

ZEMBA MUSIC CO.

PERFORMANCE AGREEMENT

Las Vegas, NV | booking@zembamusicco.com | (702) 706-2145 | zembamusicco.com

Sample terms. Each engagement is issued as an individual agreement for e-signature. Fees, lineup, and times are completed per event; payment options are at zembamusicco.com/pay.

This Performance Agreement (the "Agreement") is entered into as of _____ by and between **Zemba Music Co.** ("Artist") and _____ ("Purchaser") for the live musical entertainment described below.

Purchaser contact: _____ Phone: _____ Email: _____

1. EVENT & PERFORMANCE DETAILS

Event type: ☐ Wedding ☐ Corporate / Gala ☐ Private Party ☐ Casino / Venue Residency ☐ Festival / Grand Opening ☐ Other

Event date(s): _____ Venue name & address: _____

Day-of contact (name / mobile): _____

Load-in / soundcheck: _____ Start: _____ End: _____ Set format: _____

Lineup: ☐ Solo Acoustic ☐ Duo ☐ Instrumental Jazz Trio ☐ 4-Piece Band ☐ 5-6 Piece Band ☐ 7-Piece w/ Horn Section ☐ 8-9 Piece w/ Full Horns

Production: ☐ Purchaser / venue provides PA, engineer & stage per Artist's Technical Rider ☐ Artist provides self-contained PA / basic lighting (included in fee)

Total Agreed Fee: \$ _____ USD, covering the lineup, production selection, and performance hours above. Overtime, if requested on site and agreed by Artist: \$ _____ per 30 minutes, payable before overtime begins or invoiced net 7 days.

2. RETAINER & PAYMENT SCHEDULE

Retainer. A non-refundable retainer of 50% of the Total Agreed Fee (\$ _____) is due upon signing. Artist may place a courtesy hold on the date for up to 7 days while this Agreement is under review; **the date and lineup are confirmed only when Artist has received both the signed Agreement and the retainer.** If either is not received within 7 days, the hold is released.

Balance. The remaining 50% (\$ _____) is due no later than **7 calendar days before the event.** If this Agreement is signed fewer than 14 days before the event, 100% of the Total Agreed Fee is due upon signing. Residencies and multi-date engagements are invoiced per the attached addendum (e.g., weekly or Net-15), which controls for those dates.

Performance contingency. Artist is not obligated to perform until the full balance has been received.

3. METHODS OF PAYMENT

Payable to **Zemba Music Co.** by **online invoice (card or bank account, via the secure link in your invoice email), Venmo (Business, @zembamusicco), Zelle, PayPal, ACH bank transfer, bank wire, or business / cashier's check.** Payment options: zembamusicco.com/pay; bank and Zelle details are provided on the invoice.

Credit card payments may carry a surcharge of up to 3% where permitted by law and card-network rules, never more than Artist's cost of acceptance and always disclosed before payment. Debit cards, bank-account (ACH) payments, Zelle, wire, and check carry no surcharge.

Checks for the balance must be received at least 14 calendar days before the event so they clear by the balance due date; a returned check incurs a \$35 fee and must be replaced by Zelle, ACH, or wire. **Late payment:** amounts unpaid after their due date accrue 1.5% per month (or the maximum permitted by law, if lower) until paid.

4. CANCELLATION, RESCHEDULING & FORCE MAJEURE

Purchaser cancellation. The retainer is non-refundable once paid. Cancellation 14 or more days before the event: nothing further is owed. Cancellation fewer than 14 days before the event: 100% of the Total Agreed Fee is due, as Artist has reserved the date and declined other engagements. **Rescheduling:** one reschedule requested 30 or more days out may apply the retainer to a new date within 12 months, subject to availability.

Force majeure. Neither party is liable for failure to perform due to causes beyond its reasonable control (illness or injury, acts of God, severe weather, fire, government order, venue closure, labor dispute, or public emergency). If Artist cannot perform, Artist will make a good-faith effort to provide a comparable replacement ensemble acceptable to Purchaser; if none is accepted, Artist will promptly refund all monies paid and both parties are released. If the event itself is prevented by force majeure, the retainer is applied to a rescheduled date within 12 months. Outdoors, Artist may pause or end the performance if rain, wind, lightning, or unprotected electrical conditions endanger performers or equipment; this counts as a completed performance.

5. PRODUCTION, POWER & HOSPITALITY

Artist's current **Technical & Hospitality Rider** (zembamusicco.com) is incorporated into this Agreement, subject to changes initialed by both parties. Purchaser will provide: safe, grounded 120V AC power within 25 ft of the performance area (**at least one dedicated 20-amp circuit** for solo, duo, or trio; **at least two** for a 4-piece band and larger); a level, safe performance area sized per the Rider; shade and cover from sun and rain for outdoor events; and load-in access with parking or validation for performers. Hospitality: bottled water for all performers, a light meal or substantial snacks when call time overlaps a normal meal period, and a secure green room or holding area when available. Artist provides a W-9 and, on request, a Certificate of Insurance naming Purchaser or the venue as additional insured.

6. GENERAL TERMS

Artist is an independent contractor and retains control of artistic presentation, set lists (Purchaser may submit requests and do-not-play lists), and personnel. Purchaser is responsible for venue music licensing (ASCAP / BMI / SESAC) where required, for guest conduct and the safety of the performance area, and for damage to Artist's equipment caused by guests or venue staff. No commercial audio or video recording without Artist's written consent; personal and promotional social-media clips are permitted. This Agreement, the Rider, and any signed addenda are the entire agreement, may be modified only in a writing signed by both parties, and are governed by the laws of the State of Nevada, with venue in Clark County. Electronic signatures are binding.

7. ACCEPTANCE

By signing below, both parties agree to all terms, conditions, and payment schedules in this Agreement.

Purchaser / Client

Signature · Date

Printed name · Title

Zemba Music Co. - Performance Agreement

Zemba Music Co. (Artist)

Signature · Date

Christopher K. Zemba · Bandleader

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