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Tips on Contracts for Music/Entertainment
 by Dana Lynn Bernstein, CMP
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Planners should have a letter or agreement with all the vendors that supply goods or services for the meeting. Even standard music contracts should have certain provisions in it to assure both sides understand to and adhere to the outlined expectations. If it is in writing and both parties agree to the terms including the quality of the service that is to be provided, there will be less confusion as to who is supplying what.

Looking at the total picture, the planner should contact the hotel first. Ask the hotel the following questions; then follow up in writing so there is no misunderstanding (copy the band on the communication). You should find out if:

1. Does the hotel charge any fees to have a band play at the meal function (eg, electrical charges)?
2. Is there a curfew for outdoor receptions? Any limitations (I planned a meeting in Naples, Florida, and had to keep the decibel level to a certain number as the turtles were in mating season and we had to end music at 10PM - and the hotel actually measured the level)
3. What is the room capacity and can it hold the amount of people (8 people per 60"/10 people per 72") PLUS the appropriate set up (buffet, dual sided tables, bar, stage, etc), PLUS a bar. You should know the net square footage and if there are pillars in the room.
4. Are there any acoustic issues with the room - ceiling height?
5. Are there any electrical issues with the room that need to be addressed and coordinated between the band and AV folks?
6. What time do you have access to the room for set up? What is the tear down time? Any guests in the room after your group?
7. Loading issues with the band?
8. Any other bands in the hotel at the same time as your group? What room will they be in? Loud sound be an issue? What is their agenda? How many people in their group?

In addition to the answers to the above questions, send the band the:

1. Room diagram so they have the lay of the land
2. Contact information for the CSM (catering sales manager) and the AV manager who will be working your event
3. Agenda (preliminary is ok until it is final)
4. Ask the band if they need a list of the AV equipment if there is an elaborate set up. If it is a straight dinner even with just the band, there is probably no need.

The person generating the contract makes the contract in favor of him/her. It will rarely make it fair to the other side. It is up to the person reviewing the contract to even the playing field. Make sure that all parties are covered in case there is a mishap. The following is a list of items to be added to the band contract or confirmed:

1. The correct day, date, location, room, floor of the event.
2. Planners should ask to hear the music via CD first and include a statement that the performer must be the same people as those heard via CD. Confirm how many people are in the band.
3. All costs must be listed in the contract. Any additions should be signed off on. If they are not and the prices change, your company will be excluded from paying these additional costs.
4. The planner and his/her company is not responsible for any injury caused to an attendee or to the band's negligence (not-up-to-standard equipment, staff, wires not taped down, etc). The

band ensures it has sufficient fire, liability, burglary, and other insurance coverage for any such event or any injury that may occur, and to indemnify you and your company as provided in the agreement. The band should make sure they are not responsible for the hotel or planner negligence as well.

5. Set up and tear down times should be listed in the contract. Any communication between planner and hotel vis-à-vis the band should be sent to the band so they are on the same page.

6. Attire - black tie, calypso, etc. Especially if you have a theme, you should let the band members know; type of music to play (or songs to avoid)

7. Only signed policies and agreements are valid and enforceable (including general information policies, etc.).

8. Who pays for the bands meals, parking, shipping, shipping insurance, etc. If the planner is responsible, they may want to negotiate a lower meal rate for the staff.

9. What kind of music plays during the break, how long is the break, can you have one person playing the guitar or piano as background?

10. How much will it cost for overtime? What is considered overtime (eg, if the dinner starts 30 minutes later because of weather, and the band is contracted for 4 hours, will they stay the extra 30 minutes as there was a delay?)

11. List the company members that can make changes. Especially on site, you do not want the band to get a wrench thrown in if an unauthorized person makes changes. Also, you want to make sure there is a contact person from both the band and the planning company that can authorize additional charges.

12. Indicate that the planner expects a high level of service from the band members. The band ensures the planner that all efforts will be made to accommodate the group in terms of information, the best prices, alternatives, suggestions, additions, deletions, etc, to make this meeting run smoothly.

13. Should either of the parties resort to litigation, arbitration, or other form of alternate dispute resolution to enforce an alleged breach of this agreement, the winner of the lawsuit shall be entitled to reimbursement for its costs and reasonable attorney's fees, including such costs and fees as may be incurred on appeal.

14. In the event that the band contract and this letter of agreement differ, list what will prevail (planner's letter of agreement or the band contract).

15. The band and planner representatives that sign this agreement represents and warrants he/she is a duly authorized and appointed agent, fully empowered to bind the band and planning company to all provisions contained in this agreement, and that no further action is required of the band or planner's part to enter into this agreement.

16. Each party agrees to indemnify, defend, and hold harmless the other, its officers, directors, partners, agents, and employees from any and all claims, loss, damage or expense (including attorney's fees) arising from the negligence or willful misconduct of the indemnifying party, its agents and employees in the performance of its duties and responsibilities under this agreement.

17. If any provision of this agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this agreement will continue in full force and effect.

18. Force Majeure Clause: contract clause which limits the liability should the performance be prevented due to the disruptive circumstances beyond either parties control.

Suggested language: The performance of this agreement by either party will be subject to acts of God; war (here or abroad); government regulation or other governmental action of any kind; disorder; fire, accidents, or other casualty; disasters; strikes, lockouts, or labor disputes; terrorism; environmental disaster; earthquake; hurricane; inability to obtain labor materials, food, fuel, electricity, general operational services or reasonable substitutes; curtailment of transportation facilities; dramatically increased/decreased attendance making it impossible or impractical to hold the meeting within the hotel; any other civil or governmental emergency; certain economic factors.

in the event that 25 percent or more attendees are prevented or unreasonably delayed from attending the meeting in the specified time period; or any other cause or reason beyond the control of either party that would make it inadvisable, illegal, or impossible for the hotel to provide the services as stated in this contract. It is provided that this agreement may be terminated without penalty, for any one or more of such reasons by written notice from one party to the other. In addition, this agreement may be terminated upon breach of any material item of the agreement, provided written notice of such termination is given.

If there is a delay, the band will find a comparable replacement within 30 minutes and there will be no additional costs associated with the change. That replacement will adhere to and be responsible for all contract clauses stated above.

I am sure the band has cancellation clauses in their contract. Make sure they work for both you and the band in terms of dates and dollar amounts. As with any contract, be specific regarding the date and amounts (instead of 30 days to the meeting date - 75%; list Tuesday, April 1, 2006 EST - \$6,000 - includes deposit of \$4,000). Make it very clear.

FYI - If the sponsoring organization hires a band, they are responsible for obtaining and paying for a license with BMI and ASCAP (organizations that provide a license to play copyrighted music; there is a charge for the license).

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