

CONTRACT SPECIFICATIONS

This contract, executed on this day of _____
by and between the undersigned Client and the Charisa Martin Cairn band
is an agreement for the Charisa Martin Cairn band to provide live musical
entertainment services for the Client-sponsored event according to the
specifications, terms and conditions contained herein.



This contract is void if not signed and received by Charisa Martin Cairn
with deposit payment by _____.

EVENT DESCRIPTION

Event Date: _____

Type of Event: _____

EVENT LOCATION

Venue Name: _____

Room: _____

Street Address: _____

City/State: _____

Phone: _____

SERVICES DESCRIPTION (i.e., activities, duration, number of musicians)

COMPENSATION

Total:

Advance Deposit

Balance Due:

Overtime Charge
(per half-hour):

\$ _____

\$ _____

\$ _____

\$ _____

SIGNATURES

By signing below, the Client signee acknowledges that he/she:

- 1. Has read this contract in its entirety, and understands and agrees to its specifications, terms and conditions.
- 2. Agrees that all disclosures in this contract were made prior to the consummation of this contract.
- 3. Agrees that all form blanks were filled in before the contract was signed.
- 4. Is an authorized agent to represent Client and commit funds.
- 5. Received a copy of this contract at the time it was signed.

CLIENT

Name (printed): _____

Signature: _____

Date: _____

Street Address: _____

City/State/Zip: _____

Phone: _____

CMC

Name (printed): **Charisa Martin Cairn**

Signature: _____

Date: _____

Form Completion: Please call CMC at 425.761.5665 to request address to send this completed form in order to assure that your booking date is held.

These contract specifications are subject to the Terms and Conditions on the following pages.

Terms and Conditions**1. About This Contract****1.1 Contract Specifications**

These contract Terms and Conditions apply to the Contract Specifications for:

Client: _____

Event Date: _____

1.2 Parties and Definitions

This contract constitutes an agreement between the Charisa Martin Cairn band, hereinafter referred to as "CMC", and the authorized purchaser of CMC musical services, hereinafter referred to as "Client."

1.3 Services

By signing this contract and paying CMC the deposit amount indicated in the Contract Specifications, Client engages CMC to provide Client with live performance musical performance services as specified in the Contract Specifications.

1.4 Contract Basis

This contract is binding on both parties, and supersedes all prior written and/or oral representations, understandings, and contracts. This contract cannot be altered or changed unless agreed to in writing by both parties. If any portions(s) of this contract is found to be invalid, the remainder shall not be affected.

1.5 Service Changes, Rescheduling, Venue Change

If Client requests changes in services, event date or schedule, and/or change of venue after Client has submitted this signed contract with deposit payment, CMC will attempt to accommodate the requested changes. However, any change is subject to the availability of CMC performers, CMC policies, and CMC's capabilities. CMC reserves the right to reject such requests. Client may be in breach of contract by committing to any change that substantially alters the specifications, terms, and/or conditions of this contract without written agreement with CMC.

1.6 Transfer

This contract may not be transferred to any other entertainment provider other than CMC or any other entertainment purchaser other than the assigned Client.

1.7 Term

After this contract has been signed by both parties and Client has paid deposit amount indicated in the Contract Specifications, this contract is in force until the end of the contracted event, and until all payable amounts have been received in full by CMC.

2. Payments**2.1 Advance Deposit**

An advance deposit in the amount designated in the Contract Specifications is required to reserve CMC for Client's event. CMC will apply the deposit amount toward the event's full contract price. Deposit refunds are subject to the terms in this document's Event Cancellation section (section 3). Payments must be made according to the Payment Methods indicated below (section 2.3).

Deposit Due Date: If CMC does not receive the required deposit amount by the deposit due date, Client releases CMC from any obligations to hold the date, and this contract is null and void unless CMC extends the deposit due date in writing.

Deposit Returns: If CMC receives Client's deposit payment after the deposit due date, and CMC has notified Client previously that CMC will not contract the Client, CMC will refund to Client any deposit payment received.

Deposit Transfer: If the event is postponed and rescheduled for a date within 12 months of the original contract event date, CMC may transfer and apply an advance deposit amount(s) received from Client to the rescheduled event contract.

2.2 Balance Due

The balance due is the amount remaining from the full contract price after Client has paid CMC an advance deposit. This balance due must be paid in full to CMC before the contracted event date or to the CMC Bandleader by the immediate end of the contracted event at the event venue, according to the allowable payment methods, and subject to the late payment charges indicated in this document.

2.3 Payment Methods

CMC accepts all payments in the following forms:

- Cash
- Personal and corporate checks
- Money orders and Cashier’s Checks
- Credit Card via PayPal, 5% fee assessed: Visa, Discover, MasterCard, and American Express, non-corporate accounts

2.4 Overtime Charges

CMC performances beyond the duration indicated in the Contract Specifications are subject to the specified overtime charge. Overtime is billed in 30-minute increments. Overtime charges are due upon completion of CMC’s performance obligations and must be paid to the CMC Bandleader at the event venue, unless Client has made previous arrangements in writing with CMC.

2.5 Late Payment Charges

Any past due charges outstanding to CMC will accrue late fees of 1% of the payable amount(s) per week following the due date. Client will also be responsible for any costs, fees, or expenses born by CMC in the recovery of the outstanding charges, including legal fees, court costs, collection costs, travel costs, telephone costs, or any other legitimate expenses.

2.6 Returned Checks

CMC will assess Client a \$25 fee for any check returned unpaid due to insufficient funds. CMC also reserves the right to rescind this contract or restrict allowable payment methods if a deposit check is returned unpaid.

3. Event Cancellation

By signing this contract and paying the deposit amount to CMC, Client understands that CMC will reserve the musicians and performers for the event, and turn away inquiries from other prospective Clients for that date. Client also understands that CMC’s ability to rebook a cancelled date becomes progressively more difficult the closer the cancellation date is to the event date.

3.1 Notice

Client must give notice in writing to CMC for any event cancellation.

3.2 Refund

Client-initiated event cancellation after Client has signed and returned this contract with a deposit payment voids this contract. If Client cancels, CMC

will refund Client any payments made according to the following schedule:

Refund Schedule

Cancellation Notice	Refund to Client
More than 6 months before event date	CMC refunds all amounts paid to date minus a \$100 service fee.
2-6 months before event date	<ul style="list-style-type: none"> • If CMC is able to rebook the date by 60 days prior to the event date, CMC will then retain 50% of the deposit amount or \$100, whichever is greater. • If CMC is not able to rebook the date by 60 days prior to the event date, CMC retains 100% of the deposit amount. • CMC will also refund in full any other payments Client has made toward the full contract price above and beyond the deposit amount.
30-60 days before event date	<ul style="list-style-type: none"> • CMC retains 100% of the deposit amount • In addition, Client must pay an additional penalty amounting to 15% of the full contract price.
0-30 days before event date	<ul style="list-style-type: none"> • CMC retains 100% of the deposit amount • Client must pay the entire balance due of the full contract price

Exceptions to the above Refund Schedule

CMC will refund to Client all amounts paid to date in the following circumstances:

- Client cancels event due to verifiable death of an immediate family member
- Event cannot proceed due to a catastrophic event such as war, fire, riots, hurricane, tornado, or acts of God beyond the control of Client, CMC, and/or venue.

4. Event Termination or Interruption

4.1 Venue/Facility Conditions

If upon arrival or at any time during the event, the venue’s physical and/or electrical conditions do not adequately support CMC performance requirements, or the space is not available for the required load-in and setup time through no fault of CMC and its performers and personnel, CMC is not responsible for any delays or interruptions of its performance services. While CMC will make every effort to resolve such situations, Client will still be responsible for the full contract price contained herein.

4.2 Premature Event Termination

If Client's event is discontinued or cancelled after it has already begun, but prior to its scheduled end, due to any circumstance (whether voluntarily, by Client direction, or due to weather, accident, act of God, insufficient guest participation, civil disobedience, citation, order of any public authority) that is not the direct result of CMC's failure, inability, or unwillingness to deliver the services agreed to in this contract, such termination shall be deemed premature event termination. In such case, all payment received to date will be non-refundable and non-recoverable, and any remaining balances will be due and payable in full.

4.3 Event Interruption or Delayed Start

If event is interrupted or start time is delayed during the contracted time period for any reasons not the direct result of CMC's failure, inability, or unwillingness to deliver the services agreed to in this contract, CMC is not responsible to make up the lost time, and is only obligated to perform its contracted services up to the contracted event end time.

5. Performance Provisions**5.1 Song Selections**

CMC will make every effort to accommodate Client's specific song requests and general song style directions. However, CMC is only obligated to perform songs that are critical to the event (for example: scheduled wedding ceremony music, couple's first dance, special pre-arranged commemorative songs,) and that, prior to the event, CMC has agreed to perform. CMC must provide ample notice to Client if CMC is unable to perform any such critical song, and will work with Client to identify a suitable replacement if possible.

CMC requires at least one month lead time to learn new songs not on the published CMC song list. If the request requires multiple rehearsals with CMC, additional costs may be incurred.

CMC will incorporate non-critical song requests requested by Client prior to the event subject to the Bandleader's discretion. Song requests made during the event should be communicated directly to the Bandleader, and are subject to the Bandleader's discretion.

5.2 CMC Personnel

While CMC employs a substantially uniform roster of performers at all its engagements, CMC does not guarantee the presence of any particular musicians at the event, but does promise a consistent, high level of musicianship and professionalism from all its performers and musicians.

5.3 Guest Musicians

Client must get approval from CMC prior to event for guest musicians and/or singers to "sit in" with the band. Any guest requesting to perform with CMC and/or use CMC musical instruments and/or equipment must have the approval of both Client and CMC.

5.4 Venue/Facilities

CMC requires certain physical conditions to provide adequate performance space and electrical supplies to support its sound system and musical instruments. These conditions vary depending on the event's unique specifications.

CMC requires certain pre- and post-event time durations to load in, set up, tear down, and load out its personnel and equipment.

CMC works directly with the venue prior to the event to verify adequate performance conditions and timing. CMC will notify Client prior to the event if there are any potential problems with the facility, and will attempt to resolve the situation with Client and venue. (See item 4.1, Venue/Facility Conditions)

6. Liability

In order to prevent liability from accidental injury or damage to CMC equipment and musical instruments, CMC reserves the right to deny any guest access to the performance area during equipment load-in, setup, performance, tear-down, and load-out. Client accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with these liability provisions.

Client hereby assumes responsibility for guests, venue, and venue staff and agrees to maintain conditions that will not inhibit the CMC performance nor cause loss, injury or damage to CMC personnel, equipment, and musical instruments.