

ENTERTAINMENT AGREEMENT

THIS ENTERTAINMENT AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the Carroll Band Booster Club (the "CBBC") through its division, the Jazz Parents Club (the "Jazz Club"), and _____ ("Patron").

RECITALS

WHEREAS, the Jazz Club, a division of the CBBC, has established a fundraising program entitled "Gigs for Donations" whereby students in the Carroll Jazz Program (the "Jazz Program") volunteer their time to play in combos by request in the Dallas- Ft. Worth area; and further

WHEREAS, through the performance by the student volunteers, the participating musicians develop an extensive playlist of jazz standards, hone their improvisational skills in a positive setting and cultivate their interactive skills through contact with the community in a professional manner; and further

WHEREAS, through the performance by the volunteers, the Jazz Program, the Jazz Club, and the CBBC familiarize the community with and build support for the Jazz Program, the Carroll Independent School District Band Program, the Jazz Club and the CBBC; and further

WHEREAS, by supplying a venue for the Jazz Club's participating musicians to perform, Patron not only provides the above items of value to the Jazz Club, the CBBC and the musicians they support, but gives attendees and the Patron itself the opportunity to donate to CBBC, if so desired, in order to further fund enrichment programs, clinics, competitions, equipment and other support for the Jazz Program; and further

WHEREAS, Patron desires to have a combo (the "Combo") from the Gigs for Donations program perform at their upcoming event, and therefore, the Jazz Club, on behalf of the CBBC, and the Patron hereby agree to the terms and conditions set forth herein.

I. JAZZ CLUB TERMS AND CONDITIONS

- A. Event Date and Time:** The Jazz Club agrees to provide the below described Combo to perform (the "Performance") on the date and time indicated below (including the indicated number of ten minute break(s)). Unless otherwise agreed between the parties, the Combo will arrive 30 minutes prior to the stated start time to set up for the Performance.

Performance Date: _____

Performance Start/End Times: _____

Number of Break(s): _____

- B. Event Place and Address:** The Jazz Club agrees to provide the below described Combo for the Performance at the following named site and address.

Site and Address: _____.

- C. Combo Size:** The Jazz Club will provide a Combo to play at the Performance, made up of the following number of musicians and instrumentation:

Combo: _____

D. Attire: The Combo will wear the following attire for the Performance:

Attire: _____

E. Power, Equipment, Piano: The Jazz Club agrees that Combo members will bring their own instruments, amps, and music stands. The Jazz Club agrees that Combo members will supply their own extension cords and power strips for their amps. Unless otherwise agreed herein, if a pianist is a member of the Combo, the Jazz Club agrees that the pianist will provide his/her own electronic keyboard.

F. Transportation for Student Volunteers: The Jazz Club agrees that the student volunteer musicians that make up the Combo and any other students that accompany the musicians to help facilitate the Combo's performance (the "Student Volunteers") will provide their own transportation to and from the Performance.

G. Gig Coordinator/Parent Volunteer Available Day of Performance and During Performance: The Jazz Club agrees that a Gigs for Donations Coordinator will be available via cell phone the day of the Performance to answer any last-minute questions. The Jazz Club agrees that a Gigs for Donations Coordinator, the Director of the Jazz Program or a Jazz Club Parent Volunteer will accompany the Combo to the event as a Chaperone. The Jazz Club agrees that such Chaperone will accompany the Combo for the entire Performance, as well as the set up and take down times before and after the Performance. The contact information for these volunteers is as follows:

Gigs for Donations Coordinator Name and Cell Phone: _____

Chaperone for Performance Name and Cell Phone: _____

II. PATRON TERMS AND CONDITIONS

A. Performance Venue and Space: Patron agrees that it will provide the following space size and area description (*e.g.*, stage, platform, gazebo, cordoned-off area) for the Combo to perform:

Size of Performance Area: _____

Performance Area Description: _____

B. Power, Equipment, Piano: Patron agrees to provide power outlets sufficient to provide power to the Combo's amps and electric instruments. If Patron would like the Combo to make any announcements, Patron agrees to provide a microphone and sufficient power for such microphone. Patron agrees to provide all seating necessary for the Combo. If Patron desires a Combo pianist to play a piano (electric or otherwise) provided by Patron, Patron agrees to supply all necessary tuning and set-up materials for such instrument.

- C. Outdoor Performances:** If Patron's provided Performance venue is outdoors, the same agreements for space and power apply. Further, Patron agrees to supply a tent or covered area as needed to protect the Combo musicians and their instruments from sunlight and weather. Further, Patron agrees that for nighttime outdoor performances, Patron will provide electricity available for the musicians' stand lights (which they will provide). If the Performance space for the Combo is on grassy or uneven ground, Patron agrees to provide a hard flooring surface upon which the Combo may set up.
- D. Unloading and Parking:** Patron agrees to provide temporary parking for the Combo musicians to unload their equipment. Patron agrees to provide extended parking for the Combo musicians and chaperone(s) to park their vehicles during the Performance. Patron agrees to provide adequate doorways, ramps and elevators for the Combo musicians to access the Performance venue with their instruments.
- E. Patron Representative Available the Day of and During the Performance:** Patron agrees that a Patron Contact will be available via mobile phone the day of the Performance as Primary Contact to answer any last-minute questions, provide directions, etc. Patron further agrees that an On-site Patron Representative will be available during the Performance for contact by the Combo musicians, the Gigs for Donations Coordinator or the Jazz Club Parent Volunteer who accompanies the Combo to the event as a chaperone. The contact information for these representatives is as follows:

Day of Performance Primary Contact

Name and Mobile Phone: _____

On-site Patron Representative at Performance

Name and Mobile Phone: _____

- F. Fundraising Activity Only:** The Jazz Club and the CBBC advise Patron that the Performance is a fundraising activity and that donations are appreciated but are not required. Some examples of typical, recommended donations are as follows: (a) minimum donation of \$150 per hour for a Trio (add \$50 for each additional instrument); or (b) minimum donation of \$600 for a full 18-piece Jazz Orchestra. If Patron makes a donation by check, checks are to be made to *Carroll Band Booster Club* and "Donation to Jazz Program" written on the information line. Proceeds from this school-sanctioned fundraiser will benefit students and teachers by funding enrichment programs, clinics, competitions and equipment.¹
- G. Donations to Designated Coordinator, Director or Chaperone Only:** Patron agrees that any donation(s) of any kind, whether in the form of cash, check, tips, or other remuneration, will be given only to the Gigs for Donations Coordinator listed herein, the Director of the Jazz Program, or the Chaperone accompanying the Combo, to be forwarded to CBBC. Patron agrees that *no payment of any kind or in any form will be made to any of the Student Volunteers.*
- H. Alcohol:** Patron agrees that, **under no circumstances** will Patron, its employees, volunteers, agents, representatives, guests or other designees allow alcohol to be served, offered or made available to the Student Volunteers during the Performance (or at any time the Student Volunteers are on the premises of the Performance venue).
- I. Transportation for Student Volunteer Musicians:** The Student Volunteers will provide their own transportation to and from the Performance. Patron agrees that all Student Volunteers are to leave the premises of the Performance as soon as the Performance has ended and the equipment and instruments

¹ The Carroll Band Boosters Club is organized under IRS foundation code 170(b)(1)(a)(vi), and is classified by the IRS as a charitable organization.

are removed and loaded in the appropriate vehicles. Patron agrees that, **under no circumstances** will Patron, its employees, volunteers, agents, representatives, guests or other designees provide transportation to or from the Performance for any Student Volunteer.

J. Indemnification: Patron agrees to indemnify, defend and hold harmless CBBC, the Jazz Club, the Student Volunteers, Designated Coordinator, Director, Chaperone(s), as well as any affiliates, successors, assigns, agents, representatives, officers, trustees, servants, and volunteers, in their individual and official capacities (the "Indemnified Parties"), from any and all losses, claims, demands, expenses, and/or causes of action arising out of the negligence or intentional acts or omissions of Patron and/or its employees, servants, agents, contractors, representatives, officers, trustees, servants, and volunteers, in their individual and official capacities. Patron shall defend any suit or action brought against the Indemnified Parties, based on any such alleged injury or damage and shall pay all damages, claims costs and expenses (including reasonable attorney fees and court costs) resulting therefrom.

IN WITNESS WHEREOF, the undersigned parties, have affixed their signatures below.

CARROLL BAND BOOSTER CLUB

(By and through Jazz Parents Club,
a division of Carroll Band Booster Club)

By: _____
Julie S. Blackwell, Procedural Coordinator
Jazz Parents Club

Date

PATRON

Name of Organization

By: _____
Signature of Patron Representative

Date

Printed Name

Title/Position