



Piano Joe

Classic Tunes Productions

MUSICAL PERFORMANCE AGREEMENT

THIS CONTRACT is for the personal services of **Joe Bongiorno** (musician) for the performance described below. The undersigned customer and the undersigned musician agree and contract as follows:

1. **DATE AND TIME OF PERFORMANCE:**
2. **NAME OF CUSTOMER:**
3. **NATURE OF PERFORMANCE:**
4. **NAME, ADDRESS, & PHONE # OF PERFORMANCE SITE (INCLUDE CONTACT NAME) :**
5. **FEE (\$) AGREED UPON:**
6. **DEPOSIT (NON-REFUNDABLE):**

7. PAYMENT OF BALANCE TO **JOE BONGIORNO** SHALL BE MADE IN **U.S. CURRENCY** or **DEBIT/CREDIT CARD** AT LEAST 48 HOURS PRIOR TO EVENT. **DEBIT/CREDIT CARD PAYMENTS** MUST BE MADE VIA www.paypal.com to payments@pianojoe.com.
PERSONAL CHECKS & PAYPAL E-CHECK PAYMENTS MUST BE MADE AT LEAST 7 DAYS PRIOR TO EVENT.
\$40 FEE FOR ANY RETURNED CHECKS
Failure to adhere to payment terms may result in loss of service. In such case, customer will still be bound to contract terms, and pay fees stated in line '5'.

8. **Regarding meetings:** The above fee (line '5') includes one 30 minute preparatory meeting with customer and/or appropriate parties before the event date, scheduled at least one week in advance, at a mutually agreed upon time in Seattle's University Village. Customer must supply musician with a detailed itinerary of the day's events and a list of music selections at this meeting. Any other meetings deemed necessary by customer are subject to musician's approval & additional charges. Musician is not contracted to participate in any event rehearsal.
9. **Regarding set-up:** Musician must be a given complete & unrestricted access to the event site a *minimum* of 60 minutes prior to "start time" for set-up. Multi-room and outdoor events require a *minimum* 90 minutes setup time. Customer must provide on premises loading/unloading access. If such is not available, customer will be subject to a fee of \$100 in addition to the fee stated in 'line 5'. Customer must provide parking for Musician's vehicle for the entirety of the event, at customer's expense if free parking is not available. Musician requires access (within 75 feet of setup) to two grounded outlets (3 prong) capable of carrying a consistent 15 amp load. Musician is not responsible for equipment failure caused by insufficient/inconsistent power supply. Musician requires one table of at least four feet in length be set up by venue or customer. Colored moving lights are available "by request" only and free of charge for events with DJ service. Musician retains the right to opt not to set them up if the set-up logistics are such that there is sufficient risk of damage or injury. In such cases, customer will not be entitled to any refund or deduction in fee. Customer must provide adequate shelter from inclement weather to insure that outdoor service will take place. In the event that there is inclement weather or even a threat there of and no such shelter is provided, Musician retains the right to refuse to perform. In such case, customer will still be bound to contract terms, and pay fees stated in line '5'. Any changes to the original set-up or location plans may be subject to additional charges as currently outlined at http://www.joebongiorno.com/piano_joe/pricing.html.
10. **Regarding the music:** The wishes and requests of the person named as "customer" in line '2' supercede those of all other parties involved in the event, regardless of whether another party accepts responsibility for payment or event planning. It is clear and understood by all parties involved that musician's piano repertoire is based completely upon his own original compositions, and that his inability to read music will prevent his taking requests for anything other than that which is posted on the 'samples' page at www.pianojoe.com or www.mellowsounds.com. It is clear & understood by all parties involved that musician's DJ music repertoire consists only of exactly that which is posted at www.pianojoe.com and that any desired selections other than what is posted will be sought by musician (up to 10), but are not guaranteed to be procured. Musician will play customer supplied CDs, but is not in any way responsible for their failure, loss, or damage to.
11. **Terms:** The date of this contract (line '1') is not transferable. Customer must notify musician of intent to terminate this contract by certified letter to the address atop this contract. In the event of customer termination within 120 days of event, customer agrees to pay full amount of contract as agreed upon in line '5'. All deposit funds paid are non-refundable, even in the event of termination. Musician is liable only to the extent of amounts already paid to him, in the unlikely event that he is unable to perform. In the event of breach of this contract by Customer, Customer agrees to pay the full amount of the contract (line '5') as damages, plus any & all reasonable legal fees, attorney's fees & court costs. This contract constitutes a complete and binding agreement between the customer and the musician. The person(s) signing as Customer and the Musician agree to be personally, jointly and severally liable for the terms of this contract.

X _____

Customer's signature & date
(MUST BE THAT OF THE PERSON NAMED IN LINE '2')

X _____

Musician's Signature & date

Address:

Phone:

Cell:

Email: