

1. **Load in:** PG to have access into rehearsal hall one hour prior to sound check for set-up.
2. **Permits:** Buyer warrants and represents that it has obtained all approvals, permits, licenses and/or variances necessary for the performance
3. **Confidentiality:** Buyer shall keep the concert fee confidential and not discuss the purchase price with any other symphony or person not directly associated with the buying orchestra.
4. **Promotion:** Buyer shall be responsible for promotion of the performance. PG shall provide Buyer with a press kit and camera-ready copies of PG promotional materials. PG will also promote the performance within the scope of their ability.
5. **Scores and Parts:** All scores and parts for performance will be shipped by the PG to the Symphony three (3) weeks prior to the performance date (Date of performance). Scores and parts are to be shipped back by the Buyer to PG's Librarian or on to next venue, depending on PG schedule, within one week after the performance.
6. **Sound and Set-Up:** On day of rehearsal and performance, the Buyer shall provide PG, and their designated representatives:
  - a) Sufficient access to the place of performance for set-up and sound check.
  - b) House sound and light systems as is customary for the venue.
  - c) Backline band equipment as specified in the attached rider.
  - d) Audio microphones and all sound equipment for PG and Symphony will be in place and operative prior to the scheduled rehearsal time, so that rehearsal can be facilitated in minimum time.
7. **Security:** Buyer shall take reasonable precautions for the safety of PG and PG's equipment before, during, and after the performance while on the performance property.
8. **Termination:** Either Party may refuse or terminate the performance due to violation of any law or regulation by the other Party, or any situation that the Party reasonably believes may be hazardous to any person or property.
9. **Accommodations and Travel:**
  - a. Buyer shall provide the PG with:
    - i. Five (4) Non Smoking Hotel rooms with King Beds for 2 nights, with afternoon check-in the day before the rehearsal and check out on the day after the performance, for Jim Curry and Band.
    - ii. Ground Transportation to and from Airport, Venue and Hotel (Mr Curry or rep to approve any and all flights if applicable)
    - iii. Six (6) complimentary tickets to each performance
    - iv. Reasonable amounts of drinking water for the PG during the rehearsal, sound check and performance.
    - v. Air transportation for entire PG group (6) to and from Closest International Airport and flights, if applicable, must have approval by Mr Curry or representative.

- 10. Set List and Bio:** Buyer agrees to not print artists set list in the concert program. Alternative information shall be provided by the PG suitable for the program. Buyer also agrees to print only the Artist Bio provided by PG, and not any other bio found on the Web.
- 11. Insurance:** Buyer warrants and represents that it has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of PG at the Place of Performance.
- 12. Cancellation.** If Buyer cancels the Performance *prior* to 6 months before the Date of Performance, Buyer shall pay 20% of contracted amount for said performance to PG, as liquidated damages. In addition, if Buyer cancels the Performance *within* 6 months of the Date of Performance, Buyer shall pay 75% of contracted amount for said performance to PG by the Performance Date, as liquidated damages. The obligation of the Parties shall be excused by detention of key personnel by sickness, accident, riot, strike, epidemic, act of God, Force Majeure or any other legitimate condition beyond the control of the obliged Party. If such circumstances arise in the case of PG, PG shall, at its discretion, obtain replacement personnel.  
If such circumstances arise in the case of Buyer, Buyer shall, at its discretion, obtain a reasonably similar replacement venue available on the Date of Performance, or shall comply with the notice of cancellation provisions described herein. Neither Party shall be liable for indirect, special or consequential damages arising from any breach of this Agreement.
- 13. Merchandise.** PG shall, at its option, sell CDs and other promotional material on the premises during the Performances.
- 14. General.** In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and effect. The failure by either Party to act with respect to a breach by the other shall not constitute a waiver of the right to act with respect to subsequent or similar breaches. This Agreement constitutes the entire Agreement between the Parties.

I have read and agree to all terms as written in this Agreement.

**Buyer:**

By \_\_\_\_\_ Date \_\_\_\_\_

**Performance Group: James B. Curry**

By \_\_\_\_\_ Date \_\_\_\_\_