



Four Flavors Music Services

3790 NW 183rd Ave
Portland, OR, 97229

503-313-9398 • www.petepetersen.com



OFFICIAL CONTRACT

This contract for the personal services of musicians on the engagement described below is made this _____ day of _____, 2007, between the undersigned purchaser of music (herein called "purchaser") and the undersigned musician or musicians.

1. Name of Purchaser: _____
2. Name of Musician(s), Band, or Group: Pete Petersen (D.B.A. Four Flavors Music)
The band will be billed as "Pete Petersen and the Porkpie Septet"

3. Place of Engagement: _____
Venue Name (if Applicable) _____
Location (Street Address/City/State/Zip) _____

4. Date(s) of Engagement; daily or weekly schedule and daily clock hours: _____
two 75-minute sets with at least one 30-minute break in between, or 3 50-minute sets with 2 15-minute breaks

5. Type of Engagement (specify whether dance, stage show, banquet, etc): _____

6. Travel/Lodging: For engagements located in excess of 50 miles beyond Musician's home address, Purchaser will either a) provide appropriate overnight hotel lodging and no fewer than 2 meal(s) per day, b) provide reasonable monetary compensation for above, or c) provide equivalent in-home lodging with a housing host.

7. Compensation Agreed Upon: Purchaser agrees to pay no less than \$_____, PLUS ANY ADDITIONAL AMOUNT NAMED IN SECTION MARKED "ADDITIONAL PROVISIONS", IF APPLICABLE in compensation for services of Musician in the above named engagement(s), not including travel provisions named in 6 above, if applicable.

8. Purchaser will make payments \$100 deposit due at signing of this contract; remaining balance due the night of engagement; payment may be either cash, money order, personal check or corporate check, made out to "Peter Petersen". _____
(Specify how and when payments are to be made)

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Print Purchaser's Full and Correct Name
(If Purchaser is a Corporation, Full and Correct Corporate Name)

Peter F. Petersen
Print Name of Signatory Musician

X _____
Signature of Purchaser (or Agent thereof)

X _____
Signature of Signatory Musician

Street Address

3790 NW 183rd Ave
Musician's Home Address

City State Zip

Portland OR 97229
City State Zip

Telephone

503-313-9398
Telephone

(Additional Provisions on second page)

9. No performance or rehearsal shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with or approved in writing by Musician relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to any procedure of arbitration and Musician may enforce this prohibition in any court of competent jurisdiction.

10. This contract, and the terms and conditions contained herein, may be enforced by the Purchaser, and its agents, and by each musician who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for (herein called "participating musician(s)"), and by the agent or agent(s) of each participating musician, including the Local Union (if applicable). It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the American Federation of Musicians ("Federation") nor the Local Union are parties to this contract in any capacity except as expressly provided in 8 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

11. A representative of the Local Union shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the Purchaser.

12. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

13. **ADDITIONAL PROVISIONS/RIDER:**

A: REVENUE FROM TICKET SALES SHALL BE DIVIDED AS FOLLOWS: ABOVE AND BEYOND THE MINIMUM GUARANTEE NAMED IN SECTION 7 ABOVE: MUSICIAN SHALL ALSO RECEIVE FIFTY PERCENT (50%) OF ADDITIONAL REVENUES FROM ADVANCE TICKET SALES, AT-THE-DOOR ADMISSIONS SALES, AND OTHER RELATED REVENUE TAKEN IN BY PURCHASER FROM AUDIENCE MEMBERS AS PAYMENT FOR THE PERFORMANCE IN QUESTION ("DOOR TOTALS") WHEN AND IF DOOR TOTALS ARE IN EXCESS OF THE AMOUNT NECESSARY TO COVER PURCHASER'S ACTUAL EXPENSES. PURCHASER AGREES TO SHOW MUSICIAN ALL RELEVANT BOOKKEEPING INFORMATION USED TO DETERMINE REVENUE AND EXPENSES FOR ENGAGEMENT(S) COVERED UNDER THIS AGREEMENT.

B: SALES OF CD'S/MERCHANDISE: PURCHASER AGREES TO PROVIDE SUPPORT FOR SALE OF MUSICIAN'S PRODUCTS AND MERCHANDISE, INCLUDING BUT NOT LIMITED TO COMPACT DISCS, T-SHIRTS, AND OTHER PRODUCT WITH MUSICIAN'S LOGO OR LIKENESS.

C: GUEST LISTS: ALL GUESTS OF BAND MEMBERS SHALL BE NAMED ON A LIST WHICH WILL BE GIVEN TO THE DOOR ADMITTANCE STAFF PRIOR TO THE PERFORMANCE. GUESTS OF PERSONS OTHER THAN THE BAND (STAFF MEMBERS ETC) SHALL ALSO BE NAMED ON A LIST WHICH WILL BE GIVEN TO THE DOOR ADMITTANCE STAFF PRIOR TO THE PERFORMANCE. ALTHOUGH THERE IS NO MAXIMUM OR MINIMUM NUMBER OF GUESTS ALLOWED, MUSICIAN AND PURCHASER BOTH AGREE NOT TO ABUSE THIS GUEST ADMITTANCE POLICY AS IT IS TO THEIR MUTUAL DISADVANTAGE TO DO SO. DOOR ADMITTANCE STAFF WILL KEEP AN ACCURATE COUNT OF THE FULL NUMBER OF ADMITTED PATRONS INTO THE BUILDING, INCLUDING GUESTS AND PAYING CUSTOMERS. MUSICIAN RESERVES THE RIGHT TO INSPECT THIS COUNT, AND IF NECESSARY, TO PERFORM AN INDEPENDENT COUNT BY MUSICIAN OR HIS REPRESENTATIVE(S) TO ENSURE ACCURACY OF THE NUMBER OF ADMITTED PERSONS.

D. SOUND SYSTEM: PURCHASER AGREES TO PROVIDE SOUND REINFORCEMENT FOR THE EVENT. THIS SHALL INCLUDE: A PROFESSIONAL-GRADE P.A. SYSTEM OR SOUND SYSTEM WITH A MINIMUM EIGHT(8) XLR MICROPHONE INPUTS, TWO (2) MAIN SPEAKERS MINIMUM, TWO (2) MONITOR SPEAKERS MINIMUM, MICROPHONES, STANDS, CABLES AND OTHER NECESSARY ITEMS, AND A COMPETENT SOUND REINFORCEMENT ENGINEER OR TECHNICIAN WITH EXPERIENCE RUNNING SOUND FOR BANDS UTILIZING ACOUSTIC BASS AS WELL AS BRASS/WOODWIND INSTRUMENTS. IF SOUND SYSTEM AND/OR TECHNICIAN IS UNAVAILABLE, MUSICIAN WILL PROVIDE AT EXTRA CHARGE. MUSICIAN MAY WORK IN CONJUNCTION WITH PURCHASER TO OBTAIN ESTIMATES FROM AUDIO REINFORCEMENT CONTRACTORS IN ORDER TO FIND THE MOST COST-EFFECTIVE SOLUTION. MUSICIAN AGREES TO COMMUNICATE WITH SOUND TECHNICIAN/ENGINEER IN ORDER TO FACILITATE SMOOTH RUNNING OF THE EVENT, INCLUDING BUT NOT LIMITED TO PROVIDING STAGE PLOTS, ETC TO GIVE SOUND TECHNICIAN/ENGINEER INFORMATION NECESSARY TO DO HIS/HER JOB.

E. PIANO: PURCHASER AGREES TO EITHER 1) PROVIDE A GOOD QUALITY, IN-TUNE, ACOUSTIC PIANO OR A FULL 88-KEY WEIGHTED DIGITAL PIANO; OR 2) INFORM MUSICIAN OF THE LACK OF A PIANO IN THE BUILDING WITH DUE NOTICE SO THAT MUSICIAN OR HIS REPRESENTATIVE MAY MAKE ONE AVAILABLE. IF A PIANO IS PROVIDED BY PURCHASER, MUSICIAN AND/OR HIS REPRESENTATIVE(S) RESERVE THE RIGHT TO INSPECT PIANO PRIOR TO PERFORMANCE TO ENSURE ITS QUALITY. SUCH INSPECTION MAY TAKE PLACE WITH REASONABLE AMOUNT OF TIME PRIOR TO PERFORMANCE AS NEEDED TO MAKE OTHER ARRANGEMENTS SHOULD PIANO BE DEEMED UNACCEPTABLE.

F. GREEN ROOM/AMENITIES: UNLESS IT IS COMPLETELY UNFEASIBLE DUE TO SPACE LIMITATIONS, PURCHASER WILL PROVIDE A SUITABLE BACKSTAGE AREA FOR BAND MEMBERS TO CHANGE AND RELAX IN BEFORE AND AFTER THE PERFORMANCE, AND TO STORE INSTRUMENT CASES/ETC DURING THE PERFORMANCE. PURCHASER AGREES TO PROVIDE FREE-OF-CHARGE LIQUID REFRESHMENTS

TO MUSICIAN AND BAND MEMBERS. UNLESS OTHERWISE SPECIFIED, THIS WILL INCLUDE AT MINIMUM A CONTINUOUS SUPPLY OF CHILLED WATER (BOTTLED WATER IS PREFERRED BUT PITCHERS OF WATER/ICE ARE ACCEPTABLE) AND PURCHASER IS ALSO ENCOURAGED TO PROVIDE SOFT DRINKS. IT IS CUSTOMARY FOR THE ESTABLISHMENT TO EXTEND A DISCOUNT ON ALCOHOLIC BEVERAGES AND FOOD TO THE BAND, SUCH AS THE FIRST DRINK FREE TO EACH BAND MEMBER AND 1/2 PRICE ON ADDITIONAL DRINKS FOR EACH BAND MEMBER, 1/2 PRICE ON MEALS, ETC. PURCHASER AND MUSICIAN WILL COMMUNICATE WITH EACH OTHER REGARDING DRINK/MEAL DISCOUNTS FOR BAND MEMBERS PRIOR TO THE PERFORMANCE.

G. CONFIDENTIALITY: SOME DETAILS OF THIS AGREEMENT ARE CONFIDENTIAL. BOTH PARTIES AGREE THAT AT ALL TIMES AND NOTWITHSTANDING TERMINATION OR EXPIRATION OF THIS CONTRACT, NEITHER PARTY WILL DISCUSS OR DISCLOSE DETAILS OF THIS CONTRACT, INCLUDING (BUT NOT LIMITED TO) FINANCIAL INFORMATION, WITH ANY THIRD PARTY; PURCHASER MAY NOT UNDER ANY CIRCUMSTANCES DISCLOSE ANY TERMS CONTAINED IN THIS AGREEMENT EXCEPT FOR THE PURPOSE OF CONDUCTING BUSINESS UNDER THIS AGREEMENT. THE FINANCIAL INFORMATION IN THIS CONTRACT SHALL CONTINUE TO BE HELD CONFIDENTIAL REGARDLESS OF TERMINATION, EXPIRATION, OR ALTERATION OF ANY OTHER PART OF THIS AGREEMENT UNTIL TWO (2) YEARS FROM THE DATE OF THIS AGREEMENT.

PURCHASER

DATE

PETER PETERSEN, MUSICIAN

DATE