

SAMPLE CONTRACT

Set forth below is a sample contract for a performance by Dan Heath with the Paradise Band for a wedding reception. It also contains a paragraph for the hiring of a keyboardist to provide light background music during the "cocktail hour" or "dining period" of the reception. Other combinations can be utilized during the "cocktail hour" or "dining period" including a trio or quartet or even quintet of instrumentalists. Your contract may be different than that set-forth below as each event is special and different.

DAN HEATH WITH THE PARADISE BAND

(SAMPLE)

CONTRACT

THIS CONTRACT is by and between _____ of _____ and Dan Heath Music, Inc. d/b/a *Dan Heath with the Paradise Band*, of Fort Wayne, Indiana, and is entered into on the date set forth below.

RECITALS

WHEREAS, _____ and her fiancé _____ desire to hire *Dan Heath with the Paradise Band* for the provision of music for their wedding reception on _____ at the _____ and _____

WHEREAS, Dan Heath Music, Inc., d/b/a *Dan Heath with the Paradise Band*, and by its President, Daniel G. Heath, is honored to enter into this contract to provide music for that very special occasion;

NOW THEREFORE IT IS RESOLVED, that Dan Heath Music, Inc. d/b/a *Dan Heath with the Paradise Band* enters into this contract with the father of the bride, _____, for the provision of musical entertainment for the wedding reception of his daughter, _____ and her fiancé, _____, under the following terms and conditions, to wit:

TERMS AND CONDITIONS

1. **Compensation.** _____ shall compensate Dan Heath Music, Inc. the sum of _____ (\$_____) for the provision of live music at the wedding reception of _____ and _____ on _____, at the _____ in _____, IN. The provision of such live musical entertainment shall be in substantial conformance with those representations set forth at the website for *Dan Heath and the Paradise Band* at <http://www.gigmasters.com/jazz/DanHeathWithThe/> . The compensation set forth in this numbered paragraph shall be for up to three (3) hours of live musical entertainment by the Dan Heath with the Paradise Band, consisting of seven (7) musicians in total. The band is permitted one (1), fifteen (15) break for each fifty (50) minutes of performance.

2. **Additional Compensation for Keyboardist.** In addition, _____ and/or _____ desire to have live back ground music during the “cocktail hour” and “dining period” of their reception by the keyboardist for Dan Heath with the Paradise Band. The additional charge for the keyboardist for this is Forty Dollars (\$40.00) for this estimated one and one-half hours of performance.

3. **Consideration** As consideration for this contract a deposit of _____ (\$_____) should be sent with a signed copy of this contract to Dan Heath Music, Inc. in the return envelope that Dan Heath Music, Inc. shall provide for convenience of _____. Upon receipt of said deposit, Dan Heath Music, Inc., also as consideration for this contract, shall designate the late afternoon and evening of _____, for the provision of musical entertainment as set forth above and for no other party. The remaining balance of _____ (\$_____) shall be paid to Dan Heath Music, Inc. on the evening of _____ at the aforementioned wedding reception. Upon delivery to Dan Heath Music, Inc. of the full compensation described above, Dan Heath Music, Inc. shall be responsible for compensating all musicians in *Dan Heath with the Paradise Band*, and shall save, hold harmless and defend _____, _____, _____ and _____ from any claims for compensation of any member of the *Dan Heath with the Paradise Band*. Checks should be made payable to “Dan Heath Music, Inc.” and delivered to Dan Heath, its President.

4. **Rider.** Because the members of the Dan Heath with the Paradise Band will have to set-up their equipment and otherwise prepare for their performance and, therefore, will not have the opportunity to locate dining, _____ will make certain that a “sandwich basket” and refreshments are provided for members of the band. Dan Heath Music, Inc. and members of the *Dan Heath with the Paradise Band* shall be responsible to provide PA equipment, microphones, music stands and music stand lighting, musical instruments, sheet and chart music and the like and all items necessary for the provision of live, musical entertainment. It is preferable that the band have an area of not less than 16’ x 12’ for setting-up and performing. Dan Heath Music, Inc. shall make its microphone and PA equipment available for wedding reception announcements, toasts and so forth. Dan Heath shall be available to make announcements as requested by _____ and /or _____.

5. **Special Song Requests.** In the event _____ and/or _____ desire that *Dan Heath with the Paradise Band* perform specially requested songs (i.e. for the Bride and Groom’s first dance, the Father/Daughter dance, the Mother/Son dance, etc.) that are not currently listed at the song list located at <http://www.gigmasters.com/jazz/DanHeathWithThe/>, Dan Heath shall be given notice of such specially requested songs at least sixty (60) days prior to the wedding date. _____ has already requested the song “_____” and Dan Heath Music, Inc. by its President, Dan Heath, shall make a diligent effort to be prepared to perform such song at the reception set forth above. Dan Heath Music, Inc. makes no guarantee that other such specially requested songs can be performed for the reason that sheet music or music charts for such specially requested songs may not be available. In the event *Dan Heath with the Paradise Band* is unable to perform such specially requested songs, Dan Heath shall make his disc player and PA equipment available so that pre-recorded versions of such songs can be played.

So entered this _____ day of _____, 200_.

Dan Heath Music, Inc.

By: _____
Daniel G. Heath, President (Responsible party)