

Artist Agreement The Classic Imperials

This Agreement is made this _____ day of _____, 2____ by and between **The Classic Imperials**, (hereinafter referred to as "ARTIST") and _____ (hereinafter referred to as "HOST"). This agreement in its entirety is The Artist Contract, Additional Terms and conditions, and Attachment "A".

It is mutually agreed between the parties as follows:

The HOST hereby engages the ARTIST and the ARTIST hereby agrees to furnish a presentation(s) hereinafter described, upon all the terms and conditions herein set forth.

Date(s) of Engagement: _____

Place of Engagement: _____

Address: _____

City, State, Zip, Phone: _____

Time of Presentation(s): _____ **Length of each Presentation(s):** _____

Auditorium Capacity: _____ **Expected Attendance:** _____

Full Price Agreed Upon: _____

HOST agrees to provide and pay for meals, hotel accommodations, *travel (NA)*, local ground transportation, and concert technologies as required by the ARTIST. (See Attachment A)

No Merchandising fee shall be paid to Host or Venue unless cleared with the ARTIST's office. (Initial) _____
The ARTIST will be the "Headliner" unless otherwise specified. (Initial) _____

All payments shall be paid by HOST in US funds by CHURCH CHECK otherwise a CERTIFIED OR CASHIER'S CHECK is required and is processed as follows:

A \$1,000.00 deposit is to be paid to, and in the name of, the ARTIST no later than _____. The balance shall be paid to and in the name of ARTIST no later than immediately following the first performance.

This agreement is entered into by the undersigned parties in a spirit of Christian brotherhood for the purpose of establishing good communication and mutual understanding. The HOST'S signature acknowledges their agreement with all the information written on this form. This agreement must be returned signed and accompanied by the deposit check, which is non-refundable, as well as the attached rider.

By Host: _____

By: _____

The Classic Imperials

Name: _____

Address: _____

City, State, Zip: _____

Phone / Cell: _____

The Classic Imperials

695 Nashville Pike #185, Gallatin, Tennessee. 37066

1 615 346 5555

Email – office@theclassicimperials.com

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ADDITIONAL TERMS AND CONDITIONS

1. In the event of sickness or of accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of ARTIST, it is understood and agreed that there shall be no claim for damages by HOST and ARTIST'S obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, HOST shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to ARTIST hereunder shall be returned on a pro-rata basis.
2. Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force justifying the cancellation of a major event and payment of the agreed upon compensation shall be made notwithstanding. If HOST and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST'S determination as to performance shall prevail.
3. The entertainment presentation to be furnished by ARTIST hereunder shall receive billing in such order, form, size and prominence as directed by ARTIST in all advertising and publicity issued by or under the control of the ARTIST. ARTIST'S name or likeness may not be used as an endorsement or indication of use of any product or service not in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising without ARTIST'S prior written consent.
4. Due to constraints with our Recording Contract, the HOST shall not itself, nor shall it permit others to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performance hereunder or any part thereof without prior written permission from ARTIST.
5. ARTIST shall have the exclusive right to sell all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by HOST subject however, to concessionaire's requirements, if any.
6. Unless stipulated to the contrary in writing, HOST agrees that ARTIST may cancel the engagement hereunder without liability by giving the HOST notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder.
7. HOST will be required to pay ARTIST'S balance in full on the occasion of a cancellation by HOST within ninety (90) days or less of the concert performance. HOST will be required to pay one-half of ARTIST'S balance if cancellation occurs prior to ninety (90) days of the performance date.
8. ARTIST shall have the exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods employed in fulfilling each obligation of ARTIST hereunder in all respects. ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel other than the ARTIST(s) specifically named herein.
9. It is agreed that ARTIST signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make ARTIST liable in whole or in part for any obligation that may be incurred by HOST in HOST'S carrying out of any of the provisions hereof or otherwise.
10. In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to ARTIST shall control.
11. HOST hereby indemnifies and holds ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the ARTIST.
12. This contract (a) cannot be assigned or transferred without the written consent of ARTIST, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of Tennessee, regardless of the place of performance. THE PERSON EXECUTING THIS AGREEMENT ON HOST'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms "Producer" and "ARTIST" as used herein shall include and apply to the singular, the plural and to all genders.

The Classic Imperials

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Artist Agreement
The Classic Imperials
Attachment A
ARTIST REQUIREMENTS

1. Lodging

☞☞ Please check this box after reading this section

- a. We need 5 Hotel rooms. The approved hotel(s) for *The Classic Imperials* are the Marriott, Hilton, and Sheraton. If you need to vary from these approved hotels please submit your request to our office.
- b. When making the Non-Smoking hotel reservations, please verify *with the hotel* that they have permission to use the Host credit card when we check in, listing the reservations under the following names: Armond Morales, Paul Smith, Dave Will, and two for Rick Evans (one for our sound man). This will eliminate any need to call the contact person to verify approval for use of the Host credit card prior to the hotel allowing us to check in.
- c. We often reach town at extremely odd times, and would like the reservations to be guaranteed for any late/early arrivals and late check out at 2:30 p.m. (if at all possible).
- d. In addition to the dinner we hope to have with the host, we also require the ability to charge meals to the rooms for those times when the group will need to eat *other than those provided by the host*.
- e. **Enter the hotel information here:**

?? Name of Hotel: _____
?? Address: _____
?? City, State, Zip: _____
?? Hotel Phone: _____
?? Confirmation #'s: _____
?? _____

2. Transportation

☞☞ Please check this box after reading this section

- a. Airfare – *The Classic Imperials* do not travel by bus. If our travel arrangements were not pre-negotiated into our financial agreement then we require 4 (5) plane tickets.
- b. **Enter flight information here:**

?? Airline - _____
?? Flight # - _____
?? Time of Departure - _____
?? Travel arrangements from airport to hotel: _____
?? _____
?? _____
?? _____
?? Please supply a detailed map from the hotel to venue:
?? _____
?? _____
?? _____
?? _____
?? _____
?? _____
?? _____

- c. Local Transportation – *The Classic Imperials* will need transportation to and from the hotel. Please prearrange a car and driver to be available for the group, or a Rental car for the group to utilize. Please understand that we have product and luggage for 5 to 8 people. Please plan the transportation accordingly.

?? Enter name and phone number of driver here _____
?? _____

3. Meals

☞☞ Please check this box after reading this section

The Classic Imperials

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The Classic Imperials

- a. All meals will be provided by host. In addition to the provided meals, a green room will be set up at the Venue with fruit, vegetables and plenty of bottled water and coffee. A prepared snack can also be included if the group will be enclosed at the venue for any length of time greater than 3 hours
- b. We would prefer to eat dinner with the pastor and/or contact person at a nice restaurant close to the venue or at the hotel after the service.

4. Merchandise

☞☞ Please check this box after reading this section

- a. The Artist will require two men to help our merchandise manager *load in* and *load out* the product.
- b. Please have *one* six-foot table ready to be used in a central location for our “product”. Additionally, we would like to have two women to help *before, during and after* with our merchandise table(s).
- c. Please have additional tables (and helpers) ready in case more than one station is necessary (TBD).
- d. In addition to the product table(s) we require *one* six-foot table with four chairs for *The Classic Imperials* to sit behind *after the concert* to sign CD’S and meet the people. (Please have water on the table following the concert.)

5. Sound

☞☞ Please check this box after reading this section

- a. We run our program with Sound Tracks (CD) and will utilize the Host system to facilitate our music.
- b. Please have your 2 best sound technicians set up 5 mics (*sure sm 58’s or better*) with (3) discreet mixes (*if available*). We will also need a tuned grand piano, or an 88 weighted keyboard with stereo inputs.
 - ?? We ask that both technicians stay to aid our soundman during the concert. *Should we not have our soundman with us*, we will need your **best** sound technician to run sound for the event.
 - ?? In addition to the (2) sound technicians, a stage manger is helpful in facilitating any last minute items or needs for the Host *and the Artist* during sound check.
- c. For an offsite events, please check with the office for details about Sound requirements for the group.
- d. Please have these items available and ready two hours before the event. Our team will arrive at that time and customize the sound, to fit the group’s needs. Total Inputs – 9
- e. **Sound Check** will take place 2 hours before the event, unless otherwise directed by the *The Classic Imperials* office, to assimilate the sound system to accommodate the group’s needs.
 - ?? *We would like to request that there be plenty of water for The Classic Imperials both during the sound check and during the concert.*

6. Presentation of the Check

☞☞ Please check this box after reading this section

- a. The balance of the honorarium, travel expense and/or any other financial arrangements will be given to Armond Morales or Rick Evans following the event.
- b. The check(s) will be written to ***The Classic Imperials***



The Classic Imperials would like to express their gratitude for your cooperation in the following contract. Due to the many different events we, The Classic Imperials, participate in we have found this to be the most effective way to eliminate any foothold the enemy may have for strife or misunderstandings.

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