

Myke Miller

Contract for Musical Services - SOLO PERFORMANCE

This Musical Performance Contract (this "Contract") is made effective as of _____, _____, (the "Effective Date") between _____ representing _____ (the "Buyer") and Myke Miller (the "Artist") for the hiring of the Artist as an independent contractor to perform a **solo acoustic performance** (the "Performance") for the Buyer. The term "Venue" in this contract refers to the location of the Musical Performance where the Buyer has binding authority for this contract.

It is agreed as follows:

Place, date, and time of Performance: The parties agree that the time and place of Musical Performance will be held on _____ (date and time) located at _____ (venue name and address)

Description of Performance Service: This engagement will be a musical performance with musical content decided by the Artist. Show will last of a minimum of ____ minutes. For performances lasting more than 60 minutes the Artist will take a short break of 15 minutes or less.

Payment: Compensation for the Musical Performance will be _____ dollars, paid by Buyer by either cash, cashier's check, or electronic fund transfer using Cash App (\$MykeMiller79). For payments made by check, make check payable to MBM Music or Myke Miller. This amount shall be payable in full as a lump sum upon completion of the musical performance.

Term: Buyer and Myke Miller agree that this Contract shall commence on the date stated above and shall terminate on the following day. For rare occurrences where more than one days performance is requested any changes to this contract may be made by both the Artist and the Buyer in writing. This contract may be extended or renewed thereafter by all parties in writing. If any changes to the specifics of this contract are agreed upon, a new contract may be issued.

Relationship of Parties: It is understood by all parties involved in this contract that Myke Miller and his management, crew, record label, promoters, and all personnel, operate as independent contractors and not as an employee of the Buyer.

Cancellation: All deposits and fees are non refundable. A minimum of 14 days notice will be required for cancellation of this performance contract. Any cancellation made with less than 14 days notification prior the to the agreed upon Performance Date will result in full payment from Buyer to Myke Miller. If the Performance cancellation is initiated by Myke Miller, all monies paid to the Artist by the Buyer shall be fully refunded, including any deposits made to the Artist. Any refunds due shall be paid out by the Artists management at the months end.

Security, Health, and Safety. Buyer warrants that the Venue will be of sufficient size to safely conduct the Musical Performance, that Venue is of stable construction and sufficiently protected from weather, fire, and theft, and that there will be adequate security personnel during the Performance. Buyer also warrants that emergency medical responders are available if potentially necessary. Buyer or Venue maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

Force Majeure: In the event that the Performance cannot reasonably be completed because of

unpredictable events or causes beyond each parties reasonable control such as an act of God, fire, explosion, nature, government, or illness/disability of Artist, civil unrest, military event, wars, riots, lock outs or strikes, or any unforeseen occurrence, and if the party unable to carry out their duties gives the other party prompt written notice of such an event, then any obligations of the party invoking this provision shall be suspended to the extent necessary by such an event. Any deposits or fees paid prior to the invoking of this provision are non refundable. The parties may negotiate a “Make Up Performance” on the same terms as this Agreement, save for the time and date of Performance, with no further deposit or fees due. In this case a new Agreement reflecting the new performance date will be signed by the parties. No further damages may be sought for failure to perform due to causes beyond either parties reasonable control (“Force Majeure”) The excused party shall use all reasonable efforts under the circumstances to remove or avoid such circumstances that cause a “non performance” and shall proceed to perform with reasonable dispatch whenever causes are removed or have ceased.

Indemnification: Buyer agrees to indemnify and holds Artist harmless for any claims of property damage, or bodily injury caused by Performance attendees. The Artist agrees to indemnify and hold harmless the Buyer from all claims, losses, fees (including legal and attorney fees) that result from acts and/or omissions of the Artist, artists band members and agents.

Dispute Resolution: Both parties in this contract will attempt to resolve any dispute arising out of or relating to this contract through friendly negotiations amongst all parties involved. If any matters are not resolved by friendly negotiations, the parties agree to resolve the dispute utilizing the Alternative Dispute Resolution (ADR) procedures.

Any disputes or consequences (unintended or intentional) arising out of the this Contract shall be submitted to mediation in strict accordance with any statutory rules of mediation. If mediation is not successful in resolving the dispute in its entirety or is unavailable, all outstanding issues shall be sent to a binding arbitration under the rules of the American Arbitration Association. The Arbitrators award shall be final, and any judgment may be entered upon it by any court having the appropriate jurisdiction.

Severability: If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of this Agreement will remain in force.

Interpretation: This Agreement will be interpreted according to the laws of Washington State.

Riders: Nothing in this Agreement shall prevent any rider from being added to the Agreement that is favorable to Artist, as judged by the Artist or Artists management. All riders must be in writing and signed by the party against whom enforcement is sought.

Day of Performance

Sound Systems and Production: Buyers agrees to to provide at no cost to Myke Miller or any agents of Myke Miller a quality sound system capable of filling the Venue with clear undistorted sound and capable of sustaining volume levels of 110db for the duration of the Performance. Buyer also agrees to allow the Artists FOH engineer access to the entire system 1 hour before show time to conduct a sound check. Artists FOH engineer may utilize his own equipment to augment existing venue systems at his sole discretion. Artists FOH tech will often carry his own digital mixer to run a mix that he controls right into an existing sound system. Sound check times can be mutually arranged between Artists management, FOH engineer, house sound technicians with authority to do so granted by the Buyer or the Venue or by the Buyer or Venue alone.

Lighting for a solo acoustic performance can be simple as long as the performance area is well lit for

the artist and safe for the patrons. The Artists FOH engineer or Production Manager will have final say about lighting for the Performance.

For smaller solo performances the Artist carries her own instruments, microphones, cables, digital mixer, stands etc and may also be traveling with her own monitor systems (In Ear and powered wedges). For these smaller performances the FOH engineer may utilize the house sound system, all or part, or may opt to bring in his own sound system for the Performance at his sole discretion.

Merchandise Sales: Buyer also agrees to allow the Artist to sell their own merchandise including but not limited to: Audio CDs, T Shirts, Wristbands, Guitar Pics, Artist Photos etc. before, during, and after the Performance with no commissions or sales percentages due to the venue, or the buyer or any other entity. Buyer also agrees to provide artist with basic items needed to accommodate a “Merch Table” in a well light, high foot traffic area inside the Venue.

Artist Guest Tickets: Buyer will make available to Artist _____ complimentary tickets to Performance for Artist to use at Artists sole discretion.

Food and Drink. Buyer will provide Artist with a meal on the day of Performance or provide a cash buyout stipend for the Artist, band, and crew if a meal cannot be provided at \$25/person. Buyer also agrees to provide Artist and any band or crew members bottled water, or easy access to fresh drinking water for the duration of their time at the venue.

Parking. Buyer will secure sufficient parking for Artists vehicles within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

Entire Contract: This contract contains the entire Contract of the parties and there are no other promises or conditions in any other contract, whether written or verbal, concerning the subject matter of this contract. This contract supersedes any prior written or verbal agreements between the parties mentioned therein.

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Signatures

The below-signed Artist Representative warrants s/he has authority to enforce-ably sign this agreement for the Artist in its entirety. The below signed Buyer or buyer Representative warrants s/he has authority to bind Buyer and Venue (above).

Artists printed name: _____

Signature of Artist Representative: _____ Date: _____

Artist Representative name and title: _____

Artists Representative Phone Number: _____ - _____ - _____

Buyers Representative Signature: _____ Date: _____

Buyers Representative printed name and title: _____

Buyers Representative Phone Number: _____ - _____ - _____

You may send this contract to Myke Miller Management via email, or fax, or US Mail using the information below:

Bethany Hilbun (Myke Miller Mgr, and FOH)
713-557-6091 cell

210-519-5571 office

Bethany.hilbun@gmail.com email

US Mail:

Bethany Hilbun c/o MBM Music
8423 Braewick Dr
San Antonio Tx 78329