

LS MUSIC TERMS AND CONDITIONS OF BOOKING

Artist service guarantee

The **'artist'** agrees to provide a performance that is to the best of their ability, and reflects fully the likeness of the **'artists'** show, as known to **'LS Music'** and as advertised to the **'client'** via distribution of the **'artists'** promotional materials, profiles, pictures, videos, web page etc. The artist will make every effort to ensure their performance is outstanding, adhere to the client's wishes within all reasonableness, be polite and courteous with the client, their guests and all venue staff and contractors.

The **'artist'** agrees to provide all equipment required to undertake this performance, unless the equipment has been contractually agreed to be provided by the **'client'** or a third party.

The **'artist'** agrees that their fee is inclusive of all expenses (except those that have been itemised or accounted for separately on the front of this contract), including holiday entitlements, travelling expenses to and from the venue, tax, etc.

The **'artist'** will refrain from excessive drinking before, during and after the performance at all times when the **'client'** or their guests are present.

The **'artist'** will not under any circumstances partake of any illegal drug use on the day of the event, or whilst at the event **'venue'**, or whilst in the presence of the client, their guests, venue staff or other associated suppliers or artists.

The **'artist'** will not smoke in restricted areas or park their vehicles in restricted areas at the performance venue.

The **'artist'** at the time of agreeing to or signing this contract shall not be under any contract to a third party that might preclude him/her from fulfilling the engagement.

The **'artist'** is not employed by **'LS Music'** and they are responsible for their own accounting and payment of **TAX & federal contributions**.

1. Cancellation by the 'client':

Cancellation by the **'client'** is not allowed for any reason except circumstances covered by **'force majeure'** (see clause 3) In the event that the **'client'** cancels the booking, the **'client'** agrees to inform **'LS Music'** immediately. **'LS Music'** agrees to inform the **'artist'** of the cancellation immediately.

i) Cancellation by the **'client'** within 48 hours of confirmation will not carry a cancellation fee unless the event date is within the following 7 days, in which case the full booking fee will be due.

ii) Cancellation by the **'client'** after 48 hours of confirmation and up to 90 days from the event will result in loss of deposit.

iii) Cancellation by the **'client'** within 60 days of the event will result in loss of deposit and 50% of the remaining balance will be payable by the **'client'** to the **'artist'** within 7 days.

iv) Cancellation by the **'client'** within 30 days of the event will result in loss of deposit and 100% of the remaining balance will be payable by the **'client'** to the **'artist'** within 7 days.

Any payment outstanding from the **'client'** will be referred to a debt recovery agency and will be subject to a surcharge of 15% to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the **'client'** and will be legally enforceable.

It is the **'clients'** responsibility to ensure their venue can accommodate the **'artist'** and non-performance of the **'artist'** due to venue restrictions will place the **'client'** liable for cancellation fees as detailed above.

All events are **rain or shine** unless otherwise stipulated. The **'Client'** is responsible to provide an alternate indoor location in the event of inclement weather. The **'Client'** agrees to pay the full amount contracted once the **'artist'** has arrived at the event location, even if **'artist'** cannot perform due to inclement weather.

2. Cancellation by 'LS Music' and 'artist':

Cancellation by **'LS Music'** and **'artist'** is not allowed for any reason except circumstances covered by **'force majeure'** (see clause 3)

In the unlikely event that the **'artist'** cancels the booking, the **'artist'** agrees to inform **'LS Music'** immediately. **'LS Music'** agrees to inform the **'client'** of the cancellation and make all reasonable attempts to find a suitable replacement artist of similar standard and style, at no extra cost to the **'client'**. Should a suitable replacement not be found, **'LS Music'** agrees to refund the **'client'** their deposit paid in advance.

3. Force Majeure

In cases of **'Force Majeure'** (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by the **'artist'** or **'client'**, then the **'artist'** or **'client'** may cancel this booking without penalty.

4. The client to provide:

A power outlet within reasonable distance from the performance area and all power extensions (where required). A separate 20amp circuit may be needed for some type of light installations. If any restricted access is in place at your chosen venue, we require a load/unloading permit, and a secure parking for all band member's vehicles. For events ending after 11:45pm, an over night accommodation and meals is required in most cases, for travelling times greater than three hours. A Light meal and refreshments (each band member) are required for events of two hours or more long.

5. Use of 'dep' performers

A **'dep'** performer will mean a person or persons who stand in for one or more of the **'artists'** standard group of performers should they be unable to perform due to prior commitments or illness. The **'artist'** will perform using their standard group of performers as advertised to **'LS Music'** and the **'client'** unless otherwise agreed by **'LS Music'** and the **'client'** in advance, or in cases of emergency. The **'artist'** agrees that any **'dep'** performers used will be of the same standard and professional competence as the performer who is to be replaced, and that the **'dep'** will have a good knowledge of the **'artists'** repertoire, and represents the **'artist'** to the same high standard that is known by **'LS Music'** and expected by the **'client'**. The **'artist'** agrees that if a usual group member is ill and a suitable **'dep'** performer is available, and this performer can satisfy the conditions of competence outlined above, the **'artist'** will use the services of the **'dep'** performer rather than cancel the booking under the terms of **'Force Majeure'** (see clause 3)

If a replacement artist is required last minute and the **'client'** is not happy to accept the replacement artist, they **must not allow** the replacement artist to perform. If the replacement artist is allowed to perform, their full fee will be due.

6. Expenses

If the **'client'** has agreed on the front of this contract to cover additional expenses incurred by the **'artist'** (such as taxi's, food, rehearsal time, hotel, flights etc) the **'artist'** must provide receipts and an invoice to the **'client'** within 60 days after the event.

The **'client'** must reimburse all expenses to the **'artist'** within 14 days of invoice. Late payment of expenses will incur a late payment fee equal to 15% of the expenses due; per 5 working days that payment is overdue.

7. Payment of fees

Deposit can be paid by cheque, BACS transfer or credit card (for an additional 3% fee, \$16 minimum).

Unless otherwise agreed by **'LS Music'** in writing on the cover of your contract, the balance is payable by the **Client or Event Organiser** to the **'artist'** or **'LS Music'** in cash or by cheque on the day of the event prior the performance begin.

Unless otherwise agreed by **'LS Music'** in writing any additional payment requested/received by the agent, consultant or event organiser other than commission fee indicated on the front of this contract will be payable to **'LS Music'**.

If any fee which the **Client or Event Organiser** is due to pay prior to the event has not been received at least 5 working days before the event, the **'artist'** has the right to cancel this booking without penalty and the **Client or Event Organiser** will forfeit any other fees paid previously, and remain liable for any cancellation fees due (see clause 1.)

All accounts with overdue balances will be subject to interest at the rate of 15% per month.

8. Recording of the Performance

Unless otherwise agreed in writing on the cover of your contract, **recording** or **transmitting** of the performance by anyone through any means whatsoever **will not** be allowed under this agreement.