

# Collage Music 2009/2010 Engagement Contract

Agreement made on \_\_\_\_\_ (date) between **Collage Music** and \_\_\_\_\_  
\_\_\_\_\_ (Purchaser)

Date and requested time of performance: \_\_\_\_\_

Musicians' arrival time: \_\_\_\_\_ Estimated length of performance: \_\_\_\_\_

Place of engagement: \_\_\_\_\_

Ensemble (no. of musicians) and instruments: \_\_\_\_\_

## Type of performance:

\_\_\_ Wedding ceremony **only** (please see reverse for stipulations)

\_\_\_ Reception, event or any combination of wedding ceremony/cocktail hour/reception or other event **{Specify:}**

## Requirements:

1. Chairs without arms must be provided by purchaser; one per musician.
2. Musicians will be allowed one 10-minute break per hour of service.
3. Adequate shelter from precipitation and/or direct sun **MUST** be provided. See reverse for specific definition of "adequate shelter."

**NO performances will take place under any circumstances without adequate shelter.**

Agreed-upon compensation \_\_\_\_\_ Deposit amount (50% of total) \_\_\_\_\_.

**Note: The remaining balance of \_\_\_\_\_ shall be due ON OR BEFORE the day of performance. Acceptable forms of payment are cash, check and, by arrangement with Collage, payment via PayPal.**

It is understood that **Collage Music** and the **Performers** thereof will execute this contract as independent contractors and are not employees of the **Purchaser**. This contract may not be cancelled nor amended without written approval of both parties at least 60 days prior to performance. In case of delay or detention in transportation or inability to fulfill this contract due to illness, accident action or ruling government authority, or act of God, it is agreed that there shall be no claim for damages by either party. Otherwise, Collage Music shall be entitled to retain the full deposit.

X \_\_\_\_\_  
Susan Langenes  
Collage Music, 2112 NE 13<sup>th</sup> Ave. Portland OR 97212

\_\_\_\_\_  
date

X \_\_\_\_\_  
Purchaser (Please print name, address, & best phone number below)

\_\_\_\_\_  
date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ADDITIONAL TERMS

1. In the event of sickness or of accident to any member of **Collage Music** or if a performance is prevented, impossible, or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war condition or emergencies or any condition or cause beyond the control of **Collage Music** or **Purchaser** it is understood and agreed upon that there shall be no claim for damages by either party to this contract and **Collage Music's** obligation as to such performances shall be deemed waived. In the event of such non-performances for any of the reasons stated in this paragraph, the monies (if any) advanced to **Collage Music** shall be returned in full.

Unexpected delays, late cancellations, interruptions, or preventions of performance caused by inclement weather, the performance venue, employees of the venue, or other event vendor (caterers, other performers, etc) shall not be considered the fault of **Collage Music**, and full payment of the agreed-upon amount of compensation, and / or applicable overtime, shall be made notwithstanding, provided **Collage Music** is ready, willing, and able to perform pursuant to the terms within this contract.

[        ] I, purchaser, hereby understand, agree and accept the above terms.

2. In the event that **Collage Music** is engaged to perform for a **wedding ceremony only**, if the **Purchaser** (or other party authorized by **Purchaser**, see below) has not made a specific verbal or written request for a relocation following the ceremony, the performance will be deemed complete once the ceremony has completed (the ceremony itself is to be deemed complete after the recessional of the bridal party) **and** all guests/audience members have departed the performance area. For indoor performances, the performance area is defined as the room in which the ceremony has taken place. For outdoor performances, the performance area is defined as the vicinity of a 50 foot radius of the performers themselves. If relocation has been requested, the performance shall be deemed complete after the amount of time specified within this contract. The following person(s) is / are authorized by **Purchaser** to instruct Collage Music performers during the engagement: \_\_\_\_\_

3. If **Collage Music** is required to continue to perform beyond the specified end time, an overtime rate of \$25 per performer for every 15 minutes overtime will be charged. With the exception of a **wedding ceremony only performance**, this rate will only be charged if **Collage Music** has been specifically requested to continue by the **Purchaser** (or other party authorized by **Purchaser**). In the event of overtime for a wedding ceremony, **Collage Music** will make every effort to gain authorization for overtime performance, unless the ceremony is in process. If obtaining such authorization is not practical, overtime shall automatically apply. Payment for any overtime shall be paid by **Purchaser**, or their authorized representative, immediately after any extended performance ends, in addition to any other payment balance then due.

[        ] I, **Purchaser**, hereby understand, agree and accept the above terms.

4. A cancellation (submitted in writing) initiated by the **Purchaser** more than 60 days in advance of the performance date is eligible for a full refund of any and all monies paid to **Collage Music**. If the cancellation is made 60 days or less in advance of the performance date, all monies except the deposit amount will be refunded. Arranger's fees are exempt and will not be refunded in the event of performance cancellation. [        ] I, **Purchaser**, hereby understand, agree and accept the above term.

5. It is further agreed that as an independent contractor, **Collage Music** assumes all liability and will hold the **Purchaser** blameless for any accident, death, or injury to person or property which may occur due to the fault of any member of **Collage Music** or any person authorized by **Collage Music** to help, assist, supervise, or observe the performance including but not limited to any individual who assists in setting up and/or breaking down equipment by **Collage Music**.

6. "Adequate Shelter" is defined by the provision of conditions conforming to the following points:

1. **NO precipitation** of any sort may be allowed to reach the performers, and especially their equipment.
2. **NO direct sun** may be allowed to reach the performers, and especially stringed instruments.
3. Reasonable protection from strong winds and wind gusts should be provided.
4. Ambient air temperature of between 60 and 100 degrees Fahrenheit

**Purchaser** shall be responsible for making provisions for shelter for outdoor performances, unless otherwise agreed upon by both parties. The **Performer(s)** retain the right of refusal to perform (retaining compensation) in any engagement, if provisions are deemed inadequate at the time of performance by the **Performer(s)**. Contact Collage Music for more information.

7. The **Purchaser** shall provide funds to replace (within seven days of the incident) any equipment that is lost or damaged as a result of the negligence of the **Purchaser**, or those in attendance of the performance, if such damage is not covered by insurance.

8. A \$25 fee will be charged on returned checks. **Purchaser** shall be exclusively liable for any costs, including legal fees, related to collection of any funds due to **Collage Music**.

9. Venue for any legal disputes shall be the state or federal courts of Multnomah County, Oregon.

10. This Agreement contains the entire understanding between the parties hereto and supersedes all prior representations, agreements, and understandings, whether written or oral.