



**summerglen music**

## Contract for Musical Services

This contract for the personal services of musicians known as Summerglen for the engagement described below is made on \_\_\_\_\_ (date) between the undersigned Purchaser of music, hereinafter referred to as "Purchaser," and the undersigned agent for the Musicians, hereinafter referred to as "Musicians".

### 1. PURCHASER

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### 2. MUSICIANS

Christina Thompson  
(919) 395-7605

christina@summerglen-music.com

Andrew Munger  
(919) 271-5572

andrew@summerglen-music.com

Each musician is acting as an independent contractor, and is responsible for the filing of any reports and the payment of any taxes based upon wages or earnings of the musician.

**Number of Musicians:** Two

**Instruments:** Trombone, Vibraphone or Marimba

### 3. ENGAGEMENT:

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Start time: \_\_\_\_\_

Type of Engagement: \_\_\_\_\_

End time: \_\_\_\_\_

Musicians' Attire: \_\_\_\_\_

Musicians are paid for the time required for them to be at the event, whether they are playing or not.

**Breaks:** If musicians are engaged for 1½ hours or more, musicians will take one 10-minute break for every hour for which they are engaged.

**Weather:** Purchaser understands that musical instruments are extremely valuable and are susceptible to damage when exposed to precipitation. Unless prior written approval is obtained from Musicians, Purchaser agrees that musicians will not be exposed to rain, sleet, snow, or other unreasonable inclement weather or performance conditions. If the engagement is held outdoors with no alternate indoor location, inclement weather rendering performance impossible or not feasible shall not be deemed an emergency and payment of agreed upon price shall be made, provided that Musicians are ready, willing, and able to perform pursuant to the terms of this agreement.

**4. FEE:**

\$70 per hour \_\_\_\_\_ + Additional time \_\_\_\_\_ + Travel Fee\* \_\_\_\_\_ =Total Fee \$  
(2 hour minimum) (After 2 hours, fee is \$60/hour)

*\*\$.50 per mile travel fee for engagements outside the Raleigh, NC area.*

Engagement will not be confirmed until a non-refundable deposit of \$ \_\_\_\_\_  
(half of total fee) has been received by Musicians.

The balance due, \$ \_\_\_\_\_, will be delivered to Musician's representative within 15  
minutes of completed performance.

If on the date of service Musicians are requested to continue playing beyond the time  
stated above, and Musicians agree to do so, Musicians will be compensated an  
additional \$50 per 15 minutes past the time stated above.

In the event the Purchaser refuses or neglects to provide any of the items herein stated, or  
fails or refuses to make any of the payments as provided herein or to proceed with the  
engagement, the Musicians shall have no obligation to honor this contract and shall retain  
any amounts already paid to the Musicians nor shall the Musicians be obligated to  
reimburse any money spent or services secured on their behalf by the Purchaser. The  
Purchaser shall remain liable to the Musicians for the Contract price herein set forth.

This contract, and the terms and conditions contained herein may be enforced by the  
Purchaser and its agents, and by each Musician who is a party to this contract or whose  
name appears on the contract or who has, in fact, performed the engagement  
contracted for, hereinafter referred to as "participating musicians" and by the agent or  
agents of each participating musician.

In the event of sickness or accident to any of the Musicians, or if performance is  
prevented, rendered impossible or not feasible by any act or regulation of any public  
authority of bureau, civil tumult, strike, epidemic, interruption of transportation services, or  
any cause beyond the control of the Musicians, it is understood and agreed that there  
shall be no claim for damages by either party to this contract. In this instance Musicians  
will endeavor to the best of their ability to find a like-quality substitute, but cannot be held  
liable if a substitute is not found in which case such performance shall be deemed waived  
and money (if any) advanced to the Musicians shall be returned on a pro-rata basis.

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Musician's Signature \_\_\_\_\_ Date \_\_\_\_\_