



Tom Sheehan / Solo Acoustic Tour

THIS AGREEMENT is made this ___ day of ___, 20__ by and between TOM SHEEHAN (hereinafter termed "artist") and ___ (hereinafter called "purchaser"). This agreement for artist's personal services on this engagement described below shall consist of all provisions in the agreement, and any attachments. This agreement shall be executed by purchaser and returned to 19 North Records, 19 North Fifth Street, Reading, PA 19601 by ___. If artist has not received the agreement by the due date, the artist shall at anytime thereafter have the option to terminate the agreement.

Purchaser's Contact Information:

Organization: _____ Contact Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Phone (Day): _____ Phone (Evening): _____ Fax: _____
E-mail: _____ Personal Phone (home, beeper, cell, etc.): _____

Place of Engagement

Venue Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Phone (Day): _____ Phone (Backstage): _____ Fax: _____
Capacity: _____ Additional Acts on the Bill: _____

Performance Date, Time(s), Length, Load-In and Sound Check:

Performance Date(s): _____ Show Time(s): _____ Number of Sets: _____
Type of Performance: Solo Acoustic Performance Open Mic with Tom Sheehan Opening Act
Load In Time (approx.): _____ Sound Check Time (approx.): _____ Sound Check Times of Additional Acts, if any: _____

Compensation

Fee: _____ Deposit Due with Signed Agreement: _____

Payment in full (net of any deposit) shall be made directly to artist by purchaser by cash or school or company check upon artist's arrival at the venue. Please make all checks payable to "Tom Sheehan".

Taxes

It is understood that artist is an independent contractor and not an employee. All fees paid to artist are to be exclusive of any taxes.

Cancellation

- The performance will be held indoors and is not subject to cancellation due to inclement weather.
 The performance will be held outdoors. In the event of cancellation due to inclement weather, purchaser agrees to pay artist one-half (1/2) of the agreed upon compensation in addition to the costs of any hotel and/or air transportation provided for herein. Artist will attempt to reschedule the date with the purchaser for a mutually convenient time.

Purchaser agrees that artist shall have the right to cancel this engagement without liability upon written notice to the purchaser no later than thirty (30) days prior to the date of performance in the event that artist is called upon to render his services for a radio or television appearance, motion picture or any career advancing opportunity. In the event of such cancellation, artist will attempt to reschedule the date with the purchaser for a mutually convenient time.

Should purchaser have cause to cancel this agreement, notice must be given to artist in writing no later than thirty (30) days prior to this engagement. Any notice given less than thirty (30) days will require full payment by purchaser to artist as described herein unless artist agrees to waive any part of that payment or purchaser and artist agree to reschedule the engagement for another date and time. Specific cancellation penalties associated with airline tickets and hotel accommodations related to the engagement are the sole responsibility of the purchaser.

Force Majeure

This agreement by both parties to perform their obligations herein is subject to proven detention by serious illness, accidents, accidents to means of transportation, labor disputes or walkouts, acts of God, or any act of public authority, material breach of agreement by purchaser or any other condition beyond either party's control, except inclement weather at the place of engagement. Neither party shall be liable to fulfill the remainder of the agreement nor to perform or present any "make-up" date unless expressly agreed to by both parties for a mutually convenient future date and time.

Insurance

Purchaser agrees to maintain at purchaser's sole cost and expense any and all necessary personal injury and property damage liability insurance (including liquor liability insurance, if alcoholic beverages are served on the premises) with respect to the activities of artist on the premises of purchaser or at another location where purchaser directs the artist to perform. A suitable and valid certificate of insurance must be available for inspection if required. Purchaser shall indemnify and hold artist and artist's employees and representatives harmless from and against any and all claims, demands, actions, damages, liability, costs and expenses arising out of or in conjunction with any personal injury, death and loss of or damage to property which occurs in connection with any performance by artist unless caused by the sole negligent conduct of artist.

Additional Terms and Conditions

Sound & Lights

- Artist will provide sound and lighting systems. Purchaser agrees to provide two (2) stagehands to assist with the load-in and load-out of artist's equipment. Stagehands are to be available at Load-In Time specified herein and approximately 1 hour after the end of the show.
- Purchaser will provide sound and lighting systems. Artist requirements are: **Sound Reinforcement**—Mixing Console (Eight Channels: Mackie, Yamaha, or equal); Microphones (Two Shure SM57 with boom stands); Signal Processing (Minimum of two channels of compression; one separate multi-effects/reverberation unit); Amplification/Speakers (Sufficient to cover the venue: minimum two, two-way speaker cabinets with 15" woofers for Front of House sound reinforcement; minimum one, two-way floor/slant monitor; sufficient amplification to power Front of House and Monitor independently). **Lighting**—A stage lighting system, separate from the house lighting system with the standard assortment of lamps, dimmers, control and colored gels, including an operator, in accordance with professional standards for concert lighting

Backline Support

Artist is self-contained and requires no backline support.

Venue Support

Purchaser shall provide a clean dressing room that includes light, heat/air conditioner and mirror for artist's exclusive use while on-site. Artist shall have access to the dressing room upon arrival and while on the premises of engagement.

For all outdoor performances, purchaser must provide a covering over the stage area to protect artist and all equipment.

Hotel Requirements

Purchaser will provide one (1) single-occupancy hotel room with two (2) double beds on the night of the engagement. (Hampton Inn or equal). Hotel room will be prepaid by the purchaser, and purchaser will provide artist with confirmation numbers, street address and hotel contact information (telephone number, etc.) with the return of this agreement. When artist travels in his own vehicle (14 foot cube van), any fees for hotel or overnight parking must be similarly pre-paid by purchaser.

Meal Requirements

Artist does not have any meal requirements.

Air Travel Requirements

- Purchaser will provide one (1) round-trip, economy-class airline ticket on a major U.S. carrier (American, United, U.S. Air, Delta, or equal) from Reading, Pennsylvania (preferred) or Allentown, Pennsylvania (second) to the nearest airport to the venue; ticketed to Tom Sheehan. Tickets must be received by artist no less than 14 days before the flight date.
- Air transportation is not necessary.

Ground Transportation Requirements

Artist normally travels in his own vehicle. If purchaser is to provide air transportation, purchaser will provide passenger car ground transportation from Airport to Hotel, from Hotel to Venue, from Venue to Hotel and from Hotel to Airport

Promotion and Publicity

Artist's record label will provide to the purchaser a standard kit of event promotion materials, including ten (10) 11x17 two-color posters; one (1) photocopy-able master for an 8.5 x 11 black & white flyer; one (1) photocopy-able master for a 5.5 x 8.5 black & white flyer (two up on 8.5 x 11 sheet) and one CD copy of "Film at Eleven" for venue play.

Purchaser agrees to publicize the engagement to its fullest capability, including display advertising, event/concert listings in available media formats, poster posting, mailings and distribution of flyers, emailing, website posting as well as any possible pre-promotions with the radio, television and newspaper media.

Wherever possible, artist will cooperate with any requests for interviews (telephone or on-site) by newspaper, radio and television media. Artist's ability to appear is subject to travel and commitment schedules, so all press interviews must be cleared in advance with Marsha Muth at 610.478.8448.

Governance

This agreement may not be assigned, modified or altered, except by an instrument in writing signed by both parties. This agreement, along with any attached riders, constitutes the sole and binding agreement between the parties hereto. This agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania, and the laws of Pennsylvania shall govern its interpretation and effect.

Due Authorization

By his/her signature below, signatory warrants that he/she is of legal age and is a duly authorized representative, with contracting authority, of purchaser.

For Purchaser (name and title)

For Artist (name and title)

Authorized Signature

Date

Authorized Signature

Date

NOTE: Please sign and return BOTH copies of this agreement. One copy will be returned fully executed for your files.



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