

DELTA CRAWFISH FESTIVAL

MUSIC CONTRACT 2024

This contract is legally binding between the parties of

JONESBORO BUSINESS ASSOCIATION and _____

SERVICE DESCRIPTION [SECTION A]

On the date of **APRIL 13th, 2024**, _____ will provide musical services on

GAMBLE HOME FURNISHING STAGE between the times of _____ and _____.

Address is *5036 US 49 N, Jonesboro, AR 72401*

PERFORMANCE OF SERVICE [SECTION B]

- Artist(s) should arrive 30 minutes before performance time.
- Band will have an area for parking and unloading, with access via parking pass. ○ Please use this time to unload any items needed to the side of the stage ● Setup/band exchange will be 15 minutes before performance time. ● Please be aware that with rapid pace, there may not be time for a soundcheck. ○ May be 1 to 2 minutes before the performance, 3 minutes maximum. ● Artist(s) shall perform songs within the current mood of the event. ● The event is a kid-friendly event. Please keep your material to a PG or PG-13 rating. ● Music shall be performed without any significant breaks.
- Artist(s) shall perform within the specified time slot as mentioned in *Section A*.
- After performing, Artist(s) shall quickly remove equipment as the next act will start to set up simultaneously.

PAYMENT [SECTION C]

According to the performance time and quality of product by artist(s) mentioned in *Section A*, the **JONESBORO BUSINESS ASSOCIATION** has agreed to compensate

the artist(s) attached to this document in the amount of _____. If a

deposit is required, the amount of _____ will be sent to the artist(s) to

ensure booking. The check will be made out to _____

The remainder of funds will be paid to artist(s) after the event stated above in *Section A*. The date to receive the amount will be discussed.

It is also understood that the artist(s) is an independent contractor and not an employee of **JONESBORO BUSINESS ASSOCIATION**

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PERFORMANCE

- Drummers will be required to bring their own drumsticks, cymbals, cymbals stands, snare(s), and kick pedal.
- Guitarists will be required to bring their own guitar and pedals / pedal boards. ● Singers will have to know if they would like to use their own microphone, but it does not ensure that sound quality will be the same. On stage microphones will be provided.
- Keyboardist(s) may bring their own keyboard if needed. Keyboard will be provided. ● There will be a lot for performers to park and unload. You will receive a parking pass to present as you arrive on the property. This **parking pass is NOT to be shared between parties that are not performing** for the event. (*Disobedience may result in vehicle being towed at owner's expense*)

***Artist requesting backline information may contact the supplier directly
Backbeat Music Greg Arnold 870-932-7529***

RADIUS CLAUSE

- Artist(s) must make sure that they are not performing near the Jonesboro area within 2 weeks of the Festival performance to ensure audience numbers.
 - If a performer has a show before the actual show date, it may affect our attendance if the attendee is solely there to see the performer yet has already had the opportunity to see them previously.

MEDIA

- Electronic Press Kit (EPK) — We will need this for our promotional materials, so please send a Dropbox link via email so that we may represent your band/artistry properly.
- It is not the sole responsibility of the Jonesboro Business Association to promote. It will also be up to the artist(s) to promote as well.
- Artist(s) must be willing and open for promotional interviews, whether initiated by artist or by the Jonesboro Business Association.

MERCHANDISE

- If you plan on selling band merchandise at the event, **you will be required to register as a vendor.**
- The cost of the vendor fee will may waived to anyone that has been hired by the *JONESBORO BUSINESS ASSOCIATION*, if a lower payment price is negotiated, or if the artist(s) is deemed a headlining act.

COPYRIGHT

- Please be aware that any covers of songs may be viewed by BMI or other entities as copyright infringement.
- These violations will be at the artist(s) discretion and should be taken seriously when creating a setlist for the event.

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RESCHEDULING DATE

- Our rain date for the event will be **Sunday, April 14, 2024** at Gamble Home Furnishing Lot, at the previously stated address in *Section A*.

CANCELLATION

- Cancellation of artist(s) must be given before **February 29, 2024** to ensure that **JBA** is able to adjust marketing materials.
- Deposits given to artist(s) **MUST BE PAID BACK** to **JONESBORO BUSINESS ASSOCIATION** before **March 15, 2024** or legal action will be taken as per binding of this signed document. • If the event itself is canceled, all received monetary compensation (deposits) must be paid back to **JONESBORO BUSINESS ASSOCIATION** within a month of the cancellation date per this signed agreement.

AWARENESS

- Please note that this is an outside event.
- Please note that this is a kid-friendly event. PG to PG-13 humor please (if applicable).
- There will be no personal bathrooms or dressing rooms available.
- There is a possibility for a green room (rest area) for upcoming bands but this is not a guarantee.
- No free, comp'd, or discounted meals will be given to performing guests.
- Stage space is limited. We will try to accommodate stage plots and preferences.

PERFORMANCE RIDER

Please mark 'X' on all that apply and provide quantities for multiple items:

Lead Amplification (microphone) Amount: _____

Background / BGVs (microphone) Amount: _____

Keyboard (Self-owned) Amount: _____

Keyboard (Backline provided) Amount: _____

Guitar (input will be needed) Amount: _____

Bass (input will be needed)

External instrumental microphone Amount: _____

(This is for saxophone, harmonica, woodwind, etc.)

Clamp already owned

Clamp needed Amount _____

External electronic plug Amount: _____

(This is if you're using a laptop, vocoder, external device, etc.)

Outlet needed

USB Input needed

Aux Input needed

OTHER: _____

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ENTIRE CONTRACT

This contract contains the entire contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY

If any provision of this contract should be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT

This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW

This Contract shall be governed by the laws of the State of Commonwealth of Arkansas.

NOTICE

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

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WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ASSIGNMENT

Neither party may assign or transfer this Contract without the prior written consent of the non-assigned party, which approval shall not be unreasonably withheld.

SIGNATORIES

This agreement shall be signed by **JONESBORO BUSINESS ASSOCIATION** and artist mentioned above in *Section A*. This document is effective once signed by both parties.

Artist(s) Name _____ Talent Representative _____
(if applicable)

Date _____

PURCHASER _____ Date _____

