

ENGAGEMENT CONTRACT

THE VAGUELY FAMILIAR ACOUSTIC GUITAR DUO

This contract (the "Agreement") is made on ____ day the ____ day of _____, 20____, between _____ (the "Operator") & Theodore T. Hopf (A.K.A.: "The Vaguely Familiar Acoustic Guitar Duo" [the "Artist"]) for the hiring of the Artist as independent contractors (not employees of the Operator) to perform (the "Show") for the Operator at _____ (the "Venue"), located at the address _____.

It is agreed as follows:

1. Place, date, & time of the Show: The parties agree that the time & place of the Show will be the Venue on ____ day the ____ day of _____, 20____, beginning at ____:____ M & ending no later than ____:____ M.

2. Description of the Show: The Show will be a musical performance with content decided by the Artist. The Artist will perform _____ set(s) of music totaling _____ hour(s) & _____ minutes. The Artist will be given _____ minute break(s.) The Show will occur indoors / outdoors (check one.)

3. Payment: Compensation for the Show will be \$_____.____ dollars (FLAT), payable by cash/check (together being the "Fee"). No down payment is required; the Fee in total is due immediately at the conclusion of the Show, but may be made earlier. Please make check payable to "Ted Hopf."

4. Cancellation: The Show may be cancelled by the Artist at any time, & the Operator may not seek any damages. The Operator may make cancellation at any time, & the Artist may not seek damages.

5. Force Majeure: In the event the Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Artist, the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of the Show, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. Food & Drink: At the very least, Operator will provide the Artist with cold, clean drinking water at the Artist's request.

7. Parking: The Operator will secure sufficient parking for the Artist's vehicle(s) (____ [____] compact SUV('s)) within a reasonably convenient distance to the Venue for a minimum period of ____ minutes prior to the Show & lasting until ____ minutes after the Show.

8. Equipment Load-In: ____ minutes before scheduled performance time. The Operator provides a level stage or floor, an accessible, working, grounded electrical outlet no greater than 40' from the performance area & lighting (if applicable); all other equipment must be provided by the Artist.

9. Sound Systems Check: If a preliminary examination conducted by the Artist of Venue's performance location (stage area) & acoustical characteristics are required, it will occur ____ minutes before Show commences. If venue-owned sound equipment is required, the Artist will provide direct outputs from amplifiers to the venue-owned equipment. The Artist will not be responsible for operating venue-owned sound equipment.

10. Security, Health, & Safety: The Operator warrants that the Venue will be of sufficient size to safely conduct the Show, that the Venue is of stable construction & sufficiently protected from weather, & that there will be adequate security &/or emergency medical responders available if foreseeably necessary. Outdoor performances (if checked above) must be within a reasonable distance of safe, dry shelter in the event of inclement weather. The Operator maintains sufficient personal injury/property insurance for the Venue sufficient to cover foreseeable claims.

11. Indemnification: The Operator indemnifies & holds the Artist harmless for any claims of property damage or bodily injury caused by the Show's attendees.

12. Arbitration: Arbitration settles disputes. All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at URL resource locator: <http://www.judge.me> (the "Arbitration Service") & according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service & any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.

13. 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.

14. Interpretation: Agreement will be interpreted according to the laws of Illinois.

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

16. Commencement. Commencement of engagement is deemed to be an acceptance of all terms stated herein by the Operator & the Artist. This agreement may not be changed or altered except by an instrument in writing by both parties. The Operator &/or the Artist shall not have the right to transfer or assign this agreement to any third party.

~

The below-signed Artist Representative warrants s/he has authority to enforceably sign this agreement for the Artist in its entirety. The below signed Operator's Representative warrants s/he has authority to bind the Operator & the Venue.

Signature of Artist's Representative:

Date:

_____ day _____, 20____

Artist's Representative printed name & title:

Theodore T. Hopf

Managing Artist / Representative for The
Vaguely Familiar Acoustic Guitar Duo

Signature of Operator's Representative:

Date:

_____ day _____, 20____

Operator's Representative printed name & title:
