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| **E:\Contract for High Plains Tradition Bluegrass Band Performances_files\HPTlogo_transparent_sm.gif** | **High Plains TraditionPerforming Artist Contract** |

This Agreement made as of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ by and between the parties identified below.

This agreement for performance services is entered into by the musicians known as:

**HIGH PLAINS TRADITION**

and contractor known as:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (now referred to as CONTRACTOR)

In consideration for the following covenants, conditions, and promises, the CONTRACTOR agrees to hire HIGH PLAINS TRADITION to perform an engagement and HIGH PLAINS TRADITION agrees to provide such performance services, under the following terms and conditions:

|  |
| --- |
| Venue |
| Place of Engagement |   |
|   |
|   |
|   |
| Phone Number(s) |   |

|  |
| --- |
| Compensation |
| Guaranteed Fee / due date | /  |
| Deposit Amount / due date | /  |
| Wage and Deposit |   |
| Percentage |   |
| Expenses | Meals |   |
| Lodging | Adequate hotel accommodations with arrangements made for early arrival (2 hours prior to first show time)and late checkout (2 hours following last show close).\_\_\_\_\_\_ rooms will be required for the nights \_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_.  |
| Transportation |   |

|  |  |  |
| --- | --- | --- |
| **Performance Date** | **Performance Time** | **Set Length** |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |

Additional Terms and Conditions:

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| HIGH PLAINS TRADITION will make every reasonable effort during the performance to accomodate the musical tastes and wishes of the CONTRACTOR and the audience, however, execution of the performance will be at the sole discretion of HIGH PLAINS TRADITION. |
| **Sound Check** - The set up and sound check time with full access to stage and P.A. equipment on the date of performance shall be at:**\_\_\_\_\_\_\_\_\_ (AM / PM)** |
| **Security** - CONTRACTOR will provide sufficient security so that no unauthorized persons will have access to the stage area or backstage area. HIGH PLAINS TRADITION will provide names of persons or guests authorized to be backstage. If security backstage passes and/or laminates are to be used, a representative of the CONTRACTOR will supply to HIGH PLAINS TRADITION a photo copy of the pass system to be used for the performances per the terms and conditions of this agreement. CONTRACTOR shall responsible for any theft or damage to the equipment of HIGH PLAINS TRADITION that may occur during the time the equipment is located on CONTRACTOR's premises. |
| Transcription - No performance and/or this performance shall not be recorded, video taped, reproduced, transmitted or disseminated in or from the place of engagement in any manner r by any means whatsoever in the absence of specified written agreement with HIGH PLAINS TRADITION. |
| **Promotion and Production** - CONTRACTOR shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. CONTRACTOR agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of HIGH PLAINS TRADITION, reviews of the performance and HIGH PLAINS TRADITION's records in all local print, radio and television media. |
| **Merchandising** - HIGH PLAINS TRADITION shall have the option  |
| **Free Tickets** - Free tickets shall be provided by the CONTRACTOR for HIGH PLAINS TRADITION, any accompanying road crew, and any family members.to sell albums, books, and/or merchandising material at the performance and shall retain the proceeds of such sales. |
| **Insurance** - CONTRACTOR agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of HIGH PLAINS TRADITION on the premises of CONTRACTOR or at such other location where CONTRACTOR directs HIGH PLAINS TRADITION to perform. CONTRACTOR agrees to indemnify and hold HIGH PLAINS TRADITION harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of CONTRACTOR or HIGH PLAINS TRADITION while HIGH PLAINS TRADITION is rendering the contracted services except for claims arising from HIGH PLAINS TRADITION's willful misconduct or gross negligence. |
| **Cancellation** - In the event that CONTRACTOR cancels any performance less than six (6) weeks before the date of such performance, CONTRACTOR will pay HIGH PLAINS TRADITION, as liquidated damages, fifty percent (50%) of the guaranteed fee. In the event that CONTRACTOR cancels any performance less than two (2) weeks before the date of such performance, CONTRACTOR will pay HIGH PLAINS TRADITION, as liquidated damages, the full guaranteed fee agreed to be paid for such performance. The agreement that musicians perform is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond their control.  |
| **Disputes** - In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney's fees and costs by the losing party. |

Authority - The CONTRACTOR warrants that the individual executing this Agreement is properly authorized to bind the CONTRACTOR to the terms of this Agreement.

**The undersigned acknowledge the acceptance of the terms and conditions of this Agreement:**

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| --- | --- |
| **CONTRACTOR** | **HIGH PLAINS TRADITION** |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|   | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |   | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|   | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |   | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Phone: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Phone: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

**Please keep one executed copy of this Agreement for the CONTRACTOR and return an executed copy of this Agreement to High Plains Tradition, 17282 E Parkside Dr. S, Commerce City, Colorado 80022**