

Vanilla Pop 2024 Sample Performance Contract

This contract is made and entered into on Wednesday, January 11, 2023 by and between the undersigned purchaser and ALAN VETTER and GREG THUM (Herein referred to as VANILLA POP). Witness that the purchaser agrees to employ VANILLA POP whereas, the purchaser and VANILLA POP agree to the following terms and conditions:

NAME OF PURCHASER: _____
ADDRESS: _____
PHONE: _____ EMAIL: _____
Venue: _____ Contact/phone: _____
Date of employment: _____
Band Arrival Time: (2 hours prior to guests arrival) _____

1. Vanilla Pop Start Time (approx.) _____ Finish Time 2.5 hours from start
2. The purchaser agrees to pay the guaranteed sum of _____ in US dollars plus NM sales tax of _____ (____%) for a total of _____
3. A 50 % deposit of _____ is required by _____ leaving a balance of _____ to be paid on date of employment.
4. **Deposit and/or Balance in full may be paid earlier if desired. Until deposit is received, this contract is merely a verbal agreement and neither party will be responsible for fulfillment of quoted event.**

Please make check out to: PENCIL THIN INC.

The balance of this contract is due on the day of the event PRIOR to or immediately following the performance.

There is a late payment fee of \$100.00 + tax.

4. VANILLA POP performers will receive at no charge- non-alcoholic drinks (juice, bottled water, coffee). In addition, purchaser agrees to provide Vanilla Pop with: 2 meals, a bottle of Tito’s vodka or full bar privileges if this is against venue policy, and a green room or separate space with access to running water FOR BAND USE ONLY. (See pg. 3)
5. Cancellation or attempted cancellation of this contract by the Purchaser shall in no manner release him from the obligation to pay the above price in full. In the event the Purchaser does not use the services of VANILLA POP, full payment shall be made within twenty-four hours of the time designated above as the time of payment. The Purchaser, in signing this contract himself, or having same signed by a representative, acknowledges his (her, or their) authority to do so and hereby assumes liability for the amount(s) stated herein.
6. Should the start time of the Vanilla Pop performance be pushed back due to unforeseen circumstances, after one half hour of delay, performance time of 2.5 hours will begin regardless of whether or not Vanilla Pop is performing. Should end time of contracted performance be reached (with the addition of aforementioned half hour grace period), contractor agrees that the 2.5 hour performance time has elapsed.
7. In any event that the performance of any covenant(s) of this contract shall be prevented by an act of “God”, physical disability, civil tumult, war or epidemic before the contracted event date, the Purchaser and VANILLA POP shall be relieved of their obligations stated in this contract, and deposit money shall be refunded to purchaser.
8. Aside from attending to PA/iPod music duties, price quoted in contract does not include any member of Vanilla Pop officiating or announcing of wedding party or guests, or being available for any services more than one half hour prior to scheduled performance.
9. Vanilla Pop will provide a second PA to accommodate the specified number of guests. _____

SIGNATURE OF PURCHASER _____ DATE _____

SIGNATURE FOR VANILLA POP _____ DATE _____

ADDENDUM
PERFORMANCE REQUIREMENTS, COSTS AND EXTRAS:

New Mexico performances to add %7.3125 Sales Tax.

Included in price for event, Vanilla Pop will provide:

- Background music on IPod during cocktails and/or dinner (If both are taking place in same room as performance.)
Client may provide his/her own IPod with their own music for this purpose.
- Microphone(s) available for toasts and/or speeches.

IF PURCHASER WISHES BAND TO LEARN NEW MUSIC FOR EVENT, FEES ARE AS FOLLOWS:

- 1 SONG: \$250.00
- 2 SONGS: \$500.00
- 100 SONGS \$1,000,000.00

FOR ALL PERFORMANCES:

1. A performance area of at least 15' Wide X 12' Deep.
If a stage is to be used- **please request our "RISER.PDF"**.
2. Adequate dancing room in front of the band.
(We love the dancers but hate it when they fall on our stuff.)
3. If a stage and dance floor are to be set up, please **LEAVE A SPACE OF 3 FEET** between the dance floor and the front of the stage or performing area. This is to accommodate our speakers so that they are not on the dance floor restricting your guests.
4. **ONE SEPARATE DEDICATED 20 AMP CIRCUIT FOR BAND USE ONLY. (Please have the electrician for the venue add a dedicated power drop if no separate circuit is available.)**
This will allow proper functioning of equipment. Faulty power can create delays for which the band is not responsible. Tracking down tripped breakers and restoring power will be part of 2.5 hour engagement.
5. One meal per band member. (2 total, sometimes 3 if our roadie is in tow). If there is a bar or cafe on premises we prefer to eat there to accommodate our tight setup, eating and performance timeline. Please NO vendor meals or venue cafeteria vouchers.

A green (dressing) room **FOR BAND USE ONLY** supplied with:

- Several bottle of water for the night. Please have these available upon our arrival.
- One (1) bottle of Tito's vodka or other national brand, one (1) bucket of ice, & four (4) glasses.
Or if this is against venue policy...full bar privileges for the length of the show.
- Access to running water / mirror

SIGNATURE OF PURCHASER _____ DATE _____

SIGNATURE FOR VANILLA POP _____ DATE _____

**IF PLANNING AN OUTDOOR PERFORMANCE, IN ADDITION TO THE ABOVE
THE FOLLOWING MUST BE PROVIDED:**

1. A covered (and we mean **FULLY COVERED**) space of no less than 20' x 20' **with drop down sides**. Drop down sides are not necessary for large open air **covered** spaces larger than 20'x20', as long as the band is set up **at least 15'** in from the back of the performance space.
2. A level stage on level area of at least 15' wide x 12' deep. We will not perform on grass, bare gravel sand or any other surface which is porous and not 100% stable.
3. An adequate electric source (2 separate 20 amp circuits at 115 volts grounded), on stage **FOR BAND USE ONLY**. This will allow proper functioning of equipment. Faulty power can create malfunctions & delays for which the band is not responsible.
4. Outdoor temperature must be at least 60°.
5. There is a \$200.00 equipment moving fee if the need arises during an outdoor engagement. Moving time will be part of 2.5 hour engagement.

The above requests are for your benefit as well as ours.

We are a very visual and performance oriented show. If problems arise during the performance, it is usually due to inclement weather or loss of power which inevitably results in delays and an angry mob.

We want you and your guests to come away from your event with a long lasting sense of inner peace, harmony and tranquility, as well as some wonderful memories of a great party.

SIGNATURE OF PURCHASER _____ DATE _____

SIGNATURE FOR VANILLA POP _____ DATE _____