

# the WINDSOR CREEK TRIO

## The Windsor Creek Trio Professional Entertainment Services Contract

This agreement is made this \_\_\_(day)\_\_\_ day of \_\_\_(month)\_\_\_, 20\_\_\_  
between the Windsor Creek Trio (hereinafter called the Trio) and \_\_\_(venue or presenter  
name and address)\_\_\_ (hereinafter called the Presenter).

### 1. DETAILS OF PERFORMANCE

Presenter hereby engages from the Trio the services of the Trio for the Performance(s) on the date(s), time(s) and place(s) and for the compensation set forth herein, and the Trio agrees to render such services, subject to the terms and conditions set forth herein

(a) Management for the Trio for this performance is as follows:

- Dave Woodruff
- Windsor Sound Productions
- 1-888-556-1016

(b) Number and type of performance(s):

(c) Date(s) and time(s) of performance(s):

(d) Name and address of performance venue:

(e) Presenter representative name, title and contact information:

(f) Rehearsal(s), date(s) and time(s) of performance(s):

(g) Sound check: Day of performance. Time(s) for sound check:

(h) Technical Director name and contact information:

## 2. TRANSPORTATION & ACCOMODATIONS

- (a) Air carrier provider name and contact information including flight and confirmation numbers:
  
- (b) Transportation company name and contact information including confirmation numbers:
  
- (c) Recommended hotel or other accommodation name and address and telephone number including confirmation numbers:

## 3. COMPENSATION

The compensation to be paid by the presenter to the Trio shall be the sum of \_\_\_\_\_  
(plus any additional in-kind compensation including travel, accommodations, transportation, meals, entertainment, apparel, gifts, mileage or other reimbursement costs.)

## 4. PAYMENT OF COMPENSATION

Compensation hereunder for performance shall be paid by the Presenter to the manager of the Trio or their representative **no later than the intermission of the first performance**. Payment shall be made by the presenter by check made payable to **The Windsor Creek Trio**. Management representative for this performance is David Woodruff or Carol Woodruff.

## 5. HOUSE SEATS

Six (6) house seats shall be reserved for guests of the Trio at the regular price /complimentary Trio performance until one (1) hour prior to each performance by the Trio.

## 6. BINDING EFFECT

This agreement shall not be binding upon the Trio until executed by the Trio or their management representative. If this agreement is executed by the manager on behalf of the Trio, the manager is executing this agreement only as a manager for the Trio and is not obligated to the Presenter hereunder and shall not be responsible for any acts or defaults of the Trio or for non-performance by the trio of its obligations hereunder. The non-

arrival of the Trio caused by any incomplete or inaccurate information by the Presenter as set forth above, shall not relieve the presenter from fulfillment of its obligations hereunder.

## 7. REQUIREMENTS

The Presenter agrees to provide and fulfill the following requirements well as those requirements set forth in any addendum annexed hereto as its sole cost and expense for each rehearsal and performance.

- (a) A full house sound system in good working order meeting the back-line requirements of the Trio. (See attached stage plot and back line.)
- (b) Appropriate stage lighting for the performance including at least one follow spot.
- (c) A venue properly lighted, heated, equipped and cleaned and necessary staff for presentation of the performance by the Trio including ushers, box office staff and backstage security.
- (d) All other personnel which may be necessary for the performance including sound and lighting technicians, stage technicians for equipment load in and load out, electricians and stage manager.
- (e) Suitable dressing rooms for the Trio and secure space for equipment storage prior to all performances.

## 8. PRESENTERS WARRANTIES

Presenter hereby warrants and represents to the Trio as follows:

- (a) That the trio has the venue for the dates of the performance(s) and rehearsal(s) and that during the performance(s), the venue will be in full effect and that neither the Presenter nor the Trio will be in default, thereof, and that the venue will be exhibited to the Trio or its Manager or representative upon request.
- (b) That admission to the performance(s) and seating in the venue will be without regard to race, color, religion or national origin.

- (c) That the Presenter will be solely responsible for payment of all charges, assessments, royalties or license fees required to be paid for the right to perform all music presented during the performance by the Trio.

## 9. ADVERTISING MATERIALS

Presenter agrees to use only photographs, audio and video provided by the Trio. If requested, the Trio may, but is not obligated to furnish further materials such as quantities of press materials, heralds, window cards, posters as the Trio in its sole discretion deems necessary or desirable. Trio may also, but is not obligated to provide, further promotional material or instructional for radio airplay or instructional workshops. Presenter agrees to imprint, distribute and display properly all materials so received without change or alteration. Trio agrees to provide camera ready artwork or high-resolution photographs to be used in presenters' public brochure, program guide and promotional material to be used by Presenter to publicize the performance.

## 10. CONCESSIONS

Subject to standard house concession in effect on the date of the Agreement, the Trio shall have the right to have its representatives sell compact disc recordings, T-shirts, posters, photos and other souvenir materials in the lobby, gift shop or other designated prominent placement in the venue immediately prior to and after the performance and during intermission.

## 11. PROGRAM

The Trio will select and provide the works to be performed for the performance(s) and shall furnish the Presenter with a copy for each program at the time of this agreement. Presenter may, but is not obligated, to print and distribute at its own expense a sufficient quantity of house programs conforming to the program copy furnished by the Trio.

## 12. TECHNICAL INFORMATION

The Trio will select and provide the works to be performed for the performance(s) and shall furnish the Presenter with a copy for each program as well as lighting and audio instructions for each performance at the time of this agreement. Furthermore, the Trio shall provide staging and back line requirements to the Presenter for dissemination to the audio and lighting manager(s) of the venue. Trio shall be available for sound check on the day of the performance and for queries by the audio or lighting manager(s). Trio shall communicate on technical issues only with the audio or lighting manager(s).

### 13. CREDITS

Presenter shall provide to the Trio any technical, manager, sponsor or support credit information as the Presenter deems reasonable prior to the performance. Trio may, but is not obligated to, include these credit lines prior to, during intermission and at the close of the performance.

### 14. BROADCAST AND PHOTO RIGHTS

Presenter agrees to the best of its ability to prevent the broadcasting, recording, transmission, photographing or any other transmission or reproduction of the performance(s) or any part thereof by any means or media now or hereafter known including but not limited to audio, visual or audio-visual means. A separate and sole prior written agreement for broadcast and/or photo rights between the Trio and the Presenter or third party approved by both the Trio and the Presenter executed as an addendum at the time of this agreement shall allow the Presenter to record, broadcast or photograph all or part of the performance(s) for the sole purpose of promotion of the venue or event. The Trio furthermore retains the right to record or photograph the performance(s) for the sole purpose of promotion of the Trio in print, on the Trio website or as promotional material for future performances. Broadcast rights may be negotiated for radio, television, satellite, webcast or podcast with the Presenter and the broadcast provider for appropriate compensation.

### 15. ADDITIONAL PERFORMERS

Presenter further agrees that unless specifically set forth in this Agreement, the performance(s) by the Trio shall not be in conjunction with the performance of any other performer and that no assisting artist not part of the Trio shall perform at a performance without the prior written consent of the Trio

### 16. INDEMNITY

Trio agrees to indemnify the Presenter from any claim and against and claim of breach of any Trio's representations, warranties and agreements hereunder and from any claims of third parties of any kind, nature or description for personal injuries or property damage in connection with the performance(s), except with respect to any claim proven to be solely due to the willfull act of the Presenter, it's employees or representatives from which claim the Presenter similarly agrees to indemnify the Trio.

### 17. IMPOSSIBILITY OF PERFORMANCE

In the event that the performance of any of the covenants of this Agreement on the part of the Presenter or the Trio shall be prevented by an Act of God, physical disability, the acts or regulations of public authorities or labor unions, labor difficulties, strike, war,

epidemic, interruption or delay of transportation service or any other causes beyond the reasonable control of such party, such party shall be relieved of its obligations hereunder with respect to the performance(s) so prevented on account of such cause. If the performance(s) shall be prevented for any of the foregoing causes, neither the Trio nor the Presenter shall be under any obligation to present a performance at a different time period under the same terms and conditions set forth herein, subject, however to the Trio's availability and the Presenters desire to reschedule. In the event that any member of the Trio cannot perform for any reason, the Trio shall have the option either to use reasonable efforts to furnish a substitute of equal quality for that person, which Presenter agrees to accept or to perform without such person, in which event the trio shall not be liable for such failure of any such person to perform or to treat such person's unavailability as an Act of God on the part of the Trio.

#### 18. NOTICES

All notices to the Trio and Presenter shall be in writing and addressed, in the case of the trio, to the Manager at its address set forth above and in the case of the Presenter to the address set forth above.

#### 19. MODIFICATION OF AGREEMENT

This agreement contains the entire understanding of the parties, shall be amended or modified only by a writing executed by the Trio or the Manager on its behalf and the Presenter, and shall be construed, governed and interpreted pursuant to the laws of the (State of Performance) applicable to agreements wholly to be performed therein. Presenter shall not have the right to assign this agreement or any of the Presenter's obligations hereunder.

\_\_\_\_\_  
Presenter or representative

\_\_\_\_\_  
Presenter or representative

\_\_\_\_\_  
Trio or representative

\_\_\_\_\_  
Trio or representative

## ADDENDUM

Be advised that the requirements in the contract are subject to negotiation and are based on standard contract law. Any and all requirements may be modified, revoked or eliminated based on the presenter's available resources.