

Panache

Entertainment Contract

Panache
58 Nashoba Road
Charlton, MA 01507
(508) 248-1948 - Office
(508) 864-0100 - Cell
(508) 459-8565 - Fax
panacheband@hotmail.com

This is a contract for the services of musicians and entertainers for the engagement described below made by, between, and among Panache and _____ (hereafter "Purchaser") under the following terms and conditions:

1. Engagement Date: _____
2. Agreed Price: _____
3. Deposit: _____
4. Balance Due: _____
5. Type of Engagement: _____
6. Performance Location: _____
Address: _____
7. Performance Time: _____
8. Bride and Groom's First Dance: _____
9. **Other Conditions:** _____

The agreed price is for a four-hour function. Additional forty (40) minute sets may be purchased (subject to band availability) for an additional \$500.00. Payment for additional sets is due following the performance.

PLEASE READ ATTACHED DOCUMENTS

Purchaser, please return one copy of the contract signed.

Additional terms and conditions listed on this and any attached documents are made part hereof. Signatures on this contract confirm that both parties have read and approved said additional terms and conditions.

ADDITIONAL TERMS AND CONDITIONS

A. With the exception of the deposit, the Purchaser will make all payments in cash, money order, certified check to: **Mark Daigneault**.

B. Panache will have access to the performance location two (2) hours prior to the specified starting time. If Panache is required to be at the performance location more than two hours prior to the start time, all additional time must be paid for in the form of "extra sets".

C. A representative of the Purchaser will meet Panache upon arrival, direct them to the performance area, and be able to answer questions pertaining to the performance.

D. The agreement of Panache to perform is subject to proven detention by illness; accident to personnel, equipment, or transportation of Panache; riots or other civil disobedience; strikes; Acts of God; or other conditions beyond their control. In any such event, the deposit will be refunded to the Purchaser, or an equally good substitute will be provided if available. No substitution will be made unless one of the above conditions exists, and the Purchaser authorizes such substitution.

E. Panache is acting as an independent contractor and not as an employee. Panache will have exclusive control over the production, presentation, and performance of the engagement listed. The Purchaser assumes no liability for any Withholding Taxes, Social Security contributions, Unemployment Insurance, Worker Compensation, or any other payment and report of these.

F. If the Purchaser should cancel the engagement 180 or more day's prior the engagement date, the Purchaser will forfeit the entire deposit plus 50% of the balance payable. Any cancellation made less than 180 days prior the engagement date will result in forfeiture of the entire amount of the deposit and the balance due.

G. Will Panache be invited for dinner: Yes_____ No_____

H. The Purchaser (if the engagement is a wedding) will inform Panache of the first dance selection at least one month prior to the engagement date for a song chosen from the current songlist. If the purchaser wishes to have a song other than a selection from the songlist, Panache approval is required at a minimum of 2 months prior to the performance date. Panache reserves the right to not approve the song (to be learned by the band) if the song is considered unusable by the band for future engagements. If the song is not approved a cassette or CD may be played in place of the performed selection.

I HAVE READ AND I UNDERSTAND ALL OF THE TERMS AND CONDITIONS PRESENTED IN THIS CONTRACT.

Purchaser Date

Panache Representative Date

Please return one copy of Page One and Two (signed), Panache will verify proper information.