



The Love Rats
Mr Paul Farrell
61 Park Rd
Lytham St Annes
Lancashire
FY8 1PW

The Love Rats Appearance Agreement

THIS AGREEMENT is entered into this ____ day of _____ 20____, by and between the Performance Group (“The Love Rats”) and Buyer identified below (collectively, the “Parties”). IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages The Love Rats to provide a Performance upon the following terms:

1) Performance Group Name: The Love Rats

2) Members of Performance Group:

Paul O’Neill
Iain Moore
Paul Farrell
Ryan Brooks

(The Love Rats lineup may change to accommodate illness and unforeseen circumstances with professional stand in musicians. This is to ensure your event is not hindered in any way.)

3) The Love Rats Member Contact: Paul Farrell

Name and Address:

Paul Farrell
61 Park Road
Lytham St Annes
Lancashire
FY8 1PW

4) Number of Performers in The Love Rats: 4

5) Buyer Name and Address.

6) Place of Performance.

7) Date of Performance. _____

8) Time of Performance. _____ a.m./p.m. until _____ a.m./p.m.

9) Performance Content. The Love Rats and all of the above identified Members shall perform a performance of the type generally designated as _____ at the date, time and place listed above. The Performance shall last at least _____ hours _____ minutes, including set breaks listed below. Please view www.theoverrats.com for an up to date list of repertoire.

10) Band attire will be black shirts, black trousers and red ties unless otherwise agreed prior to performance. When performing during day events, the band will wear appropriate attire pre discussed with the buyer prior to the event.

11) All of the equipment owned and operated by The Love Rats is PAT tested and adheres to all relevant safety criteria. Full liability insurance is also held and all certificates can be provided to the venue upon request.

12) Teardown of equipment will commence on the end of the event and will last approx 1 hour.

13) Permits. Buyer warrants and represents that it has obtained all approvals, permits, licenses and/or variances necessary for the Performance.

14) Please note that some venues have strict noise levels that the band must adhere to. This does not cause The Love Rats a problem but please check with your venue to establish if they have a required decibel limit that the band must perform under. This will help the band in choosing the correct equipment to use in the performance.

15) The Love Rats may at times may experience restrictions placed upon them by venues with regards to sound levels, setup arrangements performance times etc. If for any reason this effects the performance it is the buyers responsibility to take this up with the venue.

16) The Love Rats require a performance space area of 20 feet by 10 feet with 4 electrical outlets within 25 feet of the area. It is the venues responsibility to ensure that the space is clear prior to the bands arrival and that all electrical outlets are in good working order and sufficient for the performance.

17) Breaks. The Love Rats shall have ___ break/s, averaging _____ each.

18) Performance Fee. Buyer shall pay The Love Rats a Performance Fee of _____ as follows:

- Upon execution of this Agreement, Buyer shall pay to The Love Rats a Non Refundable Deposit of 50% _____. (Cheque made payable to The Love Rats)
- Prior to the Performance, Buyer shall pay to The Love Rats the Non Refundable Balance of _____. (By Cheque, The Love Rats must receive balance 14 days prior to the event or in the form of cash on the day, prior to the performance.)
- Payment shall be in the form of cash or cheque and be paid to:

The Love Rats
61 Park Road
Lytham St Annes
FY8 1PW

19) Promotion. Buyer shall be responsible for promotion of the Performance. The Love Rats shall provide Buyer with a press kit and camera-ready copies of The Love Rats promotional materials. (If required)

20) Sound and Set-Up. At least _____ hours prior to the Time of Performance, the Buyer shall provide The Love Rats and their designated representatives sufficient access to the Place of Performance for set-up and sound check. If the venue is free to load into any earlier, please inform the band to ensure a smooth turnaround. If you require the band to set up between wedding breakfast and evening reception please inform the band prior to the event.

21) Security. Buyer shall take reasonable precautions for the safety of The Love Rats and The Love Rats equipment before, during, and after the performance.

22) Termination. Either Party may refuse or terminate the Performance due to violation of any law or regulation by the other Party, or any situation that the Party reasonably believes may be hazardous to any person or property.

23) Insurance. Buyer warrants and represents that it has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of The Love Rats at the Place of Performance.

24) Accommodations. Buyer shall provide each member of The Love Rats with:

- Reasonable amounts of free water during the Performance
- ____ Free meals on the Date of the Performance.
- ____ Tickets to the Performance.
- Lodging _____
- Transportation Costs of _____

25) Cancellation. If Buyer provides written notice of cancellation of this Agreement to The Love Rats Member Contact at the address listed above, by writing, the Parties shall promptly take the following actions:

Date Buyer provides written notice of cancellation. Action required

- Upon cancellation The Love Rats retain the Deposit and is not further obligated to the Buyer
- Within one month of the Performance The Buyer promptly pays The Love Rats full balance of Performance Fee.

The obligation of the Parties shall be excused by detention of key personnel by

sickness, accident, riot, strike, epidemic, act of God, Force Majure or any other legitimate condition beyond the control of the obliged Party. If such circumstances arise in the case of The Love Rats, The Love Rats shall, at its discretion, obtain replacement personnel, or shall refund the Deposit to the Buyer. If such circumstances arise in the case of Buyer, Buyer shall, at its discretion, obtain a reasonably similar replacement venue available on the Date of Performance, or shall comply with the notice of cancellation provisions described herein. Neither Party shall be liable for indirect, special or consequential damages arising from any breach of this Agreement.

26) Merchandise. The Love Rats shall, at its option, sell albums and other promotional material on the premises during the Performance, retaining all proceeds associated therewith.

27) General. This Agreement will be governed by, and construed in accordance with the laws of the United Kingdom, without giving effect to the principles of its conflict of law provisions. The Parties to this Agreement agree and consent to the jurisdiction of and venue in the courts of the United Kingdom in all disputes arising out of or relating to this Agreement. In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and effect. The failure by either Party to act with respect to a breach by the other shall not constitute a waiver of the right to act with respect to subsequent or similar breaches. This Agreement constitutes the entire Agreement between the Parties.

28) Additional Provisions. The Parties agree to the following additional terms:

I have read and agree to all terms as written in this Agreement.

Buyer

By _____

Date _____ Print Name _____

The Love Rats

By _____

Date _____ Print Name _____