

Magnolia Music Musician Engagement Contract

Parties to this Contract: 1) Magnolia Music
2) Customer _____

Principal and Agent for Magnolia Music: Gari Vernier
7118 Zion Ln, Columbia, TN 38401
gari@verniermusic.com
830-456-1668

Customer: Name: _____
Address: _____
Phone: _____ email: _____

Effective Date of this Contract will be upon receipt of signed contract and deposit. _____

Services to be Provided (Includes date(s) and time(s), location(s), type of ensemble, number of musicians. Also includes time frame and/or number of selections and placement in the event.)

Fee Amount and Terms of Payment:

The total amount of \$ _____, payable to *Gari Vernier*, as follows:

- 1) Non-refundable deposit of \$ _____ upon signing and submission of this agreement, in order to secure the booking, and
- 2) The balance of \$ _____, no later than _____.

Terms of Engagement:

The parties to this contract are, by signing their names to this document, agreeing to be bound by the terms set forth. Customer is making this contract with Magnolia Music, and not with any individual musician or specific group of musicians. Magnolia Music may substitute individual musicians based on availability of its primary players. Customer agrees to pay Magnolia Music agent the amounts set forth, on or before the dates indicated. Magnolia Music will have no obligation to continue the engagement or to perform this contract if the terms of the payment are not honored by the customer.

Customer agrees to provide a suitable place for the performance of the music.
For all performances, this will include access to Restroom facilities and a playing space.

For Indoor performances:

- 1) Temperature. Unless otherwise specifically agreed, musicians shall play in an indoor facility with ambient temperatures between 65 and 74 F.
- 2) Lighting. Customer must advise Agent in advance if lighting will not be sufficient for reading, so that musicians will be prepared with stand lights.

For Outdoor performances:

1) Shelter: If prior arrangements are made for outdoor performance, Customer shall provide shelter from direct sunlight for musicians and instruments. _____

2) Weather. The parties agree that the performance shall be canceled at the sole discretion of the musicians or Agent if any of the following occurs: **weather conditions such as extreme heat or cold, rain, high humidity or substantial threat of rain, or direct hot sun**, all of which put the instruments at risk.

It is strongly recommended to have a backup indoor location in place, should it become apparent that weather will not be conducive to holding your wedding or event outdoors.

Cancellation: Musicians or Agent of Magnolia Music may cancel this contract and retain all monies paid prior to cancellation if any of the following occurs:

Customer breaches the contract in any way; playing conditions put the instruments or the musicians at risk; the conduct of the Customer or the guests creates an unwholesome atmosphere for the musicians.

Breaks and Playing Time: The musicians shall be entitled to a 10-15 minute break after playing for 50 minutes. 50 minutes followed by a 10-15 minute break shall be considered one hour of play for purposes of this Contract.

Music Selection: Customer shall choose the music and/or the genre of music for the event from the repertoire offered by Magnolia Music. Special selections shall be subject to the approval of Magnolia Music. Upon request, a particular piece or song, if no published arrangement is available, can be arranged and performed for an additional fee agreed upon between the two parties. In the event that musical selections are not specified, Magnolia Music shall make selections suitable to the occasion.

Special Terms

No Oral Representations.

Modifications must be in writing. Every event performed by Magnolia Music is a special event. Normal to the process of arranging a special event is the exchange of ideas for the event, both prior to and after the contract is written. Some of the ideas are adopted, and some are discarded. It is often difficult to remember which ideas have been adopted and which have not. So that no misunderstanding arises, the written contract shall govern the rights and obligations of the parties. No oral representations made before the signing of this document shall be binding on the parties, and no modification of this agreement shall be binding unless the same shall be in writing and signed by the parties or their representative.

This contract is the final embodiment of the agreement of the parties.

Contract Binding. This contract shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors.

Effective as of the date signed and submitted with the deposit as stated above.

Magnolia Music

by: _____
Gari Vernier, Principal and Agent

Customer:

by: _____