



Kingdom Muzic Booking Contract

(REV. 04/24/2023), PG 1/2

STANDARD CONTRACT FOR LIVE PERFORMANCE BY MUSICIANS

Performance Agreement THIS AGREEMENT for the personal services of performing artists on the engagement described below between the purchaser of performance services ("Purchaser") and the undersigned artist or ensemble and /or its agent ("Artist") is made this.

A. BASIC TERMS (Purchaser Section)

1. Name of Artist:

<i>Name</i>	<i>(x) – Artist for Booking</i>
Bryann Trejo	
Monica Hill Trejo	
Antwoine Hill	
Brandon Trejo	

2. Place of Engagement:

Street & City	State

3. Date(s) of Event:

Date(s)

4. Time Request & Other Notes:

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5. Is this event free or SEETICKETS?

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B. PAYMENT OF ARTISTIC FEES (Artist Section)

1. Honorarium Agreed Upon & Due Date:

Honorarium (\$)	Due Date (30 days before event)

2. Deposit Agreed Upon & Due Date:

Deposit (\$)	Due Date (within 24hours) We cannot hold a date without deposit & Signed Terms.

3. Artist payment method through the following (ONLY):

QuickBooks Invoice. If other method, please advise immediately via kingdommuzic.info@gmail.com in writing.

4. Kingdom Muzic's EIN:

LLC EIN: 81-3613233

NON-PROFIT 501C (3) EIN: 88-3076829

5. The Purchaser's Contractual Provisions are attached and incorporated herein.

Purchaser requires that a representative of the Artist sign and return the attached provisions, which are an integral element of this Agreement.

NAME/TITLE/PURCHASER:	DATE:	COMPANY:	SIGNATURE
NAME/TITLE/ARTIST REPRESENTATIVE:	DATE:	COMPANY:	SIGNATURE



CONTRACTUAL SCOPE (Pg. 1/5)

Purchaser and Artist or its Agent agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated ___**SEE 2 PAGES INITIAL BOOKING CONTRACT**___. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

1. **PAYMENT AND COMPENSATION.** Purchaser will make 'Deposit' payment by *QUICKBOOKS INVOICE* within 24 hours of confirmed booking. 'Honorarium'/Balance is due (30) Days before the event, unless otherwise agreed in writing by Artist and Purchaser. Without 'Deposit' Kingdom Muzic will not save a date, we operate booking by first come, first served.

2. **ARTIST'S RIGHT TO TERMINATE.** If Artist is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this agreement without any further obligation. (See #1)

3. **CANCELLATION.**

Artist reserves the right to cancel this Agreement without obligation upon notice to Purchaser in advance of the Performance date. In the event of the Artist's cancellation, the deposit, travel expense and Honorarium payment (if any) shall be returned promptly.

If Purchaser cancels the performance after 24 hours before the confirmation of booking/deposit paid (or any), 'Deposit' and 'Travel Expense' will not be reimbursed. Furthermore, Purchaser will pay Artist 25 % Penalty Fee from the agreed Honorarium. The parties agree that such payments are reasonable considering anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to the Artist.



CONTRACTUAL SCOPE (Pg. 2/5)

4. FORCE MAJEURE. Neither Artist nor Purchaser shall be liable for failure to appear or perform its obligations under this agreement if such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of Artist and Purchaser. Rescheduling is the only available option and must be coordinated in writing by the Artist and Purchaser. A refund will not be available.

5. SICKNESS AND ACCIDENTS. Artist's agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, Honorarium to the Artist shall be returned promptly. Deposit and Travel Expense is non-refundable.

6. PROMOTION AND PRODUCTION. Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Purchaser agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of Artist, reviews of the performance and Artist's recordings in all local prints, radio, and television media. Purchaser shall forward all copies of clippings, reviews, and posters to Artist. Artist agrees that Purchaser may use Artist's name, pictures, photographs, recordings, and other likenesses in connection with advertising and publicizing the engagement(s) hereunder, but such use shall not be without prior approval of Artist.

7. TICKETS AND TICKET SALES. If the purchaser desire to sell tickets for the agreed performance event, Purchaser must use SEETICKETS.US through Kingdom Muzic. The artist's representative receives 25% of Net and purchaser receives 75% of Net. Artist and purchaser shall have the right to inspect all ticket records. Free admission should be coordinated and agreed upon with Kingdom Muzic Manager to obsolete this section.



CONTRACTUAL SCOPE (Pg. 3/5)

8. SALE OF MERCHANDISE. A fee of _____ percent of gross sales will be paid to Purchaser by Artist for all merchandise, such as souvenir programs, books, photographs, recordings, and other merchandise related to the Artist, sold immediately before, during or after the performance at the Venue. This fee will be paid to the Purchaser upon completion of selling. Purchaser shall not permit any other sale or distribution of merchandise bearing Artist's trademarks or image. The purchaser shall provide a six-foot table and two chairs, or other accommodations mutually determined to be appropriate to the venue, for merchandise sales. Merchandise will be prominently placed so as to maximize sales.

9. VIDEO AND AUDIO TAPING. Purchaser shall not, and shall not permit any person to, record, broadcast or digitally stream in any manner whatsoever, Artist's performance without prior express written consent from Artist. Artist and/or his designers shall have the right to record the performance and to use the recordings as Artist sees fit. The purchaser shall have no interest or rights of any kind whatsoever in or to any such recordings of Artist's performance during this engagement.

10. TECHNICAL RIDER. Sound and/or lighting equipment and/or services shall be set forth in more detail in a Technical Rider signed by both parties and attached and incorporated hereto.

11. GREEN ROOM. Purchaser shall provide (1) safe, clean dressing room(s) with lock(s). Special arrangements shall include A private room for artist and arm bearers.

12. HOSPITALITY. Unless otherwise indicated, Purchaser will provide an allowance of hot and cold beverages in the dressing room for the sole use of band and crew members.



CONTRACTUAL SCOPE (Pg. 4/5)

13. SECURITY. The purchaser shall provide adequate security to guarantee the safety of the audience and the Artist. The purchaser will ensure that no unauthorized persons will have access to the stage or backstage area, and the band will provide names of persons or guests authorized to be backstage.

Purchaser shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is located on Purchaser's premise.

14. BACKGROUND MUSIC. The Artist shall approve all background music played before and after the Artist's performance.

15. PYROTECHNIC DEVICES. No pyrotechnic devices shall be used without the prior express written consent of both Artist and Purchaser. Any such device shall be subject to applicable fire laws and shall be administered by a person with professional experience in pyrotechnics. The purchaser shall be responsible for obtaining all applicable permits.

16. INDEPENDENT CONTRACTORS. The artist acknowledges that it is an independent contractor and not an employee of the Purchaser and shall be responsible for all taxes. The purchaser shall control the times and division of the performance, and Artist shall control the manner, means, and details of such performance.

17. INSURANCE. Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance, including time of set up and take down. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third-party claims.

18. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION. This agreement cannot be assigned or transferred without the written consent of artist. This agreement constitutes the entire agreement.



CONTRACTUAL SCOPE (Pg. 5/5)

between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of Texas. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of Texas.

19. SEVERABILITY. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

20. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative and/or agent of the Artist hereby represents that such person is duly authorized, and that the Artist agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Artist, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Artist, nor for any failure by Artist to adequately perform or comply with any term or condition hereof.

<i>NAME/TITLE/PURCHASER:</i>	<i>DATE:</i>	<i>COMPANY:</i>	<i>SIGNATURE</i>
<i>NAME/TITLE/ARTIST REPRESENTATIVE:</i>	<i>DATE:</i>	<i>COMPANY:</i>	<i>SIGNATURE</i>