



Erica Messer, Harpist

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P.O. BOX 2071
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CONTRACT FOR MUSICAL SERVICES

This Musical Performance Contract (this "Contract") is made effective as of _____ (the "Effective Date") by and between _____ and Erica Messer.

Client/couple first and last name:

Email:

Phone number:

Date of event:

Location of event:

Event start time (this is the prelude start time at weddings for standard and premium packages):

Event end time:

*Short breaks are scheduled every 45 minutes. Would you like to have amplified music played during the break?

*a vendor meal is requested for any performances three hours or more (per musician) or for total travel time of 3 hours or more.

Wedding Package Desired:

Elopement: \$375

Standard: \$495

Premium: \$650

For weddings, please submit final details 30 days before event at www.ericamesser.com

OR

Number of hours:

*Background music is \$250 first hour/\$150 additional hour.

***A sound system is included unless venue or DJ provides sound.**

Number of additional songs:

*Up to three songs may be requested that are not on the master song list (available for download at www.ericamesser.com additional songs are \$5.

***Parking garage fees are \$20/hour:**

***Travel fees are approximately \$1/mile outside of 50 miles from San Mateo**

County:

Total Fees:

A non-refundable deposit of 10% of balance must be completed in order to complete booking reserving the date and time.

Deposits can be sent to erica@hauteharpist.com via paypal or a CC payment can be made over the phone.

Name of person responsible for balance _____ .*Balance can be made in cash on the day of unless otherwise arranged.*

Any special requests/comments or things I should know?

PERFORMANCE OF SERVICES. Erica shall arrive at least 30 minutes before the agreed upon starting time. A flat, smooth surface must be provided and be in the shade, if outdoors. The harp cannot be in rain, heavy fog, mist, or drizzle.

TERM. _____ and Erica Messer agree that this Contract shall commence on the above date and terminate on date of event of performance. Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.

RELATIONSHIP OF PARTIES. It is understood by the parties that Erica is an independent contractor with respect to _____, and not an employee of _____.

INDEMNIFICATION. Erica agrees to indemnify and hold harmless _____ from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against _____ that result from the acts or omissions of Erica, Erica's members, if any, and Erica's agents. Erica has general liability insurance and a copy can be provided upon request.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the

obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

CANCELLATION: In the event of cancellation by _____ within one week of scheduled performance, Erica will receive 50% of balance due. However, the event can be rescheduled within three months at no additional fee. If cancellation by Erica occurs at any time, all monies paid to Erica Messer will be refunded.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the

arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be governed by the laws of the State of California.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed by _____ and by Erica Messer. This Agreement is effective as of the date first above written.

Date