

## Band Member Agreement

For \_\_\_\_\_ (Insert band name)

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 199\_, by and between the undersigned Artist and the undersigned Musician(s).

This Agreement is entered into in the City of \_\_\_\_\_ and County of \_\_\_\_\_, State of \_\_\_\_\_ and is guided by and governed by the laws of that state.

The undersigned parties hereby agree to the following responsibilities:

1. Show up for practice as agreed upon failure to do so can void contract and end any future agreements. UNLESS there is an emergency or other uncontrollable circumstance out of the Musician(s) control. (Example: Death of family member, illness, accident, act of God.) If there is a problem notify Artist within \_\_\_\_\_ hours before rehearsals were to commence.
2. It is the Musician(s) responsibility to keep their equipment in good working condition, and upgrade appropriately when the revenue is available.
3. There should be no drinking/smoking on stage, always maintaining good showmanship/ quality as deemed by management and myself.

Musician(s) will follow the instructions of the Artist and management team.

### Other Provisions

Under no circumstances is a bandmember (Musician(s)) allowed to talk to club owners, record labels, radio stations, etc in regards to setting up anything for the band, in which promises are made or money is mentioned, etc.. The bandmembers (Musician(s)) should direct all inquiries to myself and then I can pass it along to management, or hand out business cards with our managements contact info on it.

Any other outside performing with another band or engagement that interferes with the schedule of Artist will void the contract if necessary.

Understanding that the bandmembers (Musician(s)) main job objective is bring to life songs that are in the Artist format and 100% attention, enthusiasm and dedication is needed to make things happen. Lack of any of the above can void contract if it is detrimental to our success.

The Artist makes no promises or guarantees about Rewards and compensation but every effort will be in achieving the goals and payment will be made to the Musician(s) when possible.

The following conditions are in effect only as long as the contract is valid.

Live performances, bandmember (Musician(s)) will receive 20% of the performance fee.

In regards to royalties from any independent release that a band member plays on (examples would be cd's, cassettes, EP.'S.' s's. singles, etc., that has been financed by myself and/or management team. The bandmember (Musician(s)) will receive a percentage of 15% after the cost of manufacturing and distribution, production has been made back. In the event of signing with a major or Indie label the royalty rates may be renegotiated at that time.

There will be specific paydays and dates for all compensation. Band member should not expect payment right after a gig or a sale of a cd.

#### Merchandising

Merchandising (T-shirts, hats, etc.), Musician(s) will receive a percentage after the cost is made back. The percentage will be in the 2-10% range, due to the fact that this money will be used to finance upcoming events for the band-tour support, recording, etc.

When and if the Artist is signed to a label or any other organization that handles booking, distribution, etc than what is in place presently, then contract will need to be renegotiated to exact out new figures.

This contract is an open agreement voided at such time the Artist or Musician(s) deems necessary.

#### Touring

Musician(s) should meet to discuss all touring and gigs before the actual date. A plan will be made then in the event of prolonged touring to ensure all Artists and Musician(s) are in essence in the right place at the right time. Equipment checklists will be made and followed as well as set lists for shows. Musician(s) are responsible for things such as personal leaves from day jobs for touring etc. Musician(s) will meet with the Artist on specific days and times to discuss issues pertaining to the tour work. Band members will not leave the tour group unless they have let other parties know where they are going. This is only a protection for the band as a whole should an accident or other uncontrollable circumstance arise.

#### Complaints

All complaints will be handled in an orderly manner. If Musician(s) feel they are being treated unfairly outside the realm of this agreement they may contact the management team and the complaint will be addressed and remedied in an efficient manner.

Band leader/owner signature

\_\_\_\_\_

address

Phone:

E-Mail: \_\_\_\_\_

Band Member Signature and date

address \_\_\_\_\_

phone number \_\_\_\_\_

email \_\_\_\_\_