

RUDY LACY
1105 Reynolds Avenue
Perkins, Oklahoma 74059
(405) 747-7657

CONTRACT TERMS AND CONDITIONS

TODAY'S DATE: _____

ARTIST: RUDY LACY

PURCHASER: _____

PURCHASER ADDRESS:

PURCHASER PHONE: _____

VENUE: _____

DATE(S) OF PERFORMANCE: _____

CONTRACT PRICE: _____

PAYMENT TERMS: _____

PERFORMANCE INSTRUCTIONS:

SPECIAL INSTRUCTIONS:

SOUND: _____

LIGHTING: _____

AVERAGE CAPACITY: _____

1. Broadcast/performance Recording: PURCHASER agrees that no portion of the performance may be broadcast, recorded, filmed or taped for any reason without prior written consent of the ARTIST or ARTIST'S AGENT.
2. Billing/creative control: ARTIST is to receive equal billing in all publicity and paid advertising. During ARTIST'S performance, they shall have sole control of all sound and light equipment including personnel and sound level.
3. In the event that ARTIST'S compensation is based in whole or part on a percentage of gross box office receipts (GBOR), a representative of the ARTIST is to have access to the box office manifest, box office records, settlement sheet and/or be present in the box office during the collection for that particular show.
4. Force Majeure: ARTIST'S obligation to furnish that entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, fire, riot, strike or any event whatsoever whether similar or dissimilar to the foregoing event which would prevent or interfere with either presentation of the show.
5. Tickets: Ten (10) of your top priced tickets should be available for ARTIST'S use at no extra charge. Seats should be within the first ten rows. If tickets are not sold in advance of the show, however, a cover charge is paid by customers at the door, ARTIST will provide PURCHASER in advance a list of up to but not exceeding ten (10) names of individuals to pass through the door at no charge.
6. Publicity: All requests for interviews, promotional appearances and support should be directed to Rudy J Lacy at (405) 747-7657.
7. Inclement Weather: Notwithstanding anything contained herein, inclement weather shall not be deemed to be a Force Majeure occurrence. Thus the PURCHASER shall remain liable for payment of the full contract price even if the performance(s) specified is prevented by such weather conditions. ARTIST shall have the sole right to determine in good faith whether any such conditions shall render the performance(s) impossible, hazardous or unsafe.
8. Receipt of Artist Rider/Provisions: PURCHASER understands that the items requested herein are necessary for the ARTIST to provide their best show for the PURCHASER. If the PURCHASER has any questions, or for some reason cannot provide any of the items requested, the PURCHASER should contact ARTIST within seven (7) days of receipt of rider.
9. Staging: PURCHASER shall provide a raised performance area (Stage or Platform) which should be at least sixteen (16) feet deep by at least (24) feet wide and three (3) feet high. One riser should also be provided twelve (12) inches to twenty-four (24) inches high, eight (8) feet by ten (10) feet wide. If dimensions are not possible, contact ARTIST or ARTIST AGENT at least seven (7) days prior to performance.
10. Security: PURCHASER shall provide security at all time to insure the safety of ARTIST'S instruments, equipment and personal properties before, during and after the performance.
11. Lighting: PURCHASER shall provide stage lighting.
12. Backstage Access: Only those personnel required to work the show or other individuals specifically named by ARTIST shall be admitted. Please see that backstage traffic and access is held to a minimum. Additionally, if possible, ARTIST requests that during soundcheck, the performance area be closed to the public, with only necessary staff and crew present.

- 13. **Catering:** ARTIST would appreciate soft drinks and /or drinking water to be made available during setup, soundcheck and following the performance(s). If PURCHASER would like to provide food, snacks or meals it would be greatly appreciated but not mandatory.
- 14. **Parking:** Sufficient space for TWO (2) PICKUP TRUCKS AND A TRAILER as near to the stage as possible must be provided.
- 15. **Lodging:** PURCHASER is to provide lodging for the night of the performance(s). Accommodations for FIVE (5) adults (4 males and 1 female) would be required, if applicable.

APPLICABLE: _____

NOT APPLICABLE: _____

AGREED AND ACCEPTED BY:

PURCHASER

ARTIST

DATE

DATE

GENERAL CONDITIONS

1. In the event PURCHASER refuses or neglects to provide any of the items stated or fails or refuses to make any of the payments as stated, or to proceed with the engagement, ARTIST shall have no obligation to perform this engagement, and shall retain any amounts paid to ARTIST or in his behalf by PURCHASER, and PURCHASER shall remain liable to ARTIST for the total contract price.
2. In the event of sickness or accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible, by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions or emergencies, or any cause beyond the control of the ARTIST, it is understood and agreed that there shall be no claim for damages to either party to this contract, and ARTIST'S obligation as to such performance shall be deemed waived. Any deposits made by PURCHASER shall be refunded.
3. If this performance is cancelled by PURCHASER for any cause other than Act of God, all deposits are forfeited by PURCHASER and ARTIS maintains the right to claim payment in full. Inclement weather shall not be deemed cause for cancellation unless agreed upon by ARTIST.
4. It is agreed that ARTIST signs this contract as an independent contractor and not as an employee, and he shall have exclusive control over the means and methods employed in fulfilling his obligations as stated, in all respects and all details. This contract shall not in any way be construed so as to create a partnership or any other kind of joint undertaking or venture between the ARTIS, PURCHASER, or AGENT.
5. A representative of ARTIST shall have free access to the place of engagement covered by this contract for purposes of communicating with the ARTIST and the PRUCHASER.
6. PURCHASER warrants and represents that they are at the present time, or will be, the owner or operator of, or has or will have valid lease upon the place of performance covering the date of this agreement. Proof of which will be given to ARTIST or AGENT upon request.
7. This contract cannot be assigned or transferred without the written consent of ARTIST or Agency. The validity, construction and effect of this contract shall be governed by the laws of the State of Oklahoma. This contract is not binding until executed by ARTIS or his assignee, and PURCHASER.

AGREED AND ACCEPTED BY:

PURCHASER

ARTIST

DATE

DATE

Agreement # _____

Approved by _____

