HOLIDAYS: Time and a Half: January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day, December 24th and 25th, Double Time: December 31st.

# Contract

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA
(Herein Called "Federation")
Musicians Association of San Diego County, Local 325
1717 Morena Blvd; San Diego CA 92110-3635 (619) 276-4324 (619) 276-4876 FAX
**(NOT FOR USE IN CANADA)**

Whenever the term "The Local Union" is used in this Contract, it shall mean Local 325 of the American Federation of Musicians.

**THIS CONTRACT** for the personal services of musicians on the engagement described below is made this _____ between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement:

   Name of Band or Group:

   Number of Musicians: Number of Vocalists:

2. Date(s) of Engagement - daily or weekly schedule and daily clock hours:

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

4. Compensation Agreed Upon (Amount and Terms):

5. Purchaser Will Make Payments as Follows (Specify when payments are to be made):

6. No performance or rehearsal of the engagement 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 the Federation relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to any procedure of arbitration and the American Federation of Musicians may enforce this prohibition in any court of competent jurisdiction.

7. 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. It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 6 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

8. 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.

9. The Purchaser agrees that he/she shall be liable for any loss or damage to musical instruments and/or equipment while the instruments and/or equipment are on the premises, resulting from accident, malicious mischief, burglary, theft or fire.

**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 | Print Signatory Musician Local Union Number |
| _____ | _____ |
| Signature of Purchaser (or Agent thereof) | Signature of Signatory Musician |
| _____ | _____ |
| Street Address | Musician's Home Address |
| _____ | _____ |
| City, State, Zip Code | City, State, Zip Code |
| _____ | _____ |
| Telephone Number | Telephone Number |
| _____ | _____ |
| Booking Agent Agreement Number | Address |
| _____ | _____ |
| City, State, Zip Code | City, State, Zip Code |

**ADDITIONAL PROVISIONS:**

10. Cancellation of the engagement described may be effected only by written mutual consent of both parties.

11. Upon written request by the Federation of the Local in whose jurisdiction the musician(s) shall perform hereunder, the Purchaser shall make advance payment hereunder or shall post an appropriate bond.

| NAMES OF ALL MUSICIANS | LOCAL UNION | SOCIAL SECURITY NUMBER | DIRECT PAY |
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**IF ADDITIONAL SPACE IS NEEDED, USE SEPARATE SHEET(S)** **Form L-2 7/08**