

## **Terms of Agreement:**

This performance booking is entered into on the **Date of Submission of your Booking** by and between **Razed in Flames** (hereinafter referred to as 'Artist'), and **The NAME provided in the BILLING DETAILS of the Booking** you are about to submit (hereinafter referred to as 'Customer').

1. This Agreement is in considered in effect upon submission of your booking without affecting its validity or enforceability.
2. Parties acknowledge that they are not engaged in an employer-employee relationship; Artist is treated as an independent contractor and may procure the services of independently contracted performers to fulfill agreement terms herein.
3. Payment includes any and all transportation costs including parking fees, tolls, airfare, gas, rentals etc. as well as all fuel and performance equipment expenses, any performer, agency and/or business fees, costume rentals/purchases and, unless otherwise stated, overnight accommodations.
4. Customer acknowledges they have sited and thoroughly read, understand and agree to the information included in the document entitled 'Risk Management Plan'
5.
  - a. Customer acknowledges that they have received and thoroughly read, understand and agree to the technical requirements in the document 'Fire Performance Rider'. Customer's failure to provide said requirements will release Artist from any obligation to perform while still requiring the Customer to fulfill the payment terms herein.
  - b. Customer will provide sound equipment as outlined in the Fire Performance Rider for the performance as well as personnel to set-up said equipment.
6.
  - a. If either party deems weather conditions unsafe/ unable to proceed for outdoor fire performance, Customer will forfeit the deposit and pay 50% of the remaining balance and the terms of this contract will be considered fulfilled.
  - b. If either party deems conditions unsafe/ unable to proceed for indoor fire performance, Customer will forfeit the deposit and pay 50% of the remaining balance and the terms of this contract will be considered fulfilled.
8. Artist accepts legal responsibility as covered by the terms of their insurance policy which is sent as a separate attachment along with this contract.
9. The Customer is responsible for ensuring that the event complies with all applicable laws, statutes, and regulations, and shall assist artist in obtaining permission, licenses, work permits and visas to perform if necessary.
10. Customer shall be responsible for obtaining any necessary licenses, permits and payment of applicable licensing fees including, without limitation, performing rights fees.
11. If Artist cannot fulfill their obligations due to reasons beyond their control, such as transportation failure, strikes, riots, natural disasters, severe weather conditions, illness or Acts of God, inability to obtain

licenses, permissions, work permits or visas, they may cancel this agreement without any obligation to the Customer.

12. All media, including images and recordings, of Artist taken during performance will be provided by the Customer to the Artist upon completion of contract. This includes, but is not limited to, third party media companies hired by the Customer to be involved in the event

13. a. Booking deposit of 50% total fee will either be processed via Electronic Funds Transfer (EFT), Cheque, Money Order or PayPal within 14 days of booking submission.

b. Remainder balance will be processed via Cash, EFT, Cheque, Money Order or PayPal within 28 days of completion of contract. Balances beyond this will be increased by **15% every 28 days**.

14. Customer and Artist agree that Artist's performance will begin at the time stipulated at the beginning of this contract. Customer is provided 20 minutes of waiting time after the scheduled start time. If waiting time exceeds 20 minutes past the scheduled start time Artist reserves the right to charge Customer a Waiting Time Fee, which will, for the avoidance of doubt, include the first 20 minutes. The **Waiting Time Fee will be \$240.00/hour**, prorated in 10 minute intervals.

15. a. Should the Customer choose to cancel the services of Artist after this contract has been signed, Customer must notify Artist two weeks (14 days) prior to the Performance Date. Failure to do so will require the Customer to fulfill the full payment terms herein.

b. Deposit payments are forfeited should the customer cancel for any reason after the signing of this contract.

16. Customer shall fulfill responsibilities outlined in emails and logged communications leading up to booking submission.

17. This is the entire agreement between the parties and any additions or deletions to this contract must be signed by both parties in order to be valid.

18. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

If this reflects your understanding of our agreement, you verify your understanding by ticking the **I AGREE TO THE BOOKING TERMS** box on the booking page.