

Jack E. Elder, Director  
New HOTS Jazz Orchestra  
P.O. Box 1544 Herndon, VA 22072  
(703) 264-9891

Date: \_\_\_\_\_

This is to confirm that the undersigned, \_\_\_\_\_, agent for \_\_\_\_\_ herein after referred to as "Purchaser," agrees to and does engage The New HOTS Jazz Orchestra herein after referred to as "Artists" for \_\_\_\_\_ hours' performance at \_\_\_\_\_ on \_\_\_\_\_ between the hours of \_\_\_\_\_ and approximately \_\_\_\_\_ in consideration of the performance fee of \$ \_\_\_\_\_ payable as a security deposit of \$ \_\_\_\_\_ immediately plus \$ \_\_\_\_\_ at the time of performance by check to Jack E. Elder. No additional invoice is required.

Said performance fee shall be forfeited, as liquidated damages, should the Purchaser breach or fail to perform any part or all of this agreement for any reason. The forfeiture of the performance fee shall in no way limit The New HOTS Jazz Orchestra from exercising any legal right, including but not limited to recovery for actual, consequential, or punitive damages, or specific performance or all or any of these remedies.

Artists understand that this event is a \_\_\_\_\_ event. Artists will perform the engagement as above to the best of their ability, they will conduct themselves during the engagement in such a manner as not to interfere with the success of the event or reflect discredit on themselves or Purchaser. They will submit to reasonable control, instructions, or suggestions by the Purchaser consistent with their ability to perform in Artists' customary style and repertoire. Artists will not be responsible, except by forfeiture of compensation or consideration, for failure to perform or inadequacy of performance due to sickness, accident, acts of God or other legitimate conditions beyond their reasonable control.

Artists will dress in \_\_\_\_\_. Artists will play a mix of high-energy concert, early big band jazz and ballroom dance music -- fox-trot, waltz, polka, swing - lindy, shag, jitterbug, Latin - rumba, tango, cha-cha, merengue, samba, mambo, bossa nova -- generally from the era 1890 - 1945 emphasizing 1920s -1940s big band swing and including popular tunes from the current jump swing revival. Artists will take reasonable breaks of approximately 20 minutes between sets and may partake of any snack food and non-alcoholic beverages offered to attendees.

Band members will arrive early to set up the bandstand and sound equipment prior to \_\_\_\_\_. These persons will be provided a light meal prior to the performance. Artists will provide their own music stands and stand lights, and sound amplification equipment.

Artists will furnish to Purchaser upon request, samples of their photos and promotional materials which Purchaser may edit and copy to advertise this engagement only. Artists may mention their participation in this engagement in their published flyers and calendars. Artists may offer audio tapes, CDs, tee-shirts, or similar merchandise for sale to attendees.

Purchaser will provide reasonable space and utilities, access to bathrooms, general room lighting, twelve armless chairs, stage space approximately 12 feet deep by 20 feet wide, access to two operational standard 110 volt/60 Hz electrical outlets to allow Artists to complete the engagement.

Purchaser will provide reasonable protection to Artists and their property, and will be responsible for any damages to Artists' property resulting from acts of Purchaser or Purchaser's guests, invitees, employees, agents, customers, or participants in the event.

Purchaser may videotape or record audio of small portions of Artists' performance incidental to recording the event for Purchaser's archives only. Purchaser will not allow the video or audio recording of the performance for future promotions, resale or private collection. Purchaser agrees to pay for bill-posting and distribution, all advertising materials, notices, licenses, hall rent, and other similar expenses, if any.

If this agreement is signed by a representative of Purchaser, representative agrees and warrants that he/she has authority and capacity to enter into this agreement and to bind Purchaser, and that he/she assumes personal liability and responsibility for Purchaser's obligations should such authority or capacity be lacking in any respect.

This agreement shall not be cancelled or terminated unless written notice of cancellation or termination is received by the other party 60 days prior to the date of the performance. If 60 days prior written notice is not capable of being given, then this agreement shall not be cancelled or terminated. Failure to give timely written notice of cancellation or termination is a breach of this agreement, for which breach Purchaser forfeits as liquidated damages, the entire deposit, if any, and remains liable for the full performance fee.

Approved and accepted:

Purchaser \_\_\_\_\_ Date: \_\_\_\_\_ Place: \_\_\_\_\_

Artists \_\_\_\_\_ Date: \_\_\_\_\_ Place: \_\_\_\_\_