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Contracts for music artists. How to write a music contract agreement. Musician contract example. Musicians union contract template. Contract for band members.

Below you can find a free to use event contract for musicians and bands. This contract is designed for musicians who are performing at live events or band leaders who need a band performance contract. You're welcome to download the template below, but make sure you edit all the changable fields to match your event and client information! Once finished we recommend you export the contract to PDF and send, or post to your client for them to sign. This template is pre-uploaded to Band Pencil, so you can start accept e-signatures and managing your bands with easy. 14-day free trial with no credit card required. Sign up now. Before you download, we recommend you read some of the sections below to understand more about how live music contracts should be constructed. Download Free Live Music Contract (Word .docx) Download Free Live Music Contract (Pages .pages) Who Can Use This Contract and for What? This contract template can be used by the following people: Musicians Bands Music agencies This contract template can be used for the following reasons: Solo musicians performing at an event Bands performing at an event Any other person performing at a live music event Do You need a Music Booking Contract? Yes. Always get a contract signed no matter the size of the event or who you're doing it for.

Contract for Musical Services

This contract for the personal services of musicians known as **Sonnenregen** for the engagement described herein is made on _____, between the undersigned **Purchaser of music**, hereafter referred to as "Purchaser", and the undersigned agent for the Musicians, hereafter referred to as "Musicians".

1. PURCHASER

Name _____
Address _____
Phone _____

2. MUSICIANS

Christian Thompson Andrew Manger
0919 355 145 0919 21 1827
christian@sonnregen-music.com andrew@sonnregen-music.com

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

Number of Musicians: Two
Instruments: Violoncello, Violoncello or Mandolin

3. ENGAGEMENT

Start time _____ Location _____
End time _____ Date of Engagement _____
Musicians are paid for the time required for them to be at the event, whether they are playing or not.

Books: If musicians are engaged for 1.5 hours or more, musicians will take one 15-minute break in every hour for which they are engaged.

Insurer: Purchaser understands that musical instruments are extremely valuable and are subject to the risk of damage when engaged in engagements. Ingeance and other cover is obtained from Musicians. Purchaser agrees that musicians will not be required to own, rent, store or other unreasonable related matter or performance conditions. If the engagement is held outdoors with no alternate indoor location, musician wearing clothing performance equipment or not required and not be damaged on emergency and payment of agreed upon and shall be made, otherwise that musicians are ready, willing, and able to perform pursuant to the terms of this agreement.

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CONTRACT FOR THE SERVICES
OF A FULL TIME MUSICIAN

An Agreement made this _____ day of _____, 20____
Incorporated in the State of _____, a company duly
Australia with its registered office situated at _____
(hereinafter called "the Producer")

AND

_____ (hereinafter called "the Musician")
of postal address _____
Telephone number _____ Facsimile number _____

RECITAL

A. The Producer is the Australian producer of the Stage Musical entitled _____
with the Book by _____
Lyrics by _____ and Music by _____
(hereinafter called "the Production").

B. The Producer agrees to engage the Musician on the terms and conditions herein this
Agreement and by the applicable provisions of the Live Performance Award ("the Award") as
varied from time to time. However, the Award is not intended to form part of your contract of
employment.

1. TERM OF ENGAGEMENT

1.1 Employment will commence with the first rehearsal call as set out in Schedule A and then as
throughout the season of the Production as specified in this Schedule A.

1.2 The Musician agrees to attend rehearsals and performances as called in accordance with the
attached Schedule A and other calls as may be required from time to time, and follow all
reasonable directions of the Musical Director and Producer or their nominees.

1.3 The Producer reserves the right to change the rehearsal and performance schedule within the
term of this Agreement at its sole discretion.

signed no matter the size of the event or who you're doing it for. It covers both you and the client and provides a suitable place for you to outline your terms and conditions you're prepared to work under. Who Needs to Sign a Contract? A contract is between two parties: You, the person providing the music. The client, the person who is paying for the service. You need to issue the contract to the client and request them to sign it and make sure you provide a signed copy to the client. It's also important you keep a copy too. You also may want to issue a contract to the following parties: Venue Agency or gig fixer Any third party providers you're using to support the booking. What Needs to be Included in a Music Booking Contract You might not need all of these clauses, but below are the six most important to include in a booking contract. There are a few more optional clauses included in our free template, you might not need them all and you can always write your own in if needed. Confirming the Music Booking You need to discuss the process for confirming the booking, whether this is electronic, verbal or written (i.e. signing this contract). Once the client understands the process, you can outline some terms about fees and what happens next. We suggest that you start the booking will only be confirmed immediately after the agreement has been signed and returned to you. Until then the event should remain provisional.

CONCERT PERFORMANCE CONTRACT

THIS ENTERTAINMENT AGREEMENT is made this _____ day of _____, 20____, by and between _____ (the "Artist") and _____ (the "Venue") and the entertainer or entertainers, if more than one, listed on Addendum A attached hereto and included herein (hereinafter referred to as the "Artist"), by and through their designated agent or representative ("Manager") identified below:

WHEREAS, the Artist desires to provide such Performance at the Concert;

NOW, THEREFORE, the parties agree as follows:

- 1. Entertainers:** The names and addresses of the Entertainers who will appear during the Performance, the amounts to be paid to each, and the Entertainers' social security numbers and union numbers, if any, are as set forth on Addendum A.
- 2. Manager:** The name and mailing address of the Manager, who is executing this Agreement on behalf of Artist(s), is: _____
- 3. Place of Performance:** The place of performance is at _____
- 4. Date(s) and Time(s) of Performance:** The date(s) of the Performance shall be _____, and the time(s) of the Performance shall be _____ This Performance shall be _____
- 5. Performance:** The entertainment to be provided by Entertainers is generally described as: _____
- 6. Agreement to Perform:** Artist(s) agree to provide the Performance in accordance with the terms of this Agreement and any addendums or other terms.
- 7. Price of Performance:** Buyer agrees to pay Artist or his agent an aggregate of _____ for the Performance, which check shall be made payable to the Manager. Upon proper

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COMMERCIAL MUSIC CONTRACT

This Agreement is made on the _____ day of _____, 20____, by and between:

PARTIES:

1. Name: _____, having address at _____, OR (Insert the name of artist's group and office address, represented by its _____ (Insert the authorized person entering into this agreement) hereinafter referred to as the "Artist")

AND

2. Name: _____, having address at _____, (if company, insert incorporated in the State of _____ USA, having its place of business at _____, represented by its authorized representative _____ (hereinafter referred to as the "Purchaser")

RECITALS:

A. The Purchaser is an entity involved in the business of managing, recording, producing and distributing different types of music forms developed by artist throughout the country.

B. The Artist is a musician (music band) performing under the name _____

C. The Purchaser is impressed by the musical abilities of the Artist and the work developed by the Artist by the name _____ (hereinafter referred to as the "Work") has a decision to buy the Work.

D. Being desirous to transfer the Work to the Purchaser in a mutually beneficial manner, both parties decide to enter into this Commercial Music Contract (hereinafter referred to as the "Agreement") to facilitate the transfer.

The reasons set forth and in consideration of the covenants and promises of the parties herein, the parties agree as follows:

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Security - your instruments and equipment need to be secure so if out about the venue security and who's responsible for it. Force Majeure This is a common clause in a contract and it essentially frees both parties from liability or obligation when an extraordinary event beyond the control of either party suddenly prevents one or both of the party from fulfilling their obligations under the contract. A perfect example of this is Coronavirus, but others include war, riot, strike or act of god. We suggest you read more about Force Majeure here. Complaints You need to outline the complaints process within the contract so the client understands how they go about complaining if they aren't happy. This doesn't need to be long, but needs to be clear about timelines and expectations. You may want to link to an external Complaints Procedure if needed. What Happens When You Sign a Contract? What Information You Need to Collect with a Signature Alongside a signature you need to collect a few other pieces of information to secure the validity of the signature. As a basic starting point you should ask the client to first sign the contract, then print their name and date the signature. If the contract is a paper, or electronic signature (e.g. Word or Pages document) there's not much else you can request for them to do. If you're using an online signature provider you can collect a few more details. For example, Band Pencil will verify the client is who they say they are by sending an email to their email address and providing a secure link which only they can use. Next alongside signing and printing their name, Band Pencil (and most other online contract providers) will record other things such as the date-time-stamp, the user's IP address and system information, such as what device they were using to sign the contract. This can all help validate the authenticity of the signature. What to do When the Contract is Signed? When the client has signed the contract you need to keep a copy for yourself for your records and you need to share a signed copy to the client. If you're using an electronic contract provider (like Band Pencil) they will usually automatically send the signed contract to both you and the client and save the document on their server. If you're using a paper copy, or a Microsoft Word, or Apple Pages document we recommend you scan, or export the document to PDF and share and save that copy as it is much harder to edit a PDF. We strongly recommend you record the date the signature was added so you have a reference point of when the document was signed. How to Revoke a Signed Contract? Revoking a signed contract can be tricky. If you're wanting to revoke a signed contract the first thing you need to do is contact the client and ask if the contract can be revoked. If they agree it is best practice to issue a new contract to confirm the previous one has been revoked and will no longer apply. Simply deleting a contract will not be valid as the client will hold the other copy and you will be back to square one! If the terms of the contract have been made null, by example the Force Majeure clause then the contract will no longer be valid and you should contact the client to confirm this with them. Conclusion The benefits of using a contract for your live music event is highly worth examining. Hopefully, you should now have a basic grasp of different elements of a contract and how they work. Remember that you can always use a software to help you manage your contracts like the one we offer in Band Pencil, alternatively feel free to use our free template - we've provided both a Microsoft Word template and an Apple Pages template. Band Pencil does not offer legal advice. Use this contract at your own risk. Experienced musicians will know and understand the importance of using contracts when dealing with promoters and music venues. Whilst the majority of those who organise gigs are trustworthy (or at least mean well!) some are not as they seem and are more than willing to tell a few lies to get what they want. Without a legally binding contract bands can be deceived into performing for free. This can sometimes happen even if a promoter has verbally agreed to pay.



ARTIST AND RECORD COMPANY MULTIPLE RIGHTS AGREEMENT

The following shall constitute an agreement ("Agreement") dated the _____ day of _____, 2008 between Fatality Entertainment, LLC ("Company") and _____ ("Artist") with respect to Artist exclusively rendering Artist's entertainment services ("Entertainment Services") to Company during the term of this Agreement.

1. ENGAGEMENT: Company hereby engages Artist to render such exclusive Entertainment Services and Artist hereby accepts such engagement and agrees to render such services exclusively in the Territory, to Company during the Term of this Agreement.

2. TERM AND OPTION: The term of this Agreement shall commence as of the date of the first performance or live (if any) performance of the Artist or any of the Artist's recorded hereunder ("Initial Period"). Artist hereby irrevocably grants to Company the right to extend this Agreement for the same term and on the same terms and conditions for one (1) further consecutive renewal periods of one (1) year ("Option Period"). In the event that the Artist exercises its right to extend this Agreement, the term of the Initial Period for (2) two additional periods, beyond the first Option Period, of (1) one year ("Option Period") in which both the Company and Artist must be in mutual agreement. Each Option Period shall be exercised automatically, unless Company or Artist gives written notice to the other within thirty (30) days prior to the date that the Contract Period would otherwise expire, that Company or Artist does not intend on exercising its right to extend this Agreement under the respective Option Period. Notwithstanding the foregoing, Company shall not have the right to exercise the respective Option under this Agreement if Company fails to release an Album in the preceding Contract Period as set forth pursuant to the terms in paragraph 1(b).

3. SERVICES: Company is hereby engaged to provide various services within the furtherance of Artist's career in the music industry as set forth in this Agreement.

Yes. Always get a contract signed no matter the size of the event or who you're doing it for. It covers both you and the client and provides a suitable place for you to outline your terms and conditions you're prepared to work under. Who Needs to Sign a Contract? A contract is between two parties: You, the person providing the music. The client, the person who is paying for the service. You need to issue the contract to the client and request them to sign it and make sure you provide a signed copy to the client. It's also important you keep a copy too. You also may want to issue a contract to the following parties: Venue Agency or gig fixer Any third party providers you're using to support the booking. What Needs to be Included in a Music Booking Contract You might not need all of these clauses, but below are the six most important to include in a booking contract. 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We strongly recommend you record the date the signature was added so you have a reference point of when the document was signed. How to Revoke a Signed Contract? Revoking a signed contract can be tricky. If you're wanting to revoke a signed contract the first thing you need to do is contact the client and ask if the contract can be revoked. If they agree it is best practice to issue a new contract to confirm the previous one has been revoked and will no longer apply. Simply deleting a contract will not be valid as the client will hold the other copy and you will be back to square one! If the terms of the contract have been made null, by example the Force Majeure clause then the contract will no longer be valid and you should contact the client to confirm this with them. Conclusion The benefits of using a contract for your live music event is highly worth examining. Hopefully, you should now have a basic grasp of different elements of a contract and how they work. 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Many bands feel that they have no choice but to rely on the word of a promoter, hoping they will receive the agreed amount at the end of the night. Most small venues and promoters choose not to bother with contracts as they see it as extra work, and may even choose not to book bands who insist on using contracts. If you're looking for advice on taking payment as a band, check out this LMM blog post. Despite this, it's crucial that musicians insist on a contract to hold promoters and music venues to account should anything go wrong. The easiest way to create a contract for a live event is to use the Last Minute Musicians' contract creation tool. It's completely free and super easy to use. Try the free contract generator tool. The Musicians' Union The Musicians' Union offers standard contracts for musicians that can cover both teaching and live performance. Read the MU's advice on contracts for live shows on their Fees and Payments page. You can use these contracts as a template, adding in your own additional information and customising them to suit your circumstance. The MU will also offer legal advice for any of its members with contract disputes. Contact your local office for more information. The contract doesn't need to be a long multi-page document, but simply a clear and concise document expressing the essential components of the agreement. The contract should stipulate how long the performance will run for to the most precise degree. For example instead of 'the performance will run for about two hours' a contract should be specific, for example 'the performance will run from 21.30 - 23.30'. A pro forma invoice is delivered to a buyer in special circumstances - typically, when all details for the invoice are not yet known.Reviso.com What constitutes a Pro Forma invoice can vary, but they are generally considered to be a preliminary document stating all the details of a transaction in one place, that can be sent over in advance of the services being rendered. For example, if you are yet to perform a show for a large corporate client, you may send over a pro forma invoice in order for it to clear the accounts department in time for the show. They can also be used in quoting or for customs purposes. Unavoidable things can happen. Whether it's a band member who can't play the show or broken down transport, there may be a reason why the show must be cancelled... sometimes at short notice! Cancellation terms need to be agreed by both parties and should be as fair as possible for both sides. Whether it be extra money for travel costs, perhaps borrowed breakables from the promoter or a strict no swearing rule or specific curfew, unique aspects of a gig need to be indicated in a contract. However small or insignificant, anything that may void the terms of the gig needs to be included in the contract. It's critical that nobody is left assuming anything. When a contract is broken, the first thing you should do is try to clear up what's going on with the other party. Always try and deal with things by email, as then you have a written record of what is arranged and when. Should that prove fruitless, take legal advice and proceed accordingly. You can find lists of "Blacklisted" promoters by searching Facebook groups, just make sure to review the evidence condemning them before immediately turning anything down! If you're a function or wedding band, then there is a good chance that you're working with at least one entertainment agent. They will generally have their own live contracts for both acts and clients to sign, but it's important to review these carefully to double check for any mistakes or anything you aren't okay with. If you receive any contracts you aren't entirely happy about, raise your concerns with the agency. You can also have them looked over by a legal professional or the Musicians' Union. The Musicians Union- DownloadsThesefemployed.com Have you got any gigging horror stories? Perhaps you have a technique that ensures you get paid every time? Let us know in the comments below!