



Wind and Roses , L.L.C. • Alice Freeman
Pedal Harp • Celtic Harp • Hammered Dulcimer
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Performance Agreement

This Contract for the services of this Artist, made this _____ day of _____, *2008*, between the undersigned Purchaser and Artist, represents an Agreement to the following conditions:

Purchaser:

Date of Engagement:

Hours of Engagement:

Type of Engagement:

Location:

Instrument(s):

Price Agreed Upon:

Deposit and Payment Requirements:

(50% non-refundable deposit required when the contract is signed with the remainder due 30 days before the Engagement)

Overtime Rate:

Attire:

Special Provisions:

Site available 60-90 minutes before engagement for setup.

1. The Artist is an independent contractor and assumes all responsibility for income tax withholding, Social Security and Workman's Compensation
2. If this is an outdoor engagement and inclement weather conditions prevail, Purchaser must arrange for an alternate site. If inclement weather conditions make it impossible to complete the performance, the Artist shall nevertheless be paid the full Contract price.
3. If the Purchaser cancels this Agreement less than two weeks (14 days) before the engagement, deposits are not refundable.
4. Additional charges may be assessed for unusual circumstances not included in this Agreement (especially an unexpected change of location), or if any changes are made to the conditions listed above.
5. See reverse side for additional performance considerations.

Purchaser's Name

Alice D. Freeman

Artist's Name

Purchaser's Signature

Artist Signature

Address

Employer Identification Number 20-4293482

UW Vendor Number 74839

City State Zip

Please sign both copies. Retain one for your records and return the other to me in the envelope provided.

Telephone Number

Performance Considerations

1. The minimum space required for setup is seven (7) feet wide by six (6) feet deep. The pedal harp is almost six (6) feet high. The Purchaser is responsible for making sure that no one interferes with the instruments and accessory equipment or the performance of the music.
2. Unless agreed upon in advance, it is assumed that the performance site is on ground level and indoors. If it is not on the ground level, there must be handicap or elevator access.
3. For outdoor engagements, shelter from all weathers must be provided (including shade from the sun) by either the Purchaser or the Artist. A solid platform for the harp must be provided if the event is to be held outside. The instrument shall not be placed directly on the grass, dirt, sand or gravel. An alternate indoor or sheltered site at the same location must be available in case of inclement weather. It is solely the Artist's decision and at the Artist's discretion whether or not to perform out of doors. In no case will the artist's person, instruments, or equipment be subjected to damage or risk from weather, and the estimation of such risk is solely the Artist's prerogative. The Artist will not perform in temperatures lower than 60 degrees Fahrenheit, will not perform in any kind of precipitation, and will not perform when winds exceed 20 mph.
4. Parking adjacent to each location/site must be provided and paid for by the Purchaser of Services.
5. The Artist will provide her own music stands and music lights (if needed).
6. If engagements (for instance, receptions) are booked for more than one hour, a fifteen-minute break per hour within the music is required at the discretion of the Artist.
7. All cancellations must be in writing. If a cancellation occurs less than one (1) month before the performance date, payment will be refunded ONLY IF THE SCHEDULED DATE IS SUCCESSFULLY RE-BOOKED BY THE ARTIST. If unsuccessful in booking the date, all payments will be forfeited. The agreement of the Artist to perform is subject to proven detention by sickness, accident, riot, strikes, Acts-of-God; and other legitimate conditions beyond human control, with the Artist reserving all rights to substitute another competent musician as necessary. In the event the Artist is forced to cancel the performance due to the above-mentioned conditions, and are unable to provide a substitute, the entire deposit and/or final balance will be refunded to the client by personal check within seven days after cancellation. The contract would then become null and void. In the event of cancellation, the client may incur loss of funds due to unforeseen circumstances such as inclement weather, terrorism, or act of war, if no mutually agreeable rescheduling can be made.
8. If the Artist shows up for an engagement prepared to play and her services are not used, the full fee will be paid.
9. Performance fees do not include any rehearsals.
10. Performance fees do include a free one-hour consultation on music at the harpist's studio when requested.