

# JOHNSTONE

## ROOTS REGGAE MUSIC

### PERFORMANCE AGREEMENT

#### **BASIC TERMS:**

The following agreement is made between JohnStone Reggae Band and

\_\_\_\_\_ (Purchaser), and is recognized by both parties as a legally binding agreement for services hired.

Date of performance: \_\_\_\_\_

Address of venue: \_\_\_\_\_

Description of venue: \_\_\_\_\_

Additional details about venue: (if outdoors is stage tented? Have a rain backup plan?)  
\_\_\_\_\_  
\_\_\_\_\_

Person booking performance ("Purchaser"): \_\_\_\_\_

Purchaser's phone: (\_\_\_\_) \_\_\_\_\_ email: \_\_\_\_\_

#### **EVENT SCHEDULE:**

Time for band to arrive and load-in: \_\_\_\_\_ am/pm

Time band may begin sound check: \_\_\_\_\_ am/pm

Time band should be finished setup: \_\_\_\_\_ am/pm

Time band should be ready to play: \_\_\_\_\_ am/pm

Preferred timing of performance:

Set 1 begins: \_\_\_\_\_ pm

Set 1 ends: \_\_\_\_\_ pm

Set 2 begins: \_\_\_\_\_ pm

Set 2 ends: \_\_\_\_\_ pm

Set 3 begins: \_\_\_\_\_ pm

Set 3 ends: \_\_\_\_\_ pm

We need a minimum of 1.5 hours to set up and sound check.

Sets can be as short as desired, but no longer than 75 minutes each if more than one, with breaks of 20 minutes minimum. Feel free to attach a more detailed timeline of the event so we know what to expect.

**PURCHASER, please sign or initial here ( \_\_\_\_\_ ) acknowledging your understanding of the terms of this page of the Performance Agreement.**

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### COMPENSATION:

Total compensation: \$ \_\_\_\_\_ Guarantee or Other \_\_\_\_\_

Deposit payment: \$ \_\_\_\_\_ Date deposit due: \_\_\_/\_\_\_/\_\_\_

JohnStone would prefer payments in cash whenever possible, but when this isn't possible (e.g. deposits), **checks should be made out to JOHNSTONE REGGAE LLC.**

#### **Sound System.**

JohnStone will provide its own sound system for a fee of \$200 (**Check here** \_\_\_).

--OR--

Purchaser will provide a sound system meeting or exceeding the requirements listed below. Purchaser will supply a professional engineer(s) capable and comfortable working with the Purchaser's equipment (**Check here** \_\_\_)

#### Requirements for Purchaser's Sound System

16 track mixing board

Power Amp(s) and adequate electricity

Front House Speakers and Subwoofers adequate to handle venue dimensions

Snake adequate to cover 16 tracks

3-5 Stage Monitors **OR** JohnStone provides its own monitors for \$75 (**Check here** \_\_\_ )

Microphones (3 Shure SM58 or other vocal mics, 3 SM57 or other guitar/percussion mics, Complete Drum Mic Set (5-7 mics), Two DI Boxes (for keyboards)

**OR** JohnStone provides its own mics and DI Boxes for \$75 (**Check here** \_\_\_ )

All necessary cables/cords/tools/stands

**Artist's Right to Terminate.** If Artist is entitled to a deposit payment as provided in the Payment section of this Agreement, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this agreement without any further obligation to Purchaser.

**Cancellation.** If Purchaser cancels the performance less than four weeks before the performance, Purchaser will pay Artist 10% of the guaranteed fee for the performance. If Purchaser cancels the performance less than two weeks before the performance, Purchaser will pay Artist 15% of the guaranteed fee for the performance. The parties agree that such payments are reasonable in light of anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to Artist.

**Rider and Attachments.** Any attached Performance Agreement Rider (the "Rider") and any other attachments or exhibits to this Agreement are incorporated in this Agreement by reference.

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### **GENERAL:**

Nothing contained in this Agreement or the accompanying Rider shall be deemed to constitute either Purchaser or Artist a partner or employee of the other party. This Agreement and the accompanying Rider and exhibits express the complete understanding of the parties and may not be amended except in a written communication signed by both parties. If a court finds any provision of this Agreement or the accompanying rider invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of Maryland. In the event of any dispute arising from or related to this Agreement, the prevailing party shall be entitled to attorney's fees.

\_\_\_\_\_  
Purchaser Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
JohnStone Reggae LLC Representative Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

# JOHNSTONE

## ROOTS REGGAE MUSIC

### JohnStone Reggae Band Performance Agreement Rider

#### Greetings,

We look forward to working with you. Thank you in advance for accommodating our needs, as listed below. If you have any questions or would like to negotiate any aspect of this Rider, please contact Andre at (703) 501-4138.

**Band Make-up.** JohnStone Reggae LLC consists of four band members. We may also be accompanied by 2-3 additional members, at our discretion. Please inquire how many people we are bringing if you are providing hospitality. If JohnStone is providing the sound system, we will be accompanied by 1-2 sound engineer(s). **As a default, please plan for six members total for terms of hospitality and space requirements.**

**Hospitality.** Unless otherwise indicated, Purchaser will provide an allowance of beverages behind or near the stage area / in the green room, for the sole use of Artist and its crew members.

Special arrangements shall include:

**Cooler filled with ice** (to be placed in green room or near stage and filled with items below)

**Case of Bottled Water (24 bottles- 18 cold, 6 room temp)**

**Adult Beverages** (If it is easier or preferable for the band to be served at the guest's bar instead, please indicate that here: \_\_\_\_\_)

Otherwise, please provide a cooler with beer or other adult beverage for the sole use of Artist.

**(We prefer Heineken, Sam Adams, Red Stripe and Guinness. A mixture is best.)**

**Meals.** Purchaser will provide a meal to the band as follows: **Describe meal provision here:**

( \_\_\_\_\_ )

**Merchandise.** JohnStone reserves the right to sell its merchandise at all performances at JohnStone's will and discretion, unless otherwise agreed upon with Purchaser. Purchaser shall not permit any other sale or distribution of merchandise bearing Artist's trademarks or image without prior consent from the Artist.

(For weddings, we're discreet about merchandise, but if guests ask us about availability, we will sell to them. We sell CDs, T-shirts and stickers only.)

**Dressing/Storage/Green Room.** Purchaser shall provide a safe room for the Artist's storage of equipment throughout the event. Purchaser shall be responsible for the safety of items stored in this room, unless Purchaser provides Artist with a key to the room for the duration of the event, in which case Artist assumes responsibility for items stored in the room.

**Insurance.** Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third party claims.

**Any other hospitality is greatly appreciated!**

**Thank you for your attention to detail and generosity in fulfilling our above needs.**

**PURCHASER, please sign or initial here ( \_\_\_\_\_ ) acknowledging your understanding of the terms of this page of the Performance Agreement Rider, and send a copy back with the signed Performance Agreement.**