

Marcie Brown  
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## Booking Contract

This performance agreement is by and between \_\_\_\_\_, herein stated as the client, and Marcie Brown of Classical Gypsy Productions.

Name of Client: \_\_\_\_\_ Contract#: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

Name of artist or group: \_\_\_\_\_  
Number of performers: \_\_\_\_\_  
Place of Engagement: \_\_\_\_\_  
Address of Engagement: \_\_\_\_\_  
Date of Engagement: \_\_\_\_\_  
Hours of Engagement: \_\_\_\_\_  
Type of Engagement: \_\_\_\_\_  
Load in Time: \_\_\_\_\_  
Dress: \_\_\_\_\_  
Total Payment: \_\_\_\_\_  
Method of Payment: \_\_\_\_\_  
Deposit amount: \_\_\_\_\_  
Balance: \_\_\_\_\_

- 1. Cancellation:** If the client cancels the artist or group for this event the deposit will be kept in order to pay for the reservation of the date.
- 2. Deposits:** In order to secure the time and date of your performance, a deposit of half the total payment must be received by: \_\_\_\_\_.
- 3. Special Requests:** Any information regarding special requests, schedules, song requests, etc must be provided to Marcie Brown by \_\_\_\_\_.
- 4. Coverage:** We will do our very best to provide you with the high quality of music and entertainment that your event deserves. If, in the case of an emergency or other situation beyond our control, Classical Gypsy Productions cannot honor this contract, we will try to find an adequate substitute from our pool of professional musicians to perform for you. If a substitute cannot be found, a smaller ensemble will perform, and the client will receive a refund accordingly.
- 5. Requirements:** The client agrees to provide shelter from the elements for artists at all times, with shelter defined as complete protection from the sun and extreme heat or cold in order to protect artists and valuable equipment. Again, we need **complete coverage** from the sun at all times. Our instruments are old and valuable and direct sunlight will damage the varnish. Umbrellas or other shelter devices that block the sun must be

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**securely held in place** against the wind to assure safety for the performers and their instruments. The client also agrees to provide one armless chair per musician, level ground to set up on, and a well lit area so that we can read our music.

- 6. Multi-location or rough terrain set-ups:** The client agrees to provide assistance in the event that equipment must be moved up any stairs or rough terrain, and the client agrees to inform us about this kind of activity in advance. The client should understand that moving the group will take some time away from the performance.
- 7. Refreshments:** The client agrees that if a meal is served, a similar meal must be provided to each member of the performing group. Beverages will be provided by the client for the duration of the event.
- 8. Breaks:** Breaks will be taken as stipulated in the American Federation of Musicians Music Union Rule Book, for fifteen minutes out of every hour of playing time. This doesn't apply for ceremonies where the music is stop and start, but only for blocks of non-stop performance time.
- 9. Limitations of Liability, Indemnification:** The client agrees to reimburse Marcie Brown and/or her group for any damages to our equipment or to us caused by you or your guests, claims, demands and liabilities, including reasonable attorney's fees arising out of any performance provided by Classical Gypsy Productions or the equipment used by Classical Gypsy Productions. The client also assumes liability against verbal and physical abuse against and for the safety of the artist at all times.
- 10. Damage, Loss or Theft:** The client agrees to reimburse Classical Gypsy Productions for any damages to our equipment caused by the client or any guests present at the engagement while equipment is in/on the facilities being used to fulfill this contract.
- 11. Dispute Resolution:** In the event of a dispute in any manner relating to or arising out of this agreement, the parties shall meet, confer and negotiate in good faith in an attempt to resolve the dispute. If the parties are unable to resolve the dispute themselves, the dispute shall be resolved through mediation.
- 12. Additional Terms and Conditions:**

**I have read and understood all the details pertaining to this booking contract including the additional terms and conditions. Signatures below confirm acceptance of this booking contract as a legal and binding contract. Please sign and send to: Marcie Brown, 2765 Seattle Road, Alameda, California, 94501.**

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name (signed)

date

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name (printed)