



Live Performance Agreement



This agreement is made on the 2nd day of December, 2010 between the *Tom Tayback Band* (hereafter referred to as The Band) and the Employer/Promoter identified below. The Employer/Promoter hereby hires The Band for performance services as detailed below:

Tom Tayback Band Booking Agent:
Employer/Promoter Representative:
Business Name:
Performance Venue:

Tom Tayback
Matthew Krumweide
Wyndham Garden Hotel
Canyon Ballroom
4499 E. State Rt. 69 Prescott, AZ 86301

Performance Date(s): a.) Sat. March 20, 2010 b.) Fri. May 7th, 2010 c.) Fri. July 16, 2010
Show Time(s): 7pm-12am (including 30 min. Pre-Show sound track as doors open at 7p

BAND FEE: (Regular Rate \$2,400.00) Multi-Show Discount a.) \$2,000.00 b.) \$2,000.00 c.) \$2,000.00
DEPOSIT (by cr. crd or rtnd with agrmnt): a.) by 2/25 \$1,000.00 b.) by 4/7 \$1,000.00 c.) by 6/16 \$1,000.00
BALANCE DUE (paid prior to performance): a.) \$1,000.00 by 3/20 b.) \$1,000.00 by 5/7 c.) \$1,000.00 by 7/16
CHECKS PAYABLE TO: Tom Tayback Band
CREDIT CARD SIGNATURE (bank 3.5% service charge will be added): X _____

Name on Card: _____ Card #: _____
Exp. Date: _____ Sec. No: _____

Set Up & Sound Check Time: 4pm (stage must be ready)
Sound System Provided By: The Band
Electrical Power Requirements: 2 - 20 Amp Outlets
Stage Minimum Requirements: 24' Wide x 18' Deep (Raised) with 24' Wide x 15' Tall Dark Draped Backdrop

Additional Consideration:
Band Meals: 9 Band Bar Tab: 18 drinks (alcohol after performance-only) Band Comp. Seats: 0
Dressing Room: Minimum 1, near stage area (meals provided in room)

CONFIRMATION: Undersigned Employer/Promoter personally guarantees payment and has 10 working days from above Agreement Date to secure these terms with signature below and return of specified deposit. Email to Tom@TomTaybackBand.com. Fax to 928-282-2230. Mail to P.O. Box 4259 Sedona, AZ 86336. After 10 days terms can only be secured if not booked by another party.

CANCELLATION & RERATE: Event postponement may allow Employer/Promoter to protect their Deposit by rescheduling a new date within 1 year (based on Band availability). The new date must be re-contracted within 120 days of said cancellation. Failure to re-contract a new date shall result in Deposit forfeiture. If cancellation occurs after The Band has departed for the Performance Venue, Employer/Promoter shall additionally pay any travel and lodging expenses incurred. If this contract contains reduced rates, for multiple booking dates, and any such dates are cancelled, Employer/Promoter shall be responsible for the difference between the stated Regular Rate and Reduced Rates paid on any completed performance dates.

For: *Tom Tayback Band*

For: Employer/Promoter
X _____

Tom Tayback

Matthew Krumweide, VP Hotel Operations
Phone: 928-777-0770 ofc 213-234-4200 cell
Email: mkrumweide@wyndham.com
John Verretto 602-549-6611