

8631 W. Third St. Suite  
1017E  
Los Angeles, CA 90048

# Nightcall



## Musical Services Agreement

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\*\*PLEASE INITIAL AT THE END OF EACH PARAGRAPH IN THIS CONTRACT:

UNDER THIS CONTRACT for the personal services of musicians, NIGHTCALL will provide musical entertainment on the date, time, and at the locations specified below according to the terms and conditions set forth herein and agreed to by the parties thereto. TO RESERVE/HOLD the specified date and time listed below, NIGHTCALL requires a 50% of the contract price listed below to be paid at the time of this signing. PAYMENT methods shall be in cash, personal check, Zelle or ACH deposit. NIGHTCALL has provided a credit card price for those clients who would like to pay with credit card, please see price below. 50% of the deposit is NON-REFUNDABLE upon cancellation by CLIENT ninety (90) days or more prior to any event date. If cancellation occurs less than ninety (90) days prior to event date, the entire deposit is NON-REFUNDABLE. If cancellation occurs less than thirty (30) days prior to event date, the remaining balance and any addendum(s) to the contract are due in full. If deposit is paid in multiple installments or CLIENT has chosen to pay total contract amount in advance, refunds and charges will be in accordance with the above-outlined guidelines. Namely, if CLIENT elects to cancel event in the time period between installment payments, all monies received by NIGHTCALL to that point are irrevocably non-refundable. THE BALANCE is due and payable no later than fourteen (14) days prior to engagement. Only CASH, CASHIERS' CHECK, Zelle, ACH transfer will be accepted if balance is paid less than fourteen (14) days prior to engagement. All addenda must be paid prior to engagement. NIGHTCALL reserves the right to cancel performance and retain all monies if final balance of payment is not paid as per contract. \*\* \_\_\_\_\_ (please initial)

CLIENT waives all rights to receive credit or refunds from ANY portion of this contract (including addenda to contract) when overtime is requested at engagement. Overtime is booked in minimum 30-minute increments. In the event the CLIENT or location chooses to end the band's performance at any point during that 30-minute overtime segment, the CLIENT agrees to pay for entire 30-minute segment. In addition, CLIENT agrees to pay overtime in the event performers are delayed/prevented from packing equipment or departing premises (by shuttle provided by CLIENT or personal vehicle) after performance. On the day of the engagement in the event the client requests the band to start earlier than contracted, we will bill for overtime/additional time unless other arrangements have been made. CLIENT agrees to pay all overtime fees within fourteen (14) days following event date. Overtime/All Payments not received within 21 days following event are subject to a 10% late fee surcharge. Note: Cash given directly to performers at event will be considered gratuity. \*\* \_\_\_\_\_ (please initial)

IN ADDITION, CLIENT agrees to provide NIGHTCALL with pertinent material for engagement in advance of event. These materials include: detail sheets, maps, show scripts, and special requests. CLIENT agrees to submit song requests no later than 4 weeks prior to event and are subject to approval by NIGHTCALL. NIGHTCALL is not responsible for song submission and/or schedule changes less than 7 days before day of event. CLIENT agrees to arrange parking for musicians providing in advance fully validated parking passes or reimbursement to NIGHTCALL. CLIENT agrees to provide cover from sunlight or heating for musicians when needed. CLIENT also agrees in all promotional ads, programs, and credits to the entertainment the ensemble and will be listed as it appears below.

Client agrees to provide video footage or photos to Nightcall with acknowledgment of your wedding and the vendor (provided upon request) for publication for promotional purposes. In the event that the CLIENT provides additional materials (i.e.: CD's, Video, etc.), the CLIENT is solely responsible to collect all belongings at the end of the

evening. NIGHTCALL will not be held responsible for such items.

\*\* \_\_\_\_\_(please initial)

**FOR INTERNATIONAL EVENTS ONLY:**

In the event the place of performance is outside the continental limits of the United States, Purchaser agrees to procure, at Purchaser's sole cost and expense, for NIGHTCALL performers, the necessary visas, work permits, union permits, and other documents of any nature whatsoever necessary or usually obtained to enable NIGHTCALL performers to render their services hereunder. Also Purchaser shall be responsible for and indemnify and hold NIGHTCALL performers harmless from and against, all local, municipal, and country or government taxes, fees, or levies on all income earned by NIGHTCALL performers while in the country or countries covered by their Agreement. \*\* \_\_\_\_\_(please initial)

CONTACT #:

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OCCASION:

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LOCATION:

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DATE:

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TIME:

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CLIENT:

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CONTACT:

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PHONE:

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**TERMS AND CONDITIONS - NIGHTCALL WILL PROVIDE THE FOLLOWING:**

3 Hour Party Segment Includes:

- 1 trumpet, 1 saxophone, 1 keyboard, drummer, bass, 2 guitars/vocal, 3 singers (2 female, 1 male) - **\$7500**
- Additional time - **\$2500/hour**
- Wedding Processional/Recessional - **\$1800**

\*ALL BAND MEMBERS WILL BE PROVIDED WITH MEALS FROM THE CLIENT AND ALLOWED one 15-MINUTE BREAK per each hour.

*Performers shall appear unless an Act of God, Personal Injury, Personal Tragedy, or Unforeseen Circumstances outside the control of NIGHTCALL shall occur. The performance of this agreement by either party is subject to Acts of God, war, government regulations, natural disasters, government curtailment of transportation facilities (including travel bans and U.S. Customs & Immigration), or other emergency, making it illegal or impossible to provide a performer for you event, including but not limited to: A Pandemic; therefore, this Agreement may be terminated only for one or more of such reasons by written notice to the other party. NIGHTCALL will credit any deposits paid toward a rescheduled date within one year of original event date. The client will use best efforts to reschedule the event.*

Notes: NIGHTCALL will provide a basic sound system that may be contracted through sound vendors. Basic sound system used exclusively for the NIGHTCALL Reception band & performers.

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	CHECK PRICE	CREDIT CARD PRICE	
<b>TOTAL CONTRACT PRICE (See terms above)</b>	\$	\$	
<b>50% Deposit within 5 days of signing</b>	\$	\$	<i>Due Date:</i>
<b>50% due within 14 days of event</b>	\$	\$	<i>Due Date:</i>
<b>BALANCE (due and payable no later than 14 days prior to engagement)</b>	\$	\$	<i>Due Date:</i>
<b>OVERTIME</b>	\$	\$	PER HOUR

WITH THE SIGNATURES OF THE PARTIES HERETO, THIS DOCUMENT BECOMES A BINDING LEGAL INSTRUMENT.

\_\_\_\_\_  
 Client/Authorized Representative & Date

\_\_\_\_\_  
 NIGHTCALL & Date