

Kevin Foster Booking Contract _____(Client)

Kevin Foster
kevdfoster@me.com
www.kevdfoster.com
905-830-7905

Performance Date:

Venue:

Location (address)

Set Time(s):

Set Duration(s):

P.A required:

Venue Capacity:

Cover Price:

TERMS AND CONDITIONS

DEPOSIT

In order to reserve the date of your event the CLIENT shall pay to ARTIST upon execution of this agreement, a non-refundable retainer in the amount of 50% of the total cost of the services agreed upon. (____)

FINAL PAYMENT

The final balance, the total cost of the services plus any agreed upon expenses, shall be paid no later than the beginning of the set performance time. ARTIST reserves the right to withhold delivery of the performance until payment is received and will only perform until the previously agreed upon finish time. (____)

CANCELLATION

There shall be no removal of services upon execution of this agreement. All payments are non-refundable and all cancellations must be provided in writing (email or mail). The CLIENT understands and agrees that ARTIST will not book potentially conflicting events upon execution of this agreement. In the event that the CLIENT cancels the event or services, for any reason, ARTIST shall suffer losses that are difficult to ascertain. As such, the Client agrees that upon execution of this agreement, in the event of cancellation by the client with more than 6

months from the date of the event, the non-refundable retainer shall be forfeited by the CLIENT and paid to ARTIST as liquidated damages and not as a penalty. The client also agrees that upon execution of this agreement, in the event of cancelation by the client with less than 6 months from the date of the event, the full balance of this agreement, total cost of services plus agreed upon expenses, shall be forfeited by the CLIENT and paid to ARTIST as liquidated damages and not as a penalty. The Client and artist agree that these amounts are reasonable.
(_____)

POSTPONEMENT

Should the wedding be postponed for any reason, CLIENT understands that the artist may not be available for the new date. Should CLIENT postpone the event to a date for which ARTIST is not available, the assignment shall be considered cancelled, and the cancellation agreement above shall apply. ARTIST shall be notified of any postponement or likelihood of postponement as soon as possible, and will make every reasonable effort to be available for the new date. In the event the assignment is postponed, additional expenses may be incurred.

CHANGE OF SCHEDULE OR VENUE

ARTIST must be notified immediately of any changes in schedule or location. Notification of any changes should be made in writing (email or mail). Changes can result in additional expenses and will be considered as a cancellation if ARTIST can no longer attend.

FAILURE TO PERFORM

Due to the limited and subjective nature of the event ARTIST cannot be held responsible for requested songs outside pre-paid custom songs. ARTIST is not responsible for lost performance due to the lateness of the bride, groom, or other principals. ARTIST is not responsible for the lack of performance due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists or song requests, submitted to ARTIST will be used for organizational purposes only and in no way represents performance that will actually be produced. ARTIST will do its best to fulfil all requests but can make no guarantees all songs will be delivered.

CLIENT is responsible for all location fees and permits along with Bi-Laws regarding noise restrictions and clearance for the performance. Any fines incurred by the event are not the responsibility of ARTIST and are to be charged to and paid by CLIENT.

UNFORESEEN CIRCUMSTANCES CLAUSE

If ARTIST, cannot perform this agreement due to; casualty, strike or other civil disturbances, acts of God, including but not limited to, road closures, severe traffic, terrorism or other causes beyond the control of the parties, or due to ARTIST illness, then ARTIST shall return any moneys paid by the client, less expenses already used i.e. plane tickets, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that ARTIST equipment malfunctions on site, not allowing for performance.

INCLEMENT WEATHER CHARGE

In the event of severe weather, including but not limiting a blizzard, severe rainstorm or other unforeseeable events ARTIST may make the decision that it's unsafe to drive home, and hotel stay will be billed to the client.

CUSTOM COVERS/REQUESTS

ARTIST may agree to grant song requests to the CLIENT, at no less than 6 months to the event date, at a cost of \$75 per song. This custom song is great for family songs, team songs, first dances, or parts of the ceremony. Allows the CLIENT customizes their event and ARTIST to prepare a sufficient performance of the song(s).

EQUIPMENT USE

ARTIST shall be the exclusive performer during the event. There will no open stage, no singing, playing or using ARTIST equipment at any point. CLIENT can speak with ARTIST previous to signing agreement if there is a special performance that needs to be done on ARTIST equipment. Family and friends of the CLIENT and other vendors shall not interfere with ARTIST duties or performance.

EXPENSE REIMBURSEMENTS

The CLIENT agrees to reimburse ARTIST for all reasonable expenses relating directly to the event itself. For example, parking fees,

destination travel fees, accommodations, etc. ARTIST will bill the CLIENT after the event. Both parties agree to discuss this thoroughly to avoid any surprises as to what will constitute an expense and ARTIST agrees to supply expense receipts, if so requested.

EVENT FOOD SERVICE

The client or venue agrees to provide meals and beverages (Alcohol included) for ARTIST. In turn, ARTIST agrees to eat meals only on allotted break times, between sets.

RETURNED CHECKS

Returned cheques are subject to a \$50.00 returned fee. CLIENT assumes responsibility for any and all collection costs and legal fees incurred by ARTIST in the event that enforcement of this contract becomes necessary. (____)

SUBSTITUTION

In the event of illness or sudden event out of the control of both parties, ARTIST may substitute a performer at no cost to the CLIENT. In the extreme case where both are unable to attend, the CLIENT will be notified immediately, and this contract will be transferable to another performer.

We have read, initialled and agree to the terms and conditions in this Wedding Contract. By signing this contract, the purchaser agrees to all terms listed in the above.

Kevin Foster (ARTIST)

Purchaser (CLIENT)

Date _____

Date _____