**Lloyd McCarter**

**and the**

**Honky Tonk Revival**

This contract is made on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_,between Operator and Lloyd McCarter and the Honky Tonk Revival for the hiring of Band as independent contractors to perform for Operator at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

It is agreed as follows:

1. Place, date, and time of Show. The parties agree that the time and place of Show will be Venue, located at ­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the\_\_\_\_\_\_\_\_ day of , \_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. Description of Show. Show will be a musical performance with musical content decided by Band. Show will last of a minimum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. Payment. Compensation for the Show will be ­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars, payable by cash or check.

4. Cancellation. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 50% of the fee is non-refundable, but Operator will not have to pay the remaining 50% of Fee. If Show is cancelled within 2 days of Show, Operator must pay Band's full Fee.

5. Force Majeure. In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the parties may negotiate a substitute Show on the same terms as this Agreement providing an agreement can be made that coincides with the band tour schedule, with no additional Fee due, in which case a new Agreement reflecting this will be signed by the parties. No damages may be sought for failure to perform because of force majeure.

6. Band Guest Tickets. Operator will make available to Band 6 complimentary tickets to Show for Band to use at Band's sole discretion.

7. Food and Drink. Operator will provide Band with four meals or cash buyout (at $10/person), and 10 bottles of water.

8. Parking. Operator will secure sufficient parking for Band's large cargo van and trailer within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

9. Sound Systems Check. A sound check conducted by Band of Venue's sound system or Band sound system is required, at a time to be mutually arranged between Band and Operator.

10. Security, Health, and Safety. Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

11. Indemnification. Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

12. Severability. If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

13. Interpretation. Agreement will be interpreted according to the laws of Homestate.

14. Riders. Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Band's Representative printed name: Lloyd McCarter

Lloyd McCarter and the Honky Tonk Revival

Operator's Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Operator's Representative printed name and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_