

Moeller Music

35W770 Park Lane Saint Charles, IL 60175 Phone: 224-535-8932

Email: paulmoellermusic@gmail.com

THIS CONTRACT is to describe the personal services of musicians on the engagement described below between the undersigned Purchaser of music and Paul and/or Kerena Moeller.

Please check the group that you would like for your event: **Cello and Guitar Duo** _____ **Solo Cello** _____ **Solo Guitar** _____

Type of Engagement: **Wedding Ceremony:** _____ **Wedding Ceremony and Cocktail Hour:** _____ **Dinner Hour:** _____

Date(s) of Engagement: _____

Start & Finish Time (Including prelude music as guests are arriving and being seated): _____

Location of Engagement: _____

Address of Facility: _____ City/St/Zip: _____

All pricing information can be found on our web site:

For the entertainment services rendered as stipulated above, the PURCHASER agrees to pay Paul or Kerena Moeller by money order, personal check, or cash, the SUM OF: \$ _____ as follows;

50% DEPOSIT: \$ _____ (NON-TRANSFERABLE & NON-REFUNDABLE)

BALANCE: \$ _____ (BALANCE DUE 2 WEEKS PRIOR TO THE DATE OF THE ENGAGEMENT)

OVERTIME: Duo - \$62.50 per every 15 minutes beyond the contracted time. Solo Musicians - \$37.50 per every 15 minutes beyond the contracted time. Overtime is subject to musician's availability.

MISC. INFORMATION

Musicians will each require 1 armless chair to be provided by the facility/church where the event is being held. If the wedding is outdoors and in direct sunlight, musicians will need a shaded area or tent covering under which to perform. In the event that there is precipitation during the performance, the music will stop if the duo is not properly protected from the rain. The coldest temperature that the group will play in is 55 degrees. Any musical requests must be made no later than 30 days prior to performance date. Vendor meals will be provided for engagements lasting over 2 hours in duration. Parking must be provided by PURCHASER. Any parking fees incurred by musicians will be paid within 30 days.

SPECIAL PROVISIONS:

1. The agreement of the Musician(s) to perform is subject to proven detention by illness, accidents to personnel, equipment or transportation of the Musician(s), riots or other civil disobedience, strikes, acts of God, or other conditions beyond their control. In any such event, the deposit will immediately be refunded to the PURCHASER if suitable replacement musician(s) cannot be provided.
2. Except as provided in paragraph 1 (above), in no event shall PURCHASER be entitled to a refund of the deposit. The above deposit shall constitute liquidation damages in the event this agreement is breached or cancelled by PURCHASER more than 90 calendar days prior to the engagement date. Should PURCHASER breach or cancel this agreement within a period of 90 calendar days prior to the engagement date, PURCHASER agrees to pay the Musician(s) the full balance due.
3. PURCHASER and Musician(s) further agree that this contract is not subject to cancellation (whether or not the engagement is held) unless both parties hereto have agreed to such cancellation in writing.
4. For the true and faithful performance of every covenant and agreement herein mentioned, the PURCHASER and Musician(s) bind themselves unto the other in the sum of the amount set forth above as liquidated damages by the failing party.
5. In the event of default by PURCHASER in the payment of any sums due by PURCHASER under this contract, PURCHASER shall pay Musician(s) all legal fees and other costs incurred by Musician(s) in the collection of same together with interest on such sums from the engagement date to date of payment in full at the rate of 1.5 percent per month.

Purchaser: _____ Phone: _____

Address: _____ City/St/Zip: _____

Email Address _____

Signature of Purchaser: X _____

Signature of Paul or Kerena Moeller: X _____

The above signatures confirm that the parties have read and approve each and all of the "terms and conditions" set forth on this contract.