



LIVE PERFORMANCE AGREEMENT

ThePoisonTribute.com

Band@ShotOfPoison.com

978-852-9167 * 781-893-2609

NOTE: Please complete and return this agreement within fifteen (15) days of receipt. Musicians **will not begin promotional spending** for the Performance until this agreement is executed.

This agreement is made and entered into on _____ by and between _____, at business address _____, business telephone number _____, and business email _____ ("Buyer") and the musical group **Shot Of Poison** ("Musicians"), business name AfterFab LLC, at business address 1278 Trapelo Rd., Waltham MA 02451.

Buyer and Musicians agree as follows:

1) **ENGAGEMENT.** Buyer engages Musicians to perform ("Performance"), and Musicians agree to perform under the terms of this agreement. Musicians' obligation to perform is subject to unavailability of Musicians as a result of sickness, accidents, acts of God, and other reasons beyond Musicians' control. **Musicians should be billed as "Shot of Poison – Tribute to the 30th Anniversary of Poison" or similar.**

2) LOCATION OF PERFORMANCE.

Name: _____ Street Address: _____
Phone: _____ Email: _____

3) DATE AND TIME OF PERFORMANCE.

 (day of the week) _____, (month/day) _____, (year) _____.

Load-in time and location: _____

Full sound check? Yes No If Yes, time/details: _____

Sound system supplied by: Buyer Musicians

Sound engineer supplied by: Buyer Musicians

Lighting supplied by: Buyer Musicians

Intermission music supplied by: Buyer Musicians

Video projection available? Yes No If Yes, what input type? _____.

Merchandise table available? Yes No Comment: Musicians retain 100% of merch sales.

CO2 jets allowed? Yes No

Posters needed at venue? Yes No If yes, # and best size: _____.

Musicians will play _____ sets. Music start time: _____. Music end time is _____.

Buyer to manage FOH and advance ticket sales, if any. Buyer to provide ticket link to Musicians for advertising.

Buyer to provide personnel for brief manual assistance loading gear in and out of venue.

Please see Rider document at <http://shotofpoison.com/SOP-riders-stage-plot.pdf> for additional details. Good-faith marketing effort is expected of both Buyer and Musicians. Buyer will market this event with, at least, usual effort given to other similar events.

5) EVENT TICKET PRICE.

Tickets for the Performance are priced at \$_____ Advance, and \$_____ Day of Show.

6) SETTLEMENT.

Date and Time of payment will be **immediately following performance.**

6a) **Musicians' Monetary Compensation:** will equal a Guaranteed Payout of USD _____, plus _____.

6b) **Hospitality:** Buyer will provide Musicians with _____.

6c) **Deposit:** \$_____. Deposit is defined as partial, advance payment of Musicians' Monetary Compensation and is due no less than fifteen (15) days before Date and Time of Performance.

Buyer will settle with Musicians in the following form.

___ Cash or ___ Check made out to **AfterFab LLC**

Number of guests granted to Musicians is: _____.

7) CANCELLATION.

Performance may be cancelled by Buyer fifteen (15) or more days prior to Date and Time of Performance, forfeiting only Deposit (see 6c), if applicable. If Buyer cancels Performance within fifteen (15) days of Date and Time of Performance, Buyer is responsible for one half of Musicians' full Monetary Compensation (see 6a).

8) INDEMNIFICATION.

Operator indemnifies and holds Musicians harmless for any claims of property damage or bodily injury caused by Performance attendees.

9) SIGNATURES.

This is the entirety of the agreement. Write in, and, initial any changes to this document and return to Musicians for revision. Otherwise, please sign below.

BUYER:

Name

Organization

(Signature of Authorized Representative)

Date

MUSICIANS:

Bruce Bennett or Adam Boc
Shot of Poison / AfterFab LLC

(Signature of Authorized Representative)

Date