



ANY AND ALL RIDERS ATTACHED HERETO ARE MADE A PART HEREOF.

CONTRACT BLANK

This contract for the personal services of musicians on the engagement described below, made between the undersigned purchaser of Music (herein called "Purchaser") and _____ musicians.

- 1. Name and Address of Engagement:
2. Name of Group:
3. Type of Engagement:
4. PERFORMANCE DATE(S) AND TIME(S):

5. WAGE AGREED UPON:

Payments to be made as follows:

- (a) \$_____ shall be paid by Purchaser to Artist, immediately following the conclusion of the engagement, payable in cash or cashier's checks only to the group leader.
(b) \$_____ shall be paid by Purchaser and sent on the day of show to Agent. Checks should be made payable to BEER DADDYS and mailed to 38557 8th Ave., North Branch, MN 55056.
(c) \$_____ shall be paid by Purchaser to and in the name of BEER DADDYS, payable in cashier's check, money order or wire transfer only, as security deposit, due no later than _____.

COMMISSIONS

6. The leader manager or representative of the musicians, _____, individually and for the musicians agrees and guarantees to pay _____ percent of gross paid per Section 5 of this contract. This commission is in payment for personal services booking fee contract fee, and expenses rendered and incurred in this transaction to BEER DADDYS. The person signing as leader, manager or representative of the band represents that he is under no minor disability and that he has legal capacity to contract and do business for the musicians. Failure of musicians to pay commission as mentioned in this paragraph gives BEER DADDYS an immediate cause of action against all members listed for said commission, reasonable attorney s fees, court costs and legal interest. The booking commission must be paid within five (5) days after the date musicians are to perform for the Purchaser as stated in Section 4.

Purchaser's Name:

Group Leader's Name:

Signature of Purchaser

Signature of Leader

Venue:

Address:

Telephone Number: _____

Booking Agent: _____

The term adequate as contained herein is interpreted to mean acceptable to Artist as determined by the sole judgment of the Artist.

7. The leader shall, as agent of the Purchaser, enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. On behalf of the Purchaser the leader will distribute the amount received from the Purchaser to the musicians, including himself as indicated on the opposite side of this contract. The amount paid to the leader includes the cost of transportation.

CANCELLATION

8. Agent, Artist and Purchaser agree that this agreement is not subject to cancellation unless Agent agrees. Agent will use its best efforts to insure completion of this contract by Artist. However, due to various circumstances beyond Agent's control, including the refusal of Artist to perform, should Agent be required to cancel the engagement, it shall give notice as soon as possible to Purchaser and snail at Agent's option and in its sole discretion, either a) make a substitution of equal caliber, or b) replay the engagement at Artist's and Purchaser's convenience, or c) return the deposit to Purchaser and cancel this agreement. If this contract results in litigation between the parties hereto, Purchaser agrees to pay all Agent's cost therein, including reasonable attorney's fees.

RECORDING

9. No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever without a specified written agreement with the musician permitting such recording, reproduction or transmission.

BREACH OF CONTRACT

10. As between Purchaser and musicians, in case of breach of contract on the part of Purchaser, it is agreed that the liquidated damages of the musicians will be in the amount as stated in Section 5 of this contract.

RE-BOOKING / BEER DADDYS INTEREST

11. In consideration of the service rendered by BEER DADDYS in securing this booking, the leader, manager or representative agree to book all bookings from the above Purchaser for a period starting on the date stated in the introductory paragraph of this contract and ending 360 days from the performance date set out in Section 4 of this contract, through BEER DADDYS.
12. Artist hereby assigns to BEER DADDYS an interest in any sums due to Artist from Purchaser to the extent of any amounts due to BEER DADDYS from Artist. Said assignment is intended by Artist to create an assignment coupled with an interest.

CANCEL FOR TV

13. Purchaser agrees that Artist may cancel engagement hereon by giving Purchaser written notice of such cancellation which is postmarked not later than thirty (30) days prior to the commencement date of the engagement herein, if Artist is called upon to render his services in the recording studio or in connection with a television program or National tour.
14. This contract does not exclusively determine the person liable to report and pay employment taxes and similar employer levies under rulings of the U.S. IRS and of some state agencies.