

# Musician's Contract

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This Musician's Contract is made and entered on \_\_\_\_\_ ("Effective Date")

By and between;

The Musician:

The Client:

Both the Musician and the Client shall be collectively referred to as "Parties" and individually as "Party".

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

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## - Scope of Work -

The scope of work for the Musician is as follows:

- Performance requirements: The Musician shall perform \_\_\_\_\_ sets, each lasting no longer than \_\_\_\_\_ minutes, at the following locations and times:

The type of music performed shall be \_\_\_\_\_.

- Rehearsal requirements: The Musician shall participate in \_\_\_\_\_ rehearsals, each lasting no longer than \_\_\_\_\_ hours, prior to the performance date.

Rehearsals will take place on the following dates and times:

- Equipment and setup requirements: The Musician shall provide all necessary musical instruments and sound equipment for the performance. The Client shall provide adequate space for the Musician to set up and perform. The Musician shall be responsible for the setup and teardown of all equipment.

- Travel and accommodation requirements: If the Musician is required to travel to perform, the Client shall provide reasonable transportation and accommodation arrangements for the Musician. All travel and accommodation expenses shall be pre-approved by the Client and paid by the Client.

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### **- Term -**

This Contract shall commence on \_\_\_\_\_ and shall continue until the completion of the Engagement as outlined in this Contract unless earlier terminated by either Party.

Upon completion of the Engagement, this Contract shall terminate automatically without notice, unless the Parties agree in writing to extend the term of this Contract for additional performances or services.

Either Party may terminate this Contract upon written notice to the other Party in the event of a material breach of any provision of this Contract, including but not limited to, failure to make payment as provided herein, failure to perform services as described in the Scope of Work provision, or failure to comply with applicable laws or regulations.

Upon termination of this Contract, all rights and obligations of the Parties under this Contract shall cease, except as provided herein. Any provisions of this Contract that, by their nature, should survive termination shall survive, including but not limited to, the indemnification provision and the governing law provision.

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### **- Compensation and Cancellation -**

The Client shall pay the Musician \_\_\_\_\_ for the entire engagement, which includes all performances and rehearsals. Payment shall be made as follows:

- Deposit: The Client shall pay a non-refundable deposit of \_\_\_\_\_ upon the signing of this contract. The deposit shall be applied towards the total amount due for the engagement.

- Payment Schedule: The remaining balance of \_\_\_\_\_ shall be paid according to the following payment schedule:

- Reimbursement: The Client shall reimburse the Musician for any pre-approved travel and accommodation expenses incurred during the engagement. Such expenses must be reasonable and necessary, and the Musician must provide receipts and other supporting documentation to the Client

In the event that the Client cancels the engagement within \_\_\_\_\_ days of the performance date, the Client shall pay the Musician \_\_\_\_\_ as compensation for lost income. If the cancellation occurs within \_\_\_\_\_ days of the performance date, the Client shall pay the Musician the full amount due for the engagement.

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### **- Copyright -**

The Musician shall retain ownership of all copyright and other intellectual property rights to any original music or lyrics created or performed by the musician during the engagement. The Client shall have the right to use the musician's performances, recordings, and other works solely for the purposes of promoting the engagement, provided that the Musician is credited as the creator.

The Musician grants the client a non-exclusive, non-transferable license to use the Musician's performances, recordings, and other works for promotional purposes only. This license shall terminate upon completion of the engagement, unless otherwise agreed upon in writing by both parties.

If the Client wishes to use the Musician's performances, recordings, or other works for any other purpose, including but not limited to commercial recording or distribution, the Client shall obtain the Musician's written consent and agree to a separate licensing agreement.

Both Parties acknowledge that the Musician's performances, recordings, and other works are original and may be protected by copyright, trademark, or other intellectual property laws. Any use of the Musician's performances, recordings, or other works beyond the scope of this provision without the Musician's written consent shall constitute a breach of this Contract and may result in legal action.

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## - Confidentiality -

The Musician acknowledges that during the engagement, they may come into contact with confidential and proprietary information belonging to the Client, including but not limited to trade secrets, business plans, financial information, and customer data (collectively, "Confidential Information").

The Musician agrees to keep all Confidential Information strictly confidential and to not disclose, reproduce, or use such information for any purpose other than performing the services under this Contract. The Musician shall take all reasonable precautions to prevent the unauthorized disclosure of Confidential Information, including but not limited to limiting access to such information to those individuals who need to know it in order to perform their duties under this contract.

The Musician shall promptly notify the Client in writing of any unauthorized use or disclosure of Confidential Information that may come to their attention. Upon completion of the engagement or upon request by the Client, the Musician shall return all Confidential Information and any other materials provided to them by the Client in connection with the engagement.

The confidentiality obligations of the Musician under this clause shall survive the termination or expiration of this contract for a period of \_\_\_\_\_ years.

The Client acknowledges that the Musician may have confidential and proprietary information related to their own business or career, and agrees to keep all such information confidential and to not disclose, reproduce, or use such information for any purpose other than performing the services under this Contract.

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## - Indemnification -

The Musician agrees to indemnify, defend, and hold harmless the Client and their affiliates, officers, directors, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or related to the Musician's performance under this Contract, except to the extent that such claims, damages, liabilities, costs, and expenses are caused by the negligence or willful misconduct of the Client.

In the event that a claim is made by a third party against any indemnified Party, the indemnified Party shall promptly notify the indemnifying Party of such claim and cooperate with the indemnifying Party in defending or settling such claim, at the indemnifying party's expense. The indemnifying Party shall have the right to control the defense of any such claim, provided that the indemnified party shall have the right to participate in the defense at their own expense.

The indemnity obligations of each Party under this clause shall survive the termination or expiration of this Contract.

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### **- Exclusivity -**

During the term of this Contract, the Musician agrees not to perform for any other person or entity that competes with the client within a radius of \_\_\_\_\_ miles from the location of the engagement without the prior written consent of the Client. The Client agrees to provide the Musician with written notice of any entity that the Client considers to be a competitor.

The Musician shall not use or permit the use of their name, likeness, voice, or other identifying characteristic in any advertising, endorsement, or promotion of any product or service that competes with the client without the prior written consent of the Client.

The exclusivity obligations of the Musician under this clause shall not apply to performances that are purely recreational in nature and not intended for commercial purposes, or to performances that are provided as part of the Musician's contractual obligations.

Any breach of this clause may result in termination of the contract and legal action.

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### **- Representation and Warranties -**

The Musician represents and warrants to the Client that:

- They have the full right, power, and authority to enter into and perform this Contract;
- They have not entered into any agreement that would conflict with their obligations under this Contract;
- Their performance under this Contract will not infringe upon or violate any rights of any third party, including but not limited to any intellectual property rights;

- They have obtained all necessary licenses, permits, and approvals required for their performance under this contract, including but not limited to any necessary music performance licenses or union memberships;
- They shall comply with all applicable laws and regulations in connection with their performance under this contract, including but not limited to any laws or regulations relating to the use of alcohol or controlled substances;
- They shall provide their own equipment necessary for their performance, unless otherwise agreed in writing by the Client;
- They shall arrive at the performance venue at the agreed-upon time and shall perform for the agreed-upon duration;
- They shall conduct themselves in a professional manner throughout the duration of their performance and shall not engage in any behavior that may harm the reputation of the Client or the venue;
- They shall be solely responsible for their own taxes, including but not limited to income and sales taxes, arising out of their performance under this Contract.

The Musician acknowledges that the Client is entering into this Contract in reliance upon the representations and warranties made by the Musician.

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### **- Miscellaneous -**

- **Entire Agreement.** This Contract constitutes the entire agreement between the Musician and the Client and supersedes all prior understandings, agreements, or representations, whether oral or written, relating to the subject matter of this Contract.
- **Amendments.** This Contract may not be amended, modified, or supplemented except in writing signed by both the Musician and the Client.
- **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the state in which the performance is to occur.

- **Severability.** If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Contract and the remaining provisions shall continue in full force and effect.

- **Waiver.** The failure of either Party to enforce any provision of this Contract shall not be deemed a waiver of such provision or any other provision of this Contract.

- **Notice.** Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed given when delivered personally or sent by certified mail, return receipt requested, to the address of the other party specified in this Contract.

- **Assignment.** The Musician may not assign this Contract or any rights or obligations hereunder without the prior written consent of the Client. The Client may assign this Contract or any rights or obligations hereunder without the consent of the Musician.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written by signing below:



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