

The Cool Beans Contract

This Agreement dated DATE is made between CoolBeans (hereinafter referred to as "The Band")

And

(hereinafter referred to as The Client)

Services:

Date:

Venue:

Start Time:

End Time:

Fee:

I/We the undersigned as The Client/on behalf of The Client acknowledge to have read and understood the above and the Special Terms and Conditions contained within pages 1, 2, 3, 4 and 5 of this Contract.

Names: _____

Signed: _____ Dated: ___ / ___ / ___

Address

Phone: _____

Mobile: _____

Email: _____

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The Client Requirements

To supply live music in accordance with the contractual requirements below and in accordance with the time, date & venue details as given above

The Band Requirements

General

The Band will always use their best endeavours to fulfil this Contract subject to the conditions on this page

The Band will require a non-refundable 20% deposit to book the date requested. The balance will be paid in full on commencement of the engagement. (Before we play) Cash is preferred but other means of payment are acceptable by prior arrangement.

The Band will require The Client to provide the required selection of songs from the current play list, upon the signing of this Contract. If The Client does not wish to choose the songs The Band will select a suitable song list. The Band will always decide which order the chosen songs are played.

The Band will require from The Client their preferred First Dance song or other songs chosen for the evening. Where a song is requested which, is not on our play list The Band must be notified upon date of signature of this agreement (providing The Band have at least 6 weeks notice in advance of the event) in order for The Band to ascertain their ability to recreate a suitable performance. Where this is not deemed possible The Band will notify The Client within 28 days of the signed date of this agreement and will request The Client to provide the original music via CD or an alternative song.

The Band will require adequate washing and changing facilities prior to commencement of the function.

For safety reasons the Client, their guests and all refreshments must be kept away from all The Band equipment. Children must not be allowed to play or enter on or near the designated Band area/stage at any time.

If at any time there is any aggressive, threatening behaviour towards any member of the band we reserve the right to stop playing until they are removed or stop altogether if the situation is not resolved. Any damage to any equipment owned by the band caused by Client or their guests through wilful acts will be paid for by the Client.

The Client and guests are not allowed into the designated Band play area/stage at any time.

A Band representative may require a meeting with The Client at the venue in advance of the contracted date, preferably with the venue manager/organiser, to ensure that all parties understand all requirements and agree to the details in this Contract.

Although we try to keep to the same line up, sometimes it is necessary to use other performers due to illness and other unforeseen circumstances.

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Date and Timing

The Band will always endeavour to start performances at the contracted time.

If The Band does not start at the allotted time then CD music will be supplied until The Band is ready.

The agreed length of time will be played even where there is a late start time caused by The Band unless The Client wishes us to stop early. If The Client asks The Band to stop playing, which has not been prearranged, then it is the choice of The Band whether they continue afterwards.

At least two members of The Band will require access to the performance area in the venue on the date of the function. The Band will require access from 1– 2 hours before the start of the gig to set up their equipment. If The Client has a specific requirement with regard to set up times this must be notified to The Band at the time of booking.

A sound check will take place prior to the start time. All The Band members will endeavour to arrive at the venue in good time. an hour must be made available between, the arrival time of The Band members and the contracted Start Time, to enable the band members to set-up and check their own equipment.

Depending on the venue The Band will require approximately 1- 1/2 hours to take down and remove all equipment from the venue.

Access

Adequate provision must be made for access to and from the function area during the set-up and take down periods.

Dry access to The Band play area must be made available.

The Band will not, under any circumstances, carry their equipment through or over muddy, frozen, saturated or dangerous slippery surfaces.

Adequate temporary parking facilities must be made available adjacent to the function area at all times.

Electrical Requirements

The Band will require 4 separate 13 amp power supplies to the function area.

Should these 4 power supplies be provided via a generator, such generator must be regulated.

Adequate controllable lighting must be supplied to the function area to enable set-up and take down.

Refreshments

The Band will require unlimited drinking water and soft drinks (Coke, tea, coffee etc), to be supplied before they start the first set.

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Music

Only songs chosen by The Client and/or The Band from The Band's play list will be played during the function.

Marquee Venues

The suppliers of marquee venues must adhere to the following requirements:

1. The Band play area must have adequate controllable lighting before, during and after the function.
2. The Band play area must be completely waterproof.
3. Adequate access to The Band area must be made available.
4. Should the marquee be on a grassed area, adequate dry walkway and loading access to The Band play area must be made available. The Band will not, under any circumstances, carry their equipment through or over muddy, frozen, saturated or dangerous slippery surfaces.
5. The suppliers of the marquee must also ensure that 4 separate, complete and tested, 13 amp power supplies are connected to The Band play area. Should these power supplies be provided via a generator, such generators must be regulated.
6. The Band will require an area of a minimum size of 14ft x 10ft of suitable flooring (The Band will not setup and play on surfaces deemed not suitable i.e. grass, mud or damp/wet Stone.) for the set-up of all lighting and Band equipment. A secondary PA area will also be required, in front of The Band, approximately 8 ft x 5 ft for the set-up of the lighting and P.A. controls and associated equipment.
7. Should a dance floor be laid in front of The Band the secondary P.A. area may need to be placed at the opposite end to The Band. This will be subject to agreement with the event organiser prior to the function date.
8. Under no circumstances will The Band perform unless the above requirements are met in full.

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Payment

The non-refundable 20% deposit will be paid upon the signing of this Contract. The remaining sums due will be paid on the night of the function before the performance in cash. **(Other forms of payment only acceptable by prior arrangement.)**

The Band will supply invoices in this respect.

Cheques should be made payable to A Barber

The Band Information

We currently carry £5,000,000 worth of public liability insurance. A copy of the certificate is available, if required.

All Band equipment is PAT tested and a copy of this certificate is available, if required.

Cancellation

Should this Contract be cancelled after a period of 28 days from the issue for any reason whatsoever, a service charge equal to 50% of the fee due shall be payable to The Band.

If cancellation is within 28 days prior to the date of the function, the fee shall be 100%. The non-refundable 20% deposit will only be refunded to The Client should The Band cancel the gig due to injury, illness or death of a Band member or any Band member's family. The Band will use their best endeavours to assist in finding a replacement band for the contracted date.

Complaints and Problems

Should The Client or The Client's Nominated Representative/Event Organiser have a complaint or problem before or during a performance they must make this known to Ashley Barber of The Band.

Complaints received from any other guests will be disregarded