



HIRING AGREEMENT (Contract)

This Hiring Agreement is between Dear Jon Mgmt (Jon Dunmore) and Client (named below).

- If you have signed this Agreement personally with Jon Dunmore, you need not do any more with this document.
- If Jon provided the link to this document online, then you may print it, fill it in and mail it with your deposit. (Payment details below.)
- If you have hired DEAR JON within two weeks of your Event, there may not be time to personally meet and sign this Contract. Jon will accept your booking as long as you send an email to dunmore@dearjon.us with the text: "I have read and agree to the conditions in the Dear Jon Hiring Agreement." And please mail the Deposit asap.

CLIENT DETAILS:

Name: _____

Company Name (optional): _____

Phone: _____ Phone #2: _____

E-mail: _____

Address (optional): _____

NOTES: _____

EVENT DETAILS:

Client is hiring: _____
(band / musicians / style, etc.)

Event: _____

Date: _____ Time onstage (on--off): _____

Venue: _____

Venue ~ Address: _____

Venue ~ Contact Name: _____

Venue ~ Phone: _____ Venue ~ E-mail: _____

NOTES: _____

~ HIRING AGREEMENT ~ PAYMENT PROCEDURES

Jun 2012

1. Payment Made Out To:

Please make checks payable to: **DEAR JON**

Please mail payments to:

Jon Dunmore
Dear Jon Mgmt
16033 Dickens Street
Encino CA 91436

2. Method of Payment:

Payments made via cash, check, or money order.

3. Agreed Fee:

The Agreed Fee is the full fee for the DEAR JON performance at Client's Event. (No tips required, no hidden costs). Deposit is HALF this Agreed Fee. The remaining half is the Balance.

4. Deposit:

- a) The Deposit is HALF the Agreed Fee.
- b) The Deposit must be paid with the signing of the Hiring Agreement, or prior to it, in order to hold DEAR JON available for Client's Event date.
- c) Deposit is refundable up to two weeks prior to Event date.
- d) Deposit becomes non-refundable two weeks prior to Event date.

5. Balance Due:

- a) Balance is due two weeks prior to Client's Event date.
- b) Balance is refundable up to two days before Event date, under certain conditions (see 6-b).
- c) The Balance becomes non-refundable two days before Event date.

6. Cancellations:

- a) If Client cancels DEAR JON **prior to two weeks** before Event date, all fees already paid to Dear Jon Mgmt are refundable (this includes Deposit and/or Balance).
- b) If Client cancels DEAR JON **within two weeks** of Event date, **but prior to two days** of Event date, the Deposit is non-refundable (and if not paid yet, is OWED to Dear Jon Mgmt); the Balance, if paid, shall be refunded to Client.
- c) If Client cancels DEAR JON **within two days** of Event date, no refunds are available (and full Agreed Fee is OWED to Dear Jon Mgmt if not paid yet).
- d) If Dear Jon Mgmt cancels a booking due to the fault of Dear Jon Mgmt (e.g. a double-booking), Client is refunded all monies already paid to DEAR JON and does not owe DEAR JON any further monies.
- e) If DEAR JON cancels a booking due to impropriety on the Client's part (see Conditions below), or non-payment of fees by due dates, any Deposits or Agreed Fees already paid to DEAR JON are non-refundable.
 - i. "Impropriety on the Client's part" involves the Client renegeing on any conditions which are documented in this Hiring Agreement or any Riders to this Hiring Agreement.
- f) If DEAR JON is forced to cease its performance during its scheduled performance time, due to outside forces beyond the Client's or Dear Jon Mgmt's control (power failure not the fault of the band's equipment, local authorities issuing a "cease & desist" order, inclement weather, rowdy guests causing damage to equipment, etc.);
 - i. any Deposits or Agreed Fees that have been paid to Dear Jon Mgmt are non-refundable.
 - ii. the FULL Agreed Fee is owed to Dear Jon Mgmt.

END OF PAYMENT PROCEDURES

~ HIRING AGREEMENT ~ CONDITIONS

Jun 2012

In the following CONDITIONS:

DEAR JON (or any combination of musicians hired through Dear Jon Mgmt) is referred to as Band;

Jon Dunmore is referred to as Dear Jon Mgmt;

The hiring party is referred to as Client.

1: Band Propriety

- a) Band shall comply with all arrangements and conditions of Client, and shall work in collaboration with the Venue and/or Event Coordinator, and exhibit professional demeanor at all times.
- b) Band shall arrive to set-up at the agreed time listed on this Hiring Agreement
- c) Band performance volume to be determined by Client, who is welcome to amend volume at any time during performance.
- d) Band shall perform, to the best of its ability, its prescribed song list and/or songs chosen by the Client.
 - i. Any media provided by the Client to the Band (CDs, DVDs, mp3s, etc. in order to learn specific songs) is non-returnable, unless other arrangements are made between Client and Dear Jon Mgmt.

2: Performance Area

- a) Band requires a performance area of at least 15 feet square (225 square feet), structure of venue permitting, within which no patrons are to intrude;
- b) No patrons' drinks or personal belongings are to be placed in Band's designated area.
- c) Band assumes no responsibility for damage or theft of patron's personal belongings placed in the Band area.
- d) If patrons enter the designated Band area and damage any musical equipment, the Client shall be liable for any replacement or repair costs to damaged equipment.

3: Time Onstage

- a) If Band is booked for two hours or more, they will take a 10 to 15 minute break approximately every hour.
- b) On the event date (or any time after signing the Hiring Agreement), if Client wishes Band to perform longer than its contracted onstage time (not as "encores", but another extended block of time), the extra time is billable pro-rata, and Client is required to make this pro-rata payment immediately. (See Clause 12.)

4: Piped Music

- a) Band will supply piped music during breaks; Client is also welcome to provide piped music (in whatever format best suits the circumstances; CD, mp3s, etc.).

5: Band Liaison

- a) Client shall discuss business matters ONLY with the Band Leader, usually Jon Dunmore (or a designated representative).

6: Outdoor Conditions

- a) Client to ensure for overhead covering if Band is performing outdoors.
- b) Client to ensure there is a hard surface for Band to perform on (either a stage, concrete, wood deck, etc.). Band will NOT perform on sand or grass, or less than 50 feet from a pool.
- c) If there is no covering for an outdoor event, Band will make every effort to perform as usual, but if Band is forced to cease its performance before its designated end time (due to rain, constant sun, pool splashes, etc.) Client agrees that there is no refund of Deposit and/or Agreed Fee.

7: Electrical Power

- a) A power outlet of 110V is required, no more than 20 feet from the designated Band area. (This requirement may not be necessary if the Band is comprised entirely of the String Quartet.)
- b) If there is no WALL outlet within this distance, extension cords will serve the same purpose.

8: Band Performance Disallowed

- a) In the event of Band being stopped by local authorities for whatever reason (after having set-up and started their performance), Client agrees there is no refund of Fee and/or Deposit.
- b) In residential areas, it is the responsibility of the Client to ensure that neighboring businesses and/or residences have been alerted to Band performance and have given their consent.

9: Power Outage (This Clause may be moot if the Band is comprised entirely of the String Quartet.)

- a) In the event of an electrical shortage during the Band's performance, that is not the fault of the Band, making it impossible for Band to continue performing, Client agrees there is no refund of Fee.
- b) In the event of a power outage that IS the fault of the Band, Client shall be refunded all fees already paid to Dear Jon Mgmt.

10: Sit-ins/Guest spots

- a) No one from the audience is allowed to "sit-in" with the Band, using Band equipment, unless specifically given written permission in the Rider to the Hiring Agreement.
- b) Band may arrange for hired equipment, or for the guest to bring their own equipment. Even so, it is at the discretion of the Band Leader on the night as to whether the sit-in will occur.

11: Extra Time Onstage (NOT regarded as "Encores")

- a) Band will adhere to strict offstage times at all venues. This means any encores will fall within the Band's contracted onstage time, or run no more than five (5) minutes into overtime.
- b) Clients are asked to respect Band's contracted on and off times, unless Client wishes to immediately book Extra Time (which is billable pro-rata).
- c) Client should discuss Extra Time only with Band Leader.
- d) Payments for Extra Time should be made immediately to the Band Leader when Extra Time is agreed upon.
- e) Band will not perform any Extra Time onstage if the Venue does not permit it. It is Client's responsibility to secure Venue's consent before making out Extra Time payment to Band, as there is no refund to Client if Band is stopped by Venue during its Extra Time set.
- f) It is the Client's responsibility to curb any unreasonable pleading, coercion or impropriety directed at Band, from audience members demanding further onstage time past contracted onstage time (not including encores).

12: Song Requests

There are two types of "Song Requests":

1) Impromptu requests made by audience members during the Band performance: for the sake of retaining the flow of the set, Impromptu requests are ignored.

2) Client song requests made in advance (for First Dances, special dedications, etc.): these are taken very seriously.

- a) Please make Song Requests at least two weeks prior to Event date, preferably as early as when you sign the Hiring Agreement, so that the Request(s) can be included as a "special condition" on the Agreement.
- b) There is a limit to the amount of songs requested. Dear Jon Mgmt has to take into consideration the Agreed Fee in relation to Song Requests. For example, if requested song is not in Band repertoire, and needs to be learned specifically for that gig, it may not be performed if the Agreed Fee is under \$800. Conversely, gigs over \$1500 may allow up to three or more song requests, and so on.
- c) Song Requests will only be acted on - i.e. rehearsal, learning of song, studio time booked, etc. - when Deposit is received.
- d) Song Requests made within two weeks of Event date cannot be performed, unless the song is already in the Band repertoire.

13: Common Sense

- a) Situations will arise that are not outlined in this document. Dear Jon Mgmt asks that all parties involved in this Band-Client interaction adhere to common sense, courtesy and propriety when resolving issues that might cause disagreements between the parties.
- b) Any impropriety from Band Members should immediately be reported by Client to Dear Jon Mgmt (Ph: 818-906-8633, dunmore@dearjon.us), which will make every effort to reconcile damages to the Client, if any, and/or refund monies, if required.

END OF CONDITIONS

I have read and agree to the conditions in this document:

Client Signature: _____

Client Name: _____

Date: _____

Dear Jon Mgmt: _____

Name: _____

Date: _____

HIRING AGREEMENT © 2012, Dear Jon.
Update: 2012, Jun 8