

Def Tiggers Contract Example

This is a contract for a performance at the Pit by Def Tiggers, a Canadian heavy metal band notorious for violent and explicit lyrics, often in the context of describing sexual acts by famous politicians. Their audiences often engage in smoking marijuana, although the lead singer has given interviews opposing drug use. Def Tiggers concerts around the nation have been picketed by peace groups. The band's lead singer suffers from stage fright. Last year several Def Tiggers concerts started an hour or more late because the lead singer got cold feet.

AGREEMENT

This is a contract between Music4Sale, a New York corporation, and the Associated Students of the University of New Mexico, an organization chartered by the Regents of the University of New Mexico, a New Mexico government agency, hereinafter referred to as ASUNM.

Whereas Music4Sale is the exclusive agent of Def Tiggers, a music performance group, and

Whereas ASUNM wants Def Tiggers to play at the Pit, and Music4Sale believes that the Pit is a good venue for Def Tiggers, and

Whereas ASUNM and Music4Sale desire to avoid any controversy or disturbances, which might interfere with the performance,

Now therefore, Music4Sale and ASUNM hereby agree as follows:

1. Def Tiggers will play a 2½-hour concert at hour the Pit on December 11, 2004, at 9:00 pm, not counting intermissions and encores, which shall be within Def Tiggers' discretion.
2. ASUNM shall be the exclusive seller of tickets for the concert, and shall retain all proceeds from the sale.
3. As sole payment for the concert, ASUNM shall pay Def Tiggers \$10,000 plus 50% of the profit. The \$10,000 shall be paid no later than November 11, 2004. The 50% of the profit shall be paid no later than intermission of the concert.
4. In order to ensure a performance environment conducive to the concert, UNM guarantees that:

- a. ASUNM and UNM shall not conduct any protest against Def Tiggers or its music
 - b. there shall be no pickets or demonstrations within 100 feet of the Pit
 - c. no verbal protests against Def Tiggers or its music shall be allowed within the Pit
 - d. no signs protesting Def Tiggers or its music shall be allowed within the Pit
 - e. intermissions shall be limited to fifteen minutes
5. Def Tiggers has full control over the content and duration of its performance, including the opening act. Provided, however, that Def Tiggers shall start performing no later than 9:15 pm, or, if there is an opening act, that act shall perform for one hour, and Def Tiggers shall commence performance no later than 10:15 pm. For every five minutes that performance is delayed, the amount owed by ASUNM to Music4Sale shall be reduced by \$5000.
 6. ASUNM agrees to install Def Tigger's sound and light equipment, provided Def Tigger delivers the equipment to the Pit no later than 10am on the day of the concert.
 7. Sound crew will test all equipment no later than two hours before the start of the concert.
 8. ASUNM agrees to reserve the front two audience rows for Def Tigger's use.
 9. ASUNM agrees to provide the following refreshments backstage for the use of Def Tigger and its crew and friends:
 - 2 cartons of Marlboro cigarettes
 - 12 Milky Way bars
 - 6 bags of Ruffles potato chips
 - 4 cases of Dos Equis
 - 2 cases of Coke
 10. Every effort will be made to discourage illegal or dangerous behavior by the audience. Twenty ushers will be provided to perform this function.
 11. Members of the audience will not be allowed on the stage or in the backstage areas.

12. This contract and all conduct taken pursuant to it shall be governed by the laws of the State of New York.
13. In the event of a lawsuit against Def Tiggers or Music4Sale arising from this concert, ASUNM agrees to defend and indemnify Def Tiggers up to the limits of the New Mexico Tort Claims Act. Music4Sale agrees that ASUNM shall bear no liability for amounts greater than the limits of the New Mexico Tort Claims Act.
14. If Def Tiggers fails to perform, any funds advanced shall be returned to UNM. This shall be UNM's sole remedy.
15. Music4Sale shall submit to ASUNM no later than two weeks prior to the concert, lyrics to all songs intended to be performed. If ASUNM advises Music4Sale in writing that any song is inappropriate for a university audience, Def Tigger shall refrain from performing that song.
16. Def Tiggers hereby authorizes ASUNM to record the concert and to sell CDs or CD-ROMs of the concert to raise funds for future concerts. If ASUNM does this, ASUNM shall pay Def Tiggers \$2500.
17. Neither party shall be liable for failure to perform as required by any provision of this contract where such failure results from a cause beyond the party's reasonable control such as acts of God, regulation or other acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, riot, or delays in transportation.

Wherefore, the parties set their signatures below:

MUSIC4SALE

ASUNM

By: _____

By: _____