of either party (specifically non-meteorological natural disaster, man-made disaster, outbreak of disease, civil unrest, war, terrorism, violent crime, or government sanction), which directly affect Event Location and make it impossible for Client to hold Event, or cause a governmental entity with jurisdiction over Event Location to issue a formal statement that a) advises against or bans events similar in nature to this Event and b) is reasonably likely to be in effect at the time of Event. In such case, Client will be refunded all amounts paid except processing fees, less a Settlement Amount of 25% of Total Price and any non-recoupable expenses incurred by Performer prior to cancellation. *Settlement Amount is intended to compensate for costs already incurred to administer this Agreement and to maintain availability and readiness to perform on Event Date.*
- iii. **Rescheduling.** Client may reschedule Performer once to a mutually-agreeable date occurring within 6 months of Event Date, with no change in Total Price. In case of Force Majeure, reschedule period is extended to 12 months after Event Date. Total Price may increase if rescheduled date is more than 6 months after Event Date. All amounts paid except processing fees will be applied to the new booking, less a Rescheduling Fee of \$100, and less any non-recoupable expenses incurred by Performer prior to rescheduling. Rescheduling Fee is waived if Total Price is a) less than \$1000 or b) increases at time of rescheduling. If Performer is unavailable on Client's rescheduled date, and Client books another performer through Agency for the rescheduled event, the Settlement Amount under any option above will be reduced by 10% of Total Price, and Rescheduling Fee will apply.
- c. **Notice.** Notification to Agency of intention to cancel requires an email or written letter from Client to Agency, and a confirmation of receipt from Agency to Client. Date of Cancellation is defined as the date the email or letter is received by Agency. A Cancellation Agreement will be issued by Agency, and Client and Performer signatures are required to confirm cancellation and release funds to either party. In case of cancellation or rescheduling under Additional Client Options above, notification to Performer requires a two-way exchange between Client and Performer via phone call, text message, or email.

**2. Policy for Cancellation by Performer.**

- a. **Inability to Perform.** The Agreement of Performer to perform is subject to sickness, acts of God, interruption of travel, mandatory or advisory restriction due to actual or suspected exposure to disease, or other conditions reasonably beyond Performer's control. In such case, Client will be refunded all amounts paid, and Agency will use reasonable available resources to the best of its ability to assist Client in procuring replacement entertainment. If interruption of travel due to weather prevents Performer's appearance but does not render the Location inaccessible or otherwise unable to hold the Event, Client will be refunded all amounts paid. Either party's lack of access to adequate electrical power at the Location will not constitute Performer's inability to perform.
- b. **Non-Payment.** If any payment remains unpaid more than ten days past a due date on this Agreement, Performer may cancel this Agreement upon written notice of cancellation to Client, and the Standard Cancellation Policy in section 1a will apply.

**3. Policy for Outdoor Events.**

For health and safety reasons, Performer is not expected to perform on a wet surface, or where the temperature is less than 55 degrees, or under conditions where, at the sole discretion of Performer, precipitation poses a safety threat to the musicians, crew or equipment. No discount or refund will be due should such conditions prevent or interrupt Performer from performing. Performer is not expected to set up their equipment a second time. Performance area should be sheltered from direct sunlight and inclement weather at all times.

**4. Relationship of Parties.**

Performer is an independent contractor of Client. Agency is not a party to this Agreement and has no liability to Client or Performer for default by the other party. Agency will hold all amounts paid until performance, and is solely liable for any refund to Client in case of cancellation.

**5. Miscellaneous.**

This Agreement may be executed in counterparts, and delivery of signed pages by fax, email, or digital signature will be deemed fully binding on the parties. If any party defaults in performance of their obligations hereunder, they will owe the other party's legal fees to enforce this Agreement.

CLIENT INITIALS \_\_\_\_\_

# SAMPLE Standard Contract Rider

## Band Name

This rider is incorporated into the accompanying Engagement Agreement. These requests are typically accommodated by venues that regularly host events with live music. Please discuss and approve this rider with your venue and bring any potential issues to the attention of your booking manager before signing. This booking is not considered confirmed until both contract and rider are signed and submitted to Agency.

**1. PERFORMANCE AREA:** A 24' x 16' performance area (either an elevated stage or riser platform OR a designated hard, level and dry floor or surface) is requested so that the band looks and sounds their best. The minimum performance area is 20' x 12.'

**2. ELECTRICAL REQUIREMENTS:** TWO (2) 15-amp circuits within 25 feet of performance area are suggested for the Performer's professional grade sound and lighting system. Please note that if the requested 15-amp circuits are not available, the band will make every effort to provide the best sound and light production possible with the available power resources, but the quality of the sound and/or lighting and therefore the performance could be compromised. Please help us avoid this situation by confirming that the necessary power is available so the band can look and sound their best at your event.

**3. VENUE ACCESS:** Performer requests that the venue be available for load-in and the performance area be accessible for equipment set-up two hours before Performer is required to complete their set-up. If circumstances prevent venue access at that time, Performer may be able to complete the load-in and set-up in less time, but such an arrangement must be agreed to and confirmed by Client and Performer in writing prior to the event. A shortened timeline without Performer approval may hamper their ability to complete set-up by the time requested. The band will need to load in from the closest possible area to the performance space. If the loading area is more than 250' feet away from the performance area or requires a flight of steps, additional crew may be required at Client's expense. Please discuss any concerns with your booking manager before signing contract and rider.

**4. PARKING:** Client will ensure accessible and complimentary parking for up to two (2) vehicles, including a SUV/ Van with a trailer, at or near the performance location.

**5. LOAD OUT:** Performer requires approximately 90 to 120 minutes to load out equipment after the last set of music. Performer will make every attempt to load out efficiently, but circumstances like access to exits or loading docks or securing final payments may delay this process. If your venue requires vendors to exit by a specific time, Client must inform Performer in advance. The minimum amount of time for load out under ideal conditions is 60 to 75 minutes, but that may not be possible in all cases.

**6. DRESSING/BREAK AREA:** ONE (1) furnished, secure, and air-conditioned/heated dressing room with restroom access. If private dressing rooms are not available, please contact your booking manager at Sam Hill Entertainment to discuss alternative dressing/eating spaces for the band.

**7. MEALS:** One hot meal per band member (see contract for number of musicians), preferably served prior to performance or during the first break. *A cash-per-person meal buyout will be considered if it is not possible to provide catering for the band.*

**8. PERFORMANCE TIMELINE:** An itinerary/schedule of the events and announcements must be provided before time of performance.

CLIENT INITIALS \_\_\_\_\_