

A.C. JONES
CONTRACT FOR ENTERTAINMENT SERVICES

A.C. Jones is an exciting, high-energy country band featuring the dynamic vocal talents of **A.C. Jones**. Offering a combination A.C.'s original compositions and cover tunes, we present ourselves as a professional, drug-free organization with the ability to be self-contained if necessary; sound, crew, and lights for up to 500. Details and expectations, applicable to both parties of the agreement, are outlined both below and in attached Exhibit "A".

This contract is entered into by **Michael Myhal**, representing **ACJones Music, Ltd.**, on behalf of "A.C. Jones", herein referred to as "'The Band'" and:

Company/Venue Name _____

Authorized Representative _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____, Cell _____

E-mail _____

herein after referred to as "'The Client'" for the purpose of "The Client" hiring "The Band" to provide musical entertainment subject to the following provisions:

The date and location of the engagement is to be:

Location:(Please be as detailed as possible)

Date: _____

Hours of engagement: _____

Additional Notes: _____

Services to be provided by "The Band"

FOH (Front of House) and Audio Engineer

We have the ability to provide our own FOH, mics, and backline if required. The below scenarios should cover just about any venue set-up. If the situation is unique, the specifics/exceptions will be outlined in option #4. Quoted fee will be based upon these selections. Please check the desired option(s) below.

Client provided Audio technician _____ or Band provided Audio Technician _____

- 1) _____ The Band will provide FOH system and all other mics, monitors and backline for its own use. (This option for up to 500 guests and requires additional set-up time)
- 2) _____ The Band will use venue provided FOH system but still use its own mics, in-ear monitors and backline. We will use a split snake to provide feeds to both our in-ear mixer and the venue provided FOH stage box or snake.
- 3) _____ The Band will use venue provided FOH system and monitors (6 mixes required).
- 4) _____

Lighting

If lighting is to be required for the performance, please select an option below;

- 1) _____ The Band will supply lighting it deems appropriate for the venue (additional cost)
- 2) _____ The Client will supply lighting appropriate for the performance and venue

Compensation for Services

Checks are to be made out to ACJones Music, Ltd. Tax ID # 20-3980895

"The Client" agrees to pay for services rendered as outlined below: Pricing is calculated on various factors including, but not limited to, venue, distance, duration of show, required audio, required lighting, and required crew.

Retainer: \$ _____ (25% due at least 90 days prior to the engagement)

Balance due one hour prior to time of performance: \$ _____

Food and beverage allowance _____

Performance Rider Specifications:

“The Client” agrees to provide for “The Band” or arrange with third parties for the provision of the following items:

- **Power** for sound amplification (Standard 115 - 120 volt, 15 amp power source -- 2 separate and dedicated circuits) within 25 feet of the location of “The Band”.
- **Power** for lighting if required (Standard 115 - 120 volt, 15 amp power source -- 2 additional separate circuits) within 25 feet of the location of “The Band”.
- Sufficient **stage area** for “The Band”. (Recommended min.- 16’ deep X 30’ wide)
- If performance is scheduled for outdoors, **stage must be covered and fully protected from the elements**, especially rain and wind. If not covered as noted, “The Client” acknowledges the risk of non-performance due to inclement weather.
- Water or non-alcoholic refreshments, free of charge.
- **Smoking**- If performance is scheduled indoors, the venue should be deemed non-smoking. If the venue is normally a smoking venue, “The Client” agrees to prohibit smoking in and around performance area 2 hours prior to performance and 30 minutes after performance. For outdoor performances, “The Client” will post signs or allow “The Band” to post signs that prohibit smoking at least 50 feet from the stage area on all sides.
- **Access, parking, and egress** to and from the site of the performance at least 3 hours prior to scheduled performance time for equipment set-up and sound check and 90 minutes after completion of performance in order to pack up and secure gear.
- **Approvals** (if required) from all appropriate jurisdictions for the broadcast of amplified sound. (Discontinuation of a performance by local authorities in no way mitigates “The Client's” requirement to pay for services in full)
- **Clean restroom or dressing room facilities**
- Adequate **security** to insure the safety of the band, crew and families.
- **Parking and accessibility** near the stage for our **55’ equipment rig/trailer and 42’ travel coach** with supplemental on-site parking for other band members and crew.
- “The Band” shall be permitted to sell its merchandise on premises with no premium or commission due the venue or “The Client” on the proceeds from those sales.

Additional Notes _____

“The Client” is responsible for providing adequate security. Upon arrival at the venue or at any time prior to the performance, if “The Band’s” or any member of their team is threatened or management determines that conditions are unsafe, hostile, or lacking reasonable security, “The Band” has the option to vacate the premises, with full understanding the forfeiture of any further payments. If any unsafe or threatening situation arises once the performance has begun and prompting stoppage of the show, “The Client” agrees to provide full payment to “The Band”.

Although fully insured, "The Band" is not responsible for any accidental or consequential damage caused to electrical circuitry, client or house-supplied equipment (extension cords, generators, circuit breakers, fuses, public address systems etc.) or any damages to "The Client's" or third parties property caused by guests, attendees or "The Band". These liabilities are borne solely by "The Client".

Unless otherwise specified, Guest List for "The Band" and crew need include only those travelling with or involved in the operations of the band. We are very family oriented and travel with our families. With that said we are very respectful of our employers and are diligent in our efforts to not burden "The Client" to provide anything for them other than access to the event where necessary or agreed upon.

All promotional material should include the following information:

- Date and time of the event.
- Age restriction or state that it is an all age show
- Band name and logo (if provided by "The Band" in time for collateral printing)

If necessary and at "The Band's" discretion, with the exception of AC Jones, "The Band" reserves the right to substitute any member of "The Band" unable to perform.

Outdoor Performance Consideration- In the instances where performance are scheduled for outdoor events and/or venues, "The Client" must provide adequate protection for "The Band" and it's equipment before, during and after said performance and for the transfers between the venue site and it's transportation vehicles and for the entire time "The Band" is on site. It is understood "The Band" will not be expected to perform during excessive or damaging rain, lightning, or other threatening weather or dangerous conditions and that "The Band" will work with "The Client" to provide any common sense alternatives to continue the performance. If weather or other dangerous conditions prohibit the set-up of equipment and/or performance after "The Bands" arrival at the venue, "The Client" still agrees to pay 50% of the negotiated fee in order to cover the general travel and time expenses of "The Band".

Cancellation by "The Client": If for any reason The Client must cancel less than 30 days and more than one day prior to the event date, the result will be a loss of deposit. Cancellation by "The Client" one day prior to or on the date of the event will result in 50% of the remaining balance still being due. Any reschedule of a cancelled event does not remedy "The Client" from expected payment as noted above and the rescheduled event will require a new contract.

The specific terms, conditions and pricing of this contract shall be considered private information to be disclosed only to the parties named in the contract and those officially affiliated with those parties. The balance of client and band responsibilities and agreements are summarized in Exhibit "A" attached to this agreement.

Cancellation by "The Band": In the unlikely event "The Band" must cancel due to extenuating circumstances, including, but not limited to illness/accident, acts of nature occurring during travel, future/pending overriding contractual agreements, etc., retainer/deposit will be returned to "The Client". "The Band" shall not be held liable for any expenses incurred by "The Client" other than promotions or advertising exclusively attributable to "The Band" and that amount shall be limited to \$500.00. Proof of these expenses must be provided by "The Client" for reimbursement.

To secure your date, please sign and send to the address below along with a retainer/deposit check made out to ACJones Music, LTD.

Agreed to by: Michael Myhal, Manger Print Client Name _____

Signature _____ Signature _____

Date: _____ Date: _____

Revised 3/1/2019

Additional Comments or Notes:

STANDARD TERMS AND CONDITIONS

"The Client" and Michael Myhal, representing ACJones Music, Ltd. agree that the following provisions are a part of their agreement:

1. Time, Fee and Cost Estimates: Fees are quoted as fixed fee figures and are considered not to exceed figures without approval, written or verbal by "The Client". Any tips, gratuities offered to "The Band" or material benefits voluntarily provided by the attendees of the performance for "The Band" become the sole property of "The Band". "The Band" will make every effort to comply with the time estimates provided, but it is not responsible for any inaccuracies due to factors beyond its control.

2. Payment, Breach, Attorney's Fees: Fees and all other charges (including direct costs), will due and payable in full at minimum one (1) hour prior to commencement of the performance. "The Band" at its discretion may suspend performance until payment is made. In the event a last minute verbal or written agreement is executed between "The Band" and "The Client" to relax that requirement, such as in the case of pending proceeds from ticket sales, cover charges, etc., if any invoice or portion of fees due are unpaid 5 calendar days following the performance date, the amount owed shall be considered delinquent. Delinquent amounts shall bear interest at the maximum non-usurious interest rate permissible by law or 25% per annum, whichever is higher, from the performance date until paid in full. In the event of delinquency or non-payment, "The Band", at its discretion, may suspend all further performances, and will so notify Client. In the event payment is not received within five (5) days of our notice of your overdue amount, "The Band" may deem this Agreement to be breached, retain all sums received from Client to date of breach and Client shall be liable to "The Band" for its damages resulting from such breach. In the event of any litigation in respect to payment or any other breach of the terms of this Agreement, the prevailing party shall be entitled to reasonable costs and attorney's fees.

3. Performance: At the discretion of "The Band", the performance due "The Client" pursuant to this Agreement may be withheld until all sums due "The Band", pursuant to this Agreement have been paid.

4. Warranties: "The Band" makes no warranty, either express or implied, as to the nature of the performance or specifications, except that they were promulgated in accordance with generally accepted practices within the industry.

5. Amendment of Agreement: This Agreement of which these Terms and Conditions constitute a part, comprise the entire Agreement of the parties with respect to the subject matter hereof. No conditions or representations, altering, detracting from, or adding to the terms hereof shall be valid unless printed or written hereon, or evidenced in writing by either party to this Agreement and accepted in writing by the other. Purchase orders or similar documents issued by "The Client" are solely for the purpose of signifying acceptance of this Agreement and authorizing payment hereunder.

6. Assignment: Neither party shall assign this Agreement without the written consent of the other.

7. Invalid Provisions: In the event any provision of this Agreement shall be held to be invalid or unenforceable, the other provisions of this Agreement shall remain valid and binding on the parties.

8. Waiver: One or more waivers of any term, condition or covenant by either party shall not be construed to be a waiver of a subsequent breach of the same or any other term, condition or covenant.

9. Law Governing Jurisdiction: In the event of litigation on this Agreement, the interpretation thereof, and all disputes or controversies arising hereunder, shall be governed by the laws of the State of Ohio, and brought and tried in Mahoning County, Ohio.