

**CONTRACT #**

010115-SAMPLE

IS MADE THIS DAY:

4/1/2015

BETWEEN: CHRISTOPHER RUDE, HERINAFTER REFERRED TO AS "ARTIST", AND:

Anne Example

HERINAFTER REFERRED TO AS "PURCHASER".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS: PURCHASER HEREBY ENGAGES ARTIST AND BOTH PARTIES HEREBY AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH HEREIN, AND TO THE DETAILS OUTLINED BY THE "PERFORMANCE SCHEDULE" PORTION OF THIS AGREEMENT.

**A. GENERAL INFORMATION:**

1	ENGAGEMENT TYPE:	Wedding				
2	ARTIST TO PERFORM:	CHRISTOPHER RUDE				
3	PERFORMANCE TYPE:	CLASSICAL GUITAR				
4	DATE(S) OF ENGAGEMENT:	(Reh)	n/a	Perform	1/1/2015	
5	SELECTED PACKAGE:	TYPE:	CUSTOM	SILVER	GOLD	PLAT
	QUANTITY ORDERED:	QTY:	0	0	1	0
6	TOTAL CONTRACT VALUE:	PRICE:	\$0.00	\$0.00	\$782.00	\$0.00

**B. ARTIST SPECIFIC RESPONSIBILITIES:**

- 7 ARTIST SHALL PROVIDE ONLY THE SERVICES OUTLINED IN THIS CONTRACT.
- 8 ARTIST SHALL PREPARE ALL NECESSARY EQUIPMENT AND BE READY TO BEGIN PERFORMANCES AT THE APPOINTED TIME/S SET FORTH IN THIS AGREEMENT.
- 9 ARTIST SHALL DRESS APPROPRIATELY FOR BOTH THE OCCASION AND THE PREVAILING WEATHER, AND SHALL MAKE A REASONABLE ATTEMPT TO COMPLY WITH PLANNED THEMES.
- 10 ARTIST SHALL PERFORM SELECTIONS CHOSEN SOLELY BY THE ARTIST, EXCEPT FOR THOSE SPECIAL REQUESTS FORMALLY AGREED UPON IN THE ATTACHED PERFORMANCE SCHEDULE.
- 11 ARTIST SHALL BE ENTITLED TO COMPENSATION FOR EXTENDED OR IMPROMPTU PERFORMANCES AT A RATE OF \$100 PER HOUR, WITH A 1/2 HOUR MINIMUM AT REQUEST OF PURCHASER. PAYMENT FOR ALL PERFORMANCE EXTENSIONS MUST BE MADE IN CASH BY PURCHASER PRIOR TO PERFORMANCE OF THE PROPOSED EXTENSION.
- 12 IN THE EVENT THAT SEVERE ILLNESS, INJURY, DEATH OF A FAMILY MEMBER OR ACT OF GOD SHALL PREVENT ARTIST FROM PROVIDING THE SERVICES NAMED HEREIN, ARTIST SHALL MAKE ALL REASONABLE ATTEMPTS TO APPOINT A SUBSTITUTE TO FULFILL THE CONTRACT.
- 13 IN THE EVENT THAT ARTIST IS UNABLE TO RENDER SERVICES OR PROVIDE A SUBSTITUTE, PURCHASER MAY REQUEST A 100% REFUND.

**C PURCHASER RESPONSIBILITIES**

- 14 PURCHASER SHALL PROVIDE ACCESS TO STANDARD ELECTRICAL OUTLETS WITHIN 100 FEET OF ALL PERFORMANCE LOCATIONS.
- 15 FAILURE TO PROVIDE ELECTRICITY AS DESCRIBED IN LINE 14 MAY RESULT IN REDUCED AUDIBILITY, BUT WILL NOT ENTITLE PURCHASER TO COMPENSATION OR REFUND IN ANY MEASURE AND ALL REMAINING TERMS OF THIS CONTRACT WILL NONETHELESS REMAIN IN FULL FORCE AND EFFECT.
- 16 PURCHASER SHALL PROVIDE ONE ARMLESS CHAIR, AND A DRY, COMFORTABLE, REASONABLY WELL-LIT LOCATION FOR EACH PERFORMANCE
- 17 PURCHASER SHALL PAY ALL KNOWN REMAINING CONTRACT BALANCES NO LATER THAN 7 DAYS BEFORE THE FIRST SCHEDULED PERFORMANCE, IF PAYING BY CHECK. ALL BALANCES NOT PAID BY THIS DEADLINE MUST BE PAID IN CASH UPON COMMENCEMENT OF THE EVENT. UNPAID SERVICES SHALL NOT BE RENDERED, AND FAILURE TO COMPENSATE "ARTIST" PER THESE TERMS SHALL RELEASE ARTIST FROM ALL CONTRACTED RESPONSIBILITIES. PURCHASER SHALL NONETHELESS BE RESPONSIBLE FOR FULL RETROACTIVE PAYMENT OF THIS CONTRACT.
- 18 UPON RECEIPT OF FINAL PAYMENT, ALL RECEIVED MONIES SHALL BE DEEMED NONREFUNDABLE UNLESS UNFORSEEN CIRCUMSTANCES PREVENT ARTIST OR APPOINTED SUBSTITUTE FROM PERFORMING AT THE EVENT, PER LINE 13.

**D. TRAVEL RESTRICTIONS AND LIMITATIONS**

- 19 ONE TRIP TO THE PRIMARY EVENT LOCATION WITHIN 20 DRIVING MILES OF THE LA CROSSE MUNICIPAL CITY HALL IN LA CROSSE, WI, IS INCLUDED IN ALL PACKAGES.
- 20 ONE TRIP TO A SECONDARY EVENT LOCATION WITHIN 20 DRIVING MILES OF THE PRIMARY LOCATION IS INCLUDED IN THE "GOLD PACKAGE" AND IN THE "PLATINUM PACKAGE". ANY TRAVEL EXCEEDING THESE LIMITS SHALL INCUR A TRAVEL REIMBURSEMENT FEE OF 60 CENTS PER MILE.

**E PERFORMANCE TERMS, RESTRICTIONS AND LIMITATIONS**

- 21 THESE LIMITATIONS APPLY UNLESS OTHERWISE INDICATED IN "PERFORMANCE SCHEDULE"

"PRELUDE/POSTLUDE MUSIC"	30 MINUTES COMBINED TOTAL
"PROCESSIONAL/S"	2 REQUESTS
"SOLO/S"	1 @ 5 MINUTES MAXIMUM
"RECESSIONAL/S"	1 REQUEST
"DINNER MUSIC"	1 HOUR
"COCKTAIL MUSIC"	1 HOUR
"REHEARSALS"	1 HOUR
"PLANNING CONSULTATION"	30 MINUTES BY TELEPHONE

**F EQUIPMENT AND SOUND**

25 ONE LARGE COMBINATION AMPLIFIER (50W, 2X12) WILL BE PROVIDED AS 'STANDARD' SOUND REINFORCEMENT EQUIPMENT FOR USE OF ARTIST ONLY. PURCHASER SHALL BE RESPONSIBLE FOR PURCHASING, RENTING OR SUPPLYING, AS WELL AS DELIVERY AND OPERATION OF ANY EQUIPMENT NEEDED BEYOND THIS STANDARD, INCLUDING ALL EQUIPMENT REQUIRED BY OFFICIANTS, READERS AND OTHER MUSICIANS, UNLESS OTHERWISE STATED IN THE INCLUDED PERFORMANCE SCHEDULE.

26 EXCESSIVE AMBIENT OR ADJACENT NOISE INCLUDING, BUT NOT LIMITED TO, VEHICULAR, EMERGENCY, RECREATIONAL, RAIL AND AIR TRAFFIC, INDUSTRIAL NOISE, NATURAL SOUNDS, MOVING WATER, ETC. MAY REDUCE THE CLARITY AND AUDIBILITY OF A PERFORMANCE AND/OR THE EFFECTIVENESS OF SOUND REINFORCEMENT EQUIPMENT. NO COMPENSATION, REIMBURSEMENT OR REFUND SHALL BE ISSUED BY ARTIST FOR COMPLAINTS RELATED TO THESE OR ANY OTHER CONDITIONS BEYOND THE CONTROL OF ARTIST. SHOULD ANY SUCH CONDITIONS PREVAIL DURING THE SCHEDULED PERFORMANCE/S, ALL REMAINING TERMS OF THIS CONTRACT WILL NONETHELESS REMAIN IN FULL FORCE AND EFFECT.

**G PLAYING CONDITIONS**

27 IDEAL PLAYING CONDITIONS ARE REQUIRED FOR OPTIMUM PERFORMANCE AND ARE DEFINED AS FOLLOWS: 1. TEMPERATURES BETWEEN 60 AND 90 DEGREES FERENHEIT INCLUDING HEAT INDEX AND WINDCHILL FACTORS 2. WINDS/GUSTS UNDER 10 MPH 3. ABSENCE OF PRECIPITATION OF ANY KIND 4. ABSENCE OF LIGHTNING 5. LOW OR MODERATE RELATIVE HUMIDITY.

28 ACCEPTABLE PLAYING CONDITIONS MAY COMPROMISE THE QUALITY OF PERFORMANCES AND ARE DEFINED AS FOLLOWS: 1. TEMPERATURES ABOVE 90 DEGREES OR BELOW 60 DEGREES FERENHEIT INCLUDING HEAT INDEX AND WINDCHILL FACTORS 2. WINDS/GUSTS BETWEEN 10 AND 25 MPH 3. ABOVE AVERAGE RELATIVE HUMIDITY. ANY DIMINISHMENT IN PERFORMANCE QUALITY DUE TO THESE CONDITIONS SHALL NOT ENTITLE PRUCHASER TO ANY FORM OF COMPENSATION OR REFUND, AND PURCHASER ACCEPTS ALL RISKS ATTRIBUTABLE TO SUCH CONDITIONS.

29 UNACCEPTABLE PLAYING CONDITIONS SHALL RELEASE ARTIST FROM CONTRACT OBLIGATIONS AT THE SOLE DISCRETION OF ARTIST AND ARE DEFINED AS FOLLOWS: 1. TEMPERATURES ABOVE 100 DEGREES OR BELOW 55 DEGREES FERENHEIT INCLUDING HEAT INDEX AND WINDCHILL FACTORS 2. WINDS/GUSTS OVER 25 MPH 3. DIRECT EXPOSURE OF ARTIST AND/OR ARTIST'S EQUIPMENT TO PRECIPITATION OF ANY KIND IN ANY AMOUNT INCLUDING RAIN, HAIL, SLEET AND/OR SNOW 4. PRESENCE OF ANY LIGHTENING OR THUNDER IN ANY AMOUNT 5. ANY INFORMATION INDICATING THAT SUCH CONDITIONS ARE IMPENDING.

30 THE ENVIRONMENTAL AND WEATHER-RELATED RISKS INHERENT TO OUTDOOR EVENTS ARE ASSUMED SOLELY BY PURCHASER, AND IT IS AGREED THAT IN THE EVENT THAT ARTIST DEEMS CONDITIONS TO BE, TO HAVE BECOME, OR THREATENING TO BECOME UNACCEPTABLE (LINE 29) AT ANY POINT BEFORE OR DURING THE EVENT, ARTIST HAS THE RIGHT TO TAKE IMMEDIATE STEPS TO PROTECT ANY AND ALL MUSICAL INSTRUMENTS AND EQUIPMENT FROM SAID CONDITIONS. SUCH ACTION, REGARDLESS OF ITS EFFECTS ON THE EVENT, SHALL NOT ENTITLE PURCHASER TO COMPENSATION OR REFUND IN ANY MEASURE, AND THE REMAINDER OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.

**H COPYWRITE AND LEGAL AGREEMENTS**

- 31 THE VIDEO AND/OR AUDIO RECORDING OF ARTIST'S PERFORMANCE/S IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF ARTIST.  
ANY REPRODUCTION, PUBLICATION, BROADCAST OR TRANSMISSION IN FULL OR IN PART OF ARTIST'S PERFORMANCE/S OR ANY RELATED PHOTOGRAPHS, DEPICTIONS, REPRESENTATIONS OR COMMENTARY TO ANY PUBLIC FORUM, AUDIENCE, WEBSITE, PUBLICATION OR MEDIA SOURCE IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF ARTIST.
- 32 VIEWING, SHOWING, SHARING AND DISTRIBUTION OF AUTHORIZED RECORDINGS AMONG FAMILY AND FRIENDS OF PURCHASER IS ACCEPTABLE UNDER THE CONDITION THAT ALL PARTIES IN POSSESSION OF SUCH RECORDINGS ADHERE TO THE RESTRICTIONS SET FORTH IN LINE 34 OF THIS CONTRACT.
- 33 ARTIST RETAINS OWNERSHIP/AUTHORSHIP OF, AND ALL COMMERCIAL RIGHTS TO ANY AND ALL MUSICAL ARRANGEMENTS, COMPOSITIONS, RECORDINGS, ADVERTISEMENTS AND DOCUMENTS CREATED FOR OR COMMISSIONED BY PURCHASER.
- 34 ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF MAY BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE THAT THIS AGREEMENT IS MADE AND SUBJECT TO THE LAWS OF THE STATE OF WISCONSIN AND MAY BE ENFORCED IN AN APPROPRIATE COURT OF LAW IN WISCONSIN. UPON A LEGAL DECISION IN THE FAVOR OF ARTIST, PURCHASER WILL BE RESPONSIBLE FOR ANY LEGAL FEES AND EXPENSES INCURRED BY ARTIST, AS A RESULT OF SAID CONTROVERSY OR CLAIM.
- 35 THIS AGREEMENT CONSTITUTES THE SOLE, COMPLETE AND FINAL AGREEMENT OF THE PARTIES AND SUPERSEDES ALL OTHER PREVIOUS AGREEMENTS MADE BETWEEN ARTIST AND PURCHASER REGARDING THIS ENGAGEMENT. THERE ARE NO REPRESENTATIONS, PROMISES OR UNDERSTANDINGS BETWEEN THE PARTIES OTHER THAN THOSE SET FORTH HEREIN. THIS AGREEMENT SHALL NOT BE MODIFIED IN WHOLE OR IN PART, UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES. IF A PORTION OF THIS AGREEMENT SHALL BE DEEMED LEGALLY INVALID, THE REMAINDER SHALL NONETHELESS CONTINUE IN FULL FORCE AND EFFECT.

PERFORMANCE SCHEDULE					Account ID: 010115-SAMPLE		
Purchaser	Anne Example				Reh./Event Date	n/a	1/1/2015
Event Type	Wedding				Primary Arrive Time		12:00 AM
Package	x	x	G	x	P/S Setup Times	12:00 AM	12:00 AM
Event Coordinator	Anne Example				Prelude Start/End	12:00 AM	12:00 AM
Coordinator Tel.	111-777-7777				Event Start/End	12:00 AM	12:00 AM
<b>Information:</b>	<b>Ceremony</b>		<b>Cocktail Party</b>		<b>Banquet</b>		
Venue:	0		0		0		
Address:	0		0		0		
City:	0		0		0		
State:	0		0		0		
Zip:	0		0		0		
Specific Set Location:	0		0		0		
Equip. Package:	0		0		0		
Property Contact:	0		0		0		
Contact Tel:	0		0		0		
<b>CEREMONY:</b>	<b>Officiant:</b> 0			<b>Tel:</b> 0		<b>Col:</b> 12:00 AM	
<b>Prelude:</b>	<b>Time/Cue:</b>	<b>Title:</b>	<b>Composer/Style:</b>	<b>End Cue:</b>	<b>Finishing:</b>		
Style	12:00 AM		0				
Request 1		0	0				
Request 2		0	0				
Request 3		0	0				
<b>Processional/s:</b>	<b>Time/Cue:</b>	<b>Title:</b>	<b>Composer:</b>	<b>End Cue:</b>	<b>Finishing:</b>		
Special Seating	0	0	0	0	0		
Wedding Party	0	0	0	0	0		
Bride's Procession	0	0	0	0	0		
<b>Solo/Ens. Feature:</b>	<b>Time/Cue:</b>	<b>Title:</b>	<b>Composer:</b>	<b>End Cue:</b>	<b>Finishing:</b>		
Feature 1	0	0	0	0	0		
Feature 2	0	0	0	0	0		
Feature 3							
<b>Recessional/s:</b>	<b>Time/Cue:</b>	<b>Title:</b>	<b>Composer:</b>	<b>End Cue:</b>	<b>Finishing:</b>		
Recessional	0	0	0	0	0		
Celebratory	0	0	0	0	0		
Postlude	After cel.						
<b>Cocktail/Party:</b>	<b>Time/Cue:</b>	<b>Title:</b>	<b>Composer/Style:</b>	<b>End Cue:</b>	<b>Finishing:</b>		
Request	0	0	0				
<b>Banquet:</b>	<b>Time/Cue:</b>	<b>Title:</b>	<b>Composer/Style:</b>	<b>End Cue:</b>	<b>Finishing:</b>		
Request	0	0	0				
Dance Request	0	0	0				
Additional Notes:	0						
Accomp. #1 Name	0			Tel:	0		
Accomp. #2 Name	0			Tel:	0		
Accomp. #3 Name	0			Tel:	0		

- INSTRUCTIONS:**
- 1 **INITIAL SECTION I.**
  - 2 **SIGN AND DATE SECTION II.**
  - 3 **SEND THIS PAGE ONLY BY MAIL TO THE INDICATED ADDRESS.**

**I. PLEASE INITIAL ALL:**

- 1 [REDACTED] I, THE PURCHASER, HAVE READ THE WEDDING ENTERTAINMENT AGREEMENT.
- 2 [REDACTED] I, THE PURCHASER, AGREE TO ALL TERMS AND CONDITIONS SET FORTH IN THE WEDDING ENTERTAINMENT AGREEMENT.
- 3 [REDACTED] I, THE PURCHASER, UNDERSTAND AND AGREE TO ALL PURCHASER RESPONSIBILITIES SET FORTH IN THE WEDDING ENTERTAINMENT AGREEMENT.
- 4 [REDACTED] I, THE PURCHASER, HAVE READ AND UNDERSTOOD THE INCLUDED PERFORMANCE SCHEDULE, AND I AGREE TO ITS CONTENTS.
- 5 [REDACTED] I, THE PURCHASER, FOREGO THIS FINAL OPPORTUNITY TO PROPOSE ANY CHANGES TO THE TERMS OF THIS AGREEMENT OR THE INCLUDED PERFORMANCE SCHEDULE.

**II. PLEASE PRINT NAME, SIGN AND DATE:**

- 6 THIS AGREEMENT IS MADE ON: [REDACTED] / [REDACTED] / [REDACTED]  
TODAY'S DATE
- 7 BETWEEN PURCHASER: [REDACTED]  
PRINT NAME
- 8 [REDACTED]  
SIGN NAME

AND ARTIST: CHRISTOPHER J RUDE

**III. PLEASE DETACH THIS PAGE ONLY , AND MAIL TO:**

CHRISTOPHER RUDE  
W4254 Ceresia Drive  
West Salem, WI  
54669