

# Vanilla Pop Performance Contract

This contract is made and entered into on \_\_\_\_\_ by and between the undersigned purchaser and ALAN VETTER and GREG THUM (Herein referred to as VANILLA POP). Witness that the purchaser agrees to employ VANILLA POP whereas, the purchaser and VANILLA POP agree to the following terms and conditions:

NAME OF PURCHASER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Venue: \_\_\_\_\_

Venue Contact: \_\_\_\_\_

Date of employment: Saturday May 5, 2018

Band Arrival Time: \_\_\_\_\_ (1.5 hours prior to guests arrival) Set up to be completed by \_\_\_\_\_

1. Start Time (approx.) \_\_\_\_\_ Finish Time \_\_\_\_\_
2. The purchaser agrees to pay the guaranteed sum of \_\_\_\_\_ in US dollars plus NM sales tax of \_\_\_\_\_ (%8.5) for a total of \_\_\_\_\_
3. A 50 % deposit of \_\_\_\_\_ is required by \_\_\_\_\_ leaving a balance of \_\_\_\_\_ to be paid on date of employment.
4. **Deposit and/or Balance in full may be paid earlier if desired. Until deposit is received, this contract is merely a verbal agreement and neither party will be responsible for fulfillment of quoted event.**

**Please make check out to: Vanilla Pop.**

**The balance of this contract is due on day of the event PRIOR to or immediately following the performance. We understand that private events can be a bit hectic at times. If you are unable to remit payment yourself due to other obligations, please arrange for a family member or friend to deliver the balance to the band.**

**There is a late payment fee of \$100.00 + tax.**

4. VANILLA POP performers will receive at no charge- non-alcoholic drinks (juice, bottled water, coffee). In addition, purchaser agrees to provide Vanilla Pop with: 3 meals, a bottle of Titos vodka or full bar privileges if this is against venue policy, and a green room or separate space with access to running water FOR BAND USE ONLY. (Please see pg. 3)
5. Cancellation or attempted cancellation of this contract by the Purchaser shall in no manner release him from the obligation to pay the above price in full. In the event the Purchaser does not use the services of VANILLA POP, full payment shall be made within twenty-four hours of the time designated above as the time of payment. The Purchaser, in signing this contract himself, or having same signed by a representative, acknowledges his (her, or their) authority to do so and hereby assumes liability for the amount(s) stated herein.
6. Should the start time of the Vanilla Pop performance be pushed back due to unforeseen circumstances, after one half hour of delay, performance time of 2.5 hours will begin regardless of whether or not Vanilla Pop is performing. Should end time of contracted performance be reached (with the addition of aforementioned half hour grace period), contractor agrees that the 2.5 hour performance time has elapsed.
7. In any event that the performance of any covenant(s) of this contract shall be prevented by an act of "God", physical disability, civil tumult, war, epidemic, the Purchaser and VANILLA POP shall be relieved of their obligations stated in this contract, and deposit money shall be refunded to purchaser.
8. Aside from attending to PA/iPod music duties, price quoted in contract does not include any member of Vanilla Pop officiating or announcing of wedding party or guests, or being available for any services more than one half hour prior to scheduled performance.
9. Vanilla Pop will provide a second PA to accommodate the specified number of guests. \_\_\_\_\_

SIGNATURE OF PURCHASER \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE FOR VANILLA POP \_\_\_\_\_

DATE \_\_\_\_\_

PERFORMANCE REQUIREMENTS, COSTS AND EXTRAS

New Mexico performances to add % 8.5 Sales Tax

Included in price for event, Vanilla Pop will provide:

- Background music on Ipod during cocktails and dinner (If both are taking place in same room as performance). Client may provide his/her own Ipod with their own music for this purpose.
- Microphone(s) available for toasts and/ or speeches.

IF PURCHASER WISHES BAND TO LEARN NEW MUSIC FOR EVENT, FEES ARE AS FOLLOWS:

- 1 SONG: \$250.00
- 2 SONGS: \$450.00
- 3 SONGS: \$600.00
- 100 SONGS \$1,000,000.00

**IF PLANNING AN OUTDOOR EVENT, THE FOLLOWING MUST BE PROVIDED:**

1. A COVERED (AND WE MEAN **FULLY COVERED**) SPACE OF NO LESS THAN 20' X 20' WITH DROP DOWN SIDES.
2. A LEVEL STAGE OR CARPET ON LEVEL AREA OF AT LEAST 15' WIDE X 12' DEEP
3. AN ADEQUATE ELECTRIC SOURCE (2 SEPARATE 20 AMP CIRCUITS AT 115 VOLTS GROUNDED), ON STAGE **FOR BAND USE ONLY**. THIS WILL ALLOW PROPER FUNCTIONING OF EQUIPMENT. FAULTY POWER CAN CREATE MALFUNCTIONS & DELAYS FOR WHICH THE BAND IS NOT RESPONSIBLE.
4. OUTDOOR TEMPERATURE MUST BE AT LEAST 60°.
5. THERE IS A \$200.00 EQUIPMENT MOVING FEE IF THE NEED ARISES DURING AN OUTDOOR ENGAGEMENT. MOVING TIME WILL BE PART OF 2.5 HOUR ENGAGEMENT.

The above requests are for your benefit as well as ours.

We are a very performance oriented show. If problems arise during the performance, it is usually due to inclement weather or loss of power which inevitably results in delays and an angry drunken mob. We want you and your guests to come away from your event with a long lasting sense of inner peace, harmony and tranquility, as well as some wonderful memories of a great party.

NAME OF PURCHASER \_\_\_\_\_

SIGNATURE OF PURCHASER \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE FOR VANILLA POP \_\_\_\_\_ DATE \_\_\_\_\_

Vanilla Pop PO Box 2278  
Ranchos de Taos NM 87557  
575.770.2943  
vanillapop.com

Addendum

**FOR ALL PERFORMANCES:**

- Adequate dancing room in front of the band.  
(We love the dancers but hate it when they fall on our stuff.)
- If a dance floor is to be used, please **leave a space of 3 feet** between the dance floor and the front of the stage or performing area. This is to accomodate our speakers so that they are not on the dance floor restricting your guests.
- One (edible) meal per band member. (2 total, sometimes 3 if our roadie is in tow).  
Please...NO employee meals or cafeteria vouchers. We want what you're having... the good stuff.

A green (dressing) room for band use only supplied with:

- 1 meat, cheese, fruit and bread platter. After traveling for 3+ hours, setting up for 2 and preparing to sing for another 2.5 hours, the last thing we want to do is trouble the event planner or venue for some food and water. Sometimes the wait for dinner is a bit lengthy and we need something to tide us over so we don't pass out.
- 8 bottles of water
- One (1) one lb. bags of M&M's (all colors are fine)
- One (1) bottle of Tito's vodka or other national brand, one (1) bucket of ice, four (4) glasses and several quartered limes to keep us lubed. Or if this is against venue policy...

Full bar privileges for the length of the show. (We don't drink a lot, but we do enjoy an occasional "on the house" cocktail or three. And hey- there's only two of us and we always overtip.)

- Access to running water
- A mirror

SIGNATURE OF PURCHASER \_\_\_\_\_ DATE \_\_\_\_\_

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