

# **ABATE of Indiana Inc. Entertainment Contract**

Address all correspondence and return signed contracts to: ABATE of Indiana, Inc., P O Box 665, Bargersville, IN 46106 Phone: 317-422 -8040, Fax: 317-422 -8373, Email abate@abateonline.org.

THIS CONTRACT is for personal services of musicians on the engagement described below, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the undersigned purchaser of music (herein called PURCHASER) and ARTIST(S), including the Leader. The ARTIST is engaged severally on the terms and musicians already designated have agreed to be bound by said terms and conditions.

1. ARTIST: \_\_\_\_\_
2. TYPE OF ENGAGEMENT: \_\_\_\_\_
3. PLACE OF ENGAGEMENT: \_\_\_\_\_
4. DATE(S) OF ENGAGEMENT: \_\_\_\_\_
5. HOURS OF ENGAGEMENT: \_\_\_\_\_
6. FULL FEES ENTERED UPON: \_\_\_\_\_

**PAYMENT TO BE MADE AS FOLLOWS:**

- A) \$\_\_\_\_\_ shall be paid by PURCHASER to and in the name of ARTIST'S Agent, security deposit, no later than \_\_\_\_\_.
- B) \$\_\_\_\_\_ shall be paid by PURCHASER to ARTIST, following the conclusion of the engagement in Cash or by Certified Check made payable to \_\_\_\_\_.
- C) \$\_\_\_\_\_ shall be paid by PURCHASER to Agent.

7. ARTIST agrees to pay \_\_\_\_\_% of the FULL FEES ENTERED within five (5) days of the engagement, if that percentage has not been paid directly by ABATE of Indiana Inc. as part of Item 6A (Deposit) or Item 6C (Direct Payment from PURCHASER).
8. If any members of said group are changed or replaced or if the ARTIST changes the group name, ARTIST is required to notify ABATE of Indiana Inc.
9. The agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, Act of God, or any legitimate condition beyond their control.
10. The agreement of the PURCHASER to employ the ARTIST is subject to proven detention by sickness, accidents, riots, strikes, epidemics, Act of God, or any legitimate condition beyond their control.
11. This contract, and the terms and conditions herein, may be enforced by the PURCHASER and by each ARTIST who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for and by the Agent(s) of each ARTIST.
12. All claims and disputes which may arise between PURCHASER and ARTIST(S) regarding the application or interpretation of any of the terms or conditions of this contract, including any disputes between the parties as to their respective obligations and responsibilities hereunder, shall be referred exclusively to binding arbitration.

WITNESS WHEREOF, the parties hereunder have hereto set their names and seals on the day and year above written.

\_\_\_\_\_  
 Print PURCHASER'S Name  
 X \_\_\_\_\_  
 Signature of PURCHASER

\_\_\_\_\_  
 Print ARTIST'S Name  
 X \_\_\_\_\_  
 Signature of ARTIST

\_\_\_\_\_  
 PURCHASER'S Address

\_\_\_\_\_  
 ARTIST'S Address

\_\_\_\_\_  
 PURCHASER'S City, State, Zip

\_\_\_\_\_  
 ARTIST'S City, State, Zip

\_\_\_\_\_  
 PURCHASER'S Telephone

\_\_\_\_\_  
 ARTIST'S Telephone

Any return engagement between ARTIST and PURCHASER up to one(1) year from date of this contract will be conducted through ABATE of Indiana Inc. and commission due thereof. Commencement of engagement together with physical deliver of this contract is deemed to be in acceptance of all terms by the PURCHASER and ARTIST(S).

Revised November 2009