



# David Brown Cover Band

1368 Pamalee Dr. Fayetteville, NC 28303 davidbrowncoverband.com  
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Agreement made as of \_\_\_\_\_, 2005 by and between \_\_\_\_\_,  
whose business address is \_\_\_\_\_ (Hereinafter the 'Venue')  
and the musical group 'David Brown Cover Band' (DBCB), at 1368 Pamalee Dr., Fayetteville, NC 28303.

### Section 1. Basic Term of Agreement

Musical group David Brown Cover Band (DBCB) (hereinafter the 'Band') agrees to provide a live music performance on the terms and conditions set forth and described below.

### Section 2. Band, Venue, and Performance Information

Individuals comprising Band: David Brown, Peter McArthur, Sean Rooney, Joshua Walters

Date and Time of Engagement: The Venue hereby engages the Band to render a musical performance and the Band hereby agrees to such performance under the following terms and conditions:

Date _____	Start _____ (am/pm)	Finish _____ (am/pm)
Date _____	Start _____ (am/pm)	Finish _____ (am/pm)
Date _____	Start _____ (am/pm)	Finish _____ (am/pm)

Load-in and Set Up:	on date of performance at _____ (am/pm)
Sound Check:	on date of performance at _____ (am/pm)

### Location of Performance:

Venue Name: \_\_\_\_\_ Venue Capacity: \_\_\_\_\_ persons  
 Street Address: \_\_\_\_\_  
 Age Restriction: \_\_\_\_\_ None (all ages) \_\_\_ 18+ \_\_\_ 19+ \_\_\_ 21+ \_\_\_ Other, Specify \_\_\_  
 Sound: \_\_\_\_\_

### Section 3. Compensation

In consideration for services provided by the Band: All payments provided (as determined below) by the Venue shall be made in U.S. funds by money order, business or cashiers check payable to a specified Band member (either Peter McArthur or David Brown) unless otherwise notified in writing. Payment should be made within one hour of completion of performance.

**(Cancellation Clause – If performance is cancelled by the Venue, the Venue is obligated to compensate the band a fee of \$100 or 25% of total fee, whichever is greater)**

\_\_\_\_\_ Free. Band will not be paid.  
 \_\_\_\_\_ Percentage of ticket sales; an amount equal to \_\_\_\_\_ percent (%) of the total sales (individually sold at \_\_\_\_\_ dollars per ticket) will be paid to Band.  
 \_\_\_\_\_ Set Fee; A set fee of \$ \_\_\_\_\_ will be paid to Band.

### Promotion:

At the Band's option, the Band may use the Venue name and specifics in performance-related advertising. The Band may offer CDs, stickers, shirts and other items for sale at the performance. The Band shall retain all proceeds. To facilitate merchandising, the Venue will provide use of an accessible and visible area of Venue.

### Section 4. Entire Agreement

This agreement sets forth the entire agreement and understanding of the parties and supersedes all prior arrangements and understandings between the parties (herein known as the 'Venue' and the 'Band'). The agreement can only be modified in writing signed by both parties as of the date written above.

**Purchaser (Venue):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Band Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_