

ENTERTAINMENT SERVICES AGREEMENT

(All parties initial each page except signature page, which is signed in full)

This agreement (the agreement), dated: _____ is between:

_____ (hirer) and
_____ (the performer).

The performer is hereby hired by the hirer as an independent contractor to perform (the performance) for the hirer at _____ (the venue).

It is agreed as follows:

1. **Date, time and place:** the parties agree that the date, time and place of the performance shall be:

- _____ (the venue).
- _____ (date/s).
- From _____ (starting time).
- To _____ (ending time).

2. **Description of performance:** the performance will be a musical performance with content decided by the performer in consultation with the hirer. The performer will be allowed fifteen minutes out of every hour of performance time for rest periods.

3. **Payment:** compensation (the fee) for the performance will be _____ Rands, payable in cash or by EFT. A 50% deposit is due upon signature of this contract. This is a required condition for the contract to proceed; if a 50% deposit is not tendered upon signature of this contract, no further obligation for either party comes due until this is done. The remaining 50% of the fee is due _____

4. **Cancellation:** Cancellation may be made by the hirer a minimum of _____ days prior to the time of performance, in which case the deposit is non-refundable, but the hirer will not have to pay the remaining 50% of the fee. If the performance is cancelled after this date, the hirer will be liable to pay performer's full fee. The performer may cancel up to _____ days prior to the performance, in which case the performer must refund the deposit or any other sum paid to the performer in advance of the performance in its entirety.

5. **Force Majeure:** In the event that the performance cannot reasonably continue because of unpredictable occurrences such as a natural disaster, government or municipal intervention, or illness/disability of performer or any member or members of the performer, the 50% deposit of Fee will be forfeited to the performer, but no other portion of the fee will be due. The parties may negotiate a substitute performance on the same terms as contained in this agreement save for the time, date and possibly venue of the performance, in which event no further deposit will become

due by the hirer, and the parties will enter into a new agreement giving effect to the changed, time, date and possibly venue. Neither party may claim from the other any damages that may have been suffered by either or both of the parties as a result of the cancellation of the performance due to force majeure.

6. **Performer Guest Tickets:** if applicable, the hirer will make available to the performer _____ (specify number) complimentary tickets to the performance for the performer to use at its sole discretion.

7. **Food and Drink:** The hirer will provide the performer or any members of the performer with meals or a cash tab of R _____ per performer member.

8. **Parking:** The hirer will secure sufficient parking for the performer's cargo vehicle/s within a reasonably convenient distance of the venue for a minimum period of 1 hour prior to the performance and lasting until 1 hour after the performance.

9. **Sound Check:** A sound check will be conducted by the performer at a time to be mutually agreed upon between the performer and the hirer. The performer / the hirer (delete whichever is not applicable) will supply the sound system.

10. **Security, Health, and Safety:** The hirer warrants that the venue will be of sufficient size to safely conduct the performance, that the venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical expertise available in the event of such services becoming necessary for any reason. The hirer warrants that the hirer will have in place sufficient personal injury/property insurance for the venue sufficient to cover foreseeable claims, including possible claims to damage to sound or other equipment provided by the performer.

11. **Indemnification:** The hirer hereby indemnifies the performer for any claims arising from damage to property or personal injury during or relating to the performance.

12. **Arbitration settles disputes:** All claims or disputes by either party to this agreement will be submitted for arbitration by an arbitrator agreed to by both parties. Parties will bear their own costs, save that any fee charged by the arbitrator may be recovered from the party deemed liable therefor as a result of an arbitration process.

13. **Severability:** If any portion of the agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of the agreement will remain in force.

14. **Interpretation:** Agreement will be interpreted according to the laws of the Republic of South Africa.

15. **Riders:** any riders to the agreement shall be agreed to by both parties in writing.

16. **General behaviour:** the performer and the hirer undertake to adhere to the standards of behaviour in appendix A attached hereto.

17. **Whole agreement and no variations:** This is the full and final agreement concluded by the parties. This agreement contains all the terms and conditions of the agreement between the parties and no variation, or amendment, or waiver of rights and/or obligations contained in this agreement shall be binding unless such provisions are reduced to writing and signed by both parties. Headings

of clauses shall be deemed to have been included for purposes of convenience only, and shall not affect the interpretation of this agreement.

The performer representative below warrants that he/she is duly authorised to sign this agreement for the performer and its members in its entirety. The hirer/hirer's representative who has signed below warrants that he/she is authorised to sign this agreement on behalf of the hirer and the venue.

DATED AT _____

THIS _____ (day) DAY OF _____ (month), _____ (year)

AS WITNESS:

The performer (duly authorised)

DATED AT _____

THIS _____ (day) DAY OF _____ (month), _____ (year)

AS WITNESS:

The hirer (duly authorised)

Appendix A - General Behaviour (all parties to initial)

The performer commits to:

Conducting themselves in a professional and respectful manner, and ensuring that the best interests of the venue being played at are promoted. This means:

- Arriving on time (early enough to set up and do sound checks without disrupting the event/business we are serving).
- Respecting the venue hirer, venue policies, and infrastructure.
- Helping to market the gig.
- Playing good music (being well-rehearsed, putting effort into our performances, playing the type of music required by the venue/client).
- Being flexible – wherever possible, accommodating changes or special requests by the venue/audience.
- Staying sober – while the performer might enjoy a drink or two, intoxicated musicians performing badly are detrimental to business.
- Interacting with the audience both during and after the performance – being friendly and accessible.
- Coming prepared – establishing up front what the venue provides so that we know what to bring.
- Inviting feedback from hirers – find out what worked or didn't, and maintain what's good while improving what isn't.
- If we are one of multiple acts, respecting the other acts, getting off stage in time and not overstaying our time on stage.

The venue commits to:

Treating musicians with as much courtesy and respect as they expect from musicians, ensuring that both parties gain from the performance by aligning everyone's interests. This means:

- Paying on time, as agreed, without having to be asked.
- Being a proactive host - talking to the performer, telling them what is needed and expected so that they can try to meet expectations.
- Making musicians comfortable – clearing the performance area before the performer arrives, asking if there's anything else they need.
- Helping to market the gig: talking to the performer about how they can help.
- Being flexible – wherever possible, accommodating any reasonable requests from the performer.
- Offering regular gigs to deserving musicians – this gives everyone some peace of mind and continuity.
- Engaging with the musicians – take note of which acts are better or worse.
- Providing security - performers cannot play and simultaneously protect themselves and their expensive equipment from stage invasions and drunken louts, so introduce the performer to your bouncer/security.