



Website: <https://dogboxrecords.com>

Phone UK: +44 7908 695180

Phone SA: +27 64 537 1466

Head Office: Parton Grove, Weston Coyney, Stoke-on-Trent, Staffordshire, ST3 6EJ, United Kingdom

South Africa Office: Brenda Street, The Reeds, Centurion, Pretoria, 0157, South Africa

Booking Contract

Terms and Conditions

Dogbox Records is the trading name for Dogbox Records Ltd. For the purposes of this document, Dogbox Records/Dogbox Records Ltd shall be referred to as “the Agent”. The term “Artist” is not specific to a single performer, but a generic term that applies to all performers, entertainers, DJs, band members, duos and solo artists. The term “Client” refers to the person who has booked the performance.

The Agent acts as an agent between the Artist and the Client. The contract is between those two parties. Any responsibility for the fulfilment of this contract is between the Artist and the Client. The Agent accepts no liability for non-fulfilment or breach of contract save any breach of the Agent’s Responsibilities.

These are the terms and conditions of booking. By agreeing to the booking verbally, by email or in writing, the Client or Artist agree to these terms. This document may be used in conjunction with a Rider and/or contract. It is divided into sections to draw special attention to each party’s responsibilities, however, it should be read in its entirety by all persons involved in the booking process to gain an overall understanding of what is expected of each party.

Client’s Responsibilities

- The Client agrees that it is their responsibility to ensure all relevant music licences, insurance policies and safety tests are obtained before any live music is booked and that there are no volume restrictions at the venue that might prevent the Artist from performing. If the performance is cancelled for one of these reasons then the Artist will be entitled to their full fee.
- The Client will not book directly with the any Artist introduced, booked or recommended by the agent. All future bookings will be negotiated through Dogbox Records.
- The client shall use reasonable endeavour to procure a safe supply of electricity and the security of the artists and their equipment and property at the venue.



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- In case of an emergency, evacuation procedures and first aid, security, police are the responsibility of the client and must be explained to the artist before the show.

Payment.

50% of the fee immediate. This will act as confirmation of the booking once funds are cleared. The rest as per the Event information sheet. However full payment must be made before the show.

- If the Client does not want to keep the booking, after an agreement has been made, and cancels the Artist, the following fees will apply:
 - More than 60 days before the performance date – 25% of the fee.
 - Between 60 and 30 days of the performance date – 50% of the fee.
 - Between 29 and 15 days of the performance date – 75% of the fee.
 - Between 14 days until the day of the performance – 100% of the fee
- The Client shall not make or permit the making of any audio and/or visual recording or transmission of the Artist's performance without the prior written consent of the Agent. This include any form of photographic material. The client may use any of the above for any future advertising or promotion, once consent was given and approved by the agent
- If the Client fails to meet the payment terms set out on the Event Information Sheet, then the Artist is entitled to refuse or terminate the show and the full agreed sum would still be payable.
- If the Client wishes to pay the fee by cheque this must be arranged via the Agent in advance. Payment will only be deemed as made once the said cheque has cleared in our bank account.
- The Client will provide parking facilities suitable for the Artist performing, and a trustworthy person to supervise the loading and unloading of vehicles for the security of the Artist's equipment. If the venue does not have parking facilities then the Client should inform the Agent at the time of booking so that alternative arrangements can be made. Failure to provide this information will mean that the Artist is entitled to a payment on the night to cover parking fees if applicable. This does not include parking fines.
- It is the responsibility of the Client to ensure that the Artist does not suffer any aggressive or abusive behaviour. If the Client is aware of any such behaviour from guests or staff, and



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- that behaviour is allowed to continue, then the Artist may terminate the performance and will still be entitled to their fee, in its entirety.
- Any alterations to these terms and conditions should be agreed between the Artist and Client via the Agent. These must be put in writing.
- If the Client or venue provide a stage, it must be of suitable proportions to accommodate the Artist. This stage should be stable, safe and of good quality.
- The Artist is under no obligation to play additional sets; however, if an agreement is reached on the night, between the Artist and the Client, then the Artist will be entitled to charge a fee based on an hourly rate. This rate will be calculated from the fee and set times agreed before the performance. This additional fee is due in cash on the night.
- The Client and the Artist agree that the equipment and instruments of each musician performing at the event are not available for use by any other person except by specific permission of the musician, this includes microphones.
- The use of the sound system is exempt from this and each artist and their sound engineer (when applicable) will collaborate with the clients sound engineer before the show and during rehearsals to get the correct and best sound for each act. The artist may use additional sound equipment if deemed necessary to obtain sound quality. This would be the artists own equipment, or supplied by the agent.
- If supplied the lighting and special effects if used are the responsibility of the client. Any such equipment must be safe, fully working and in no way interfere with the artists performance.
- If the Artist is unable to complete their entire performance due to the event running behind schedule or as a result of a restriction placed on their performance on the day from the venue, full payment is still due to the artist.
- If the Artist's performance is below their usual standard or "energy level" due to the constrictions of a volume limiter they are still entitled to their full fee.



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Artist's Responsibilities

- The Artist's fee is outlined on the Event Information Sheet. The Artist agrees that this fee is inclusive of all expenses, unless otherwise detailed on the Event Information Sheet.
- The Artist should perform at their highest standard and give a true representation of their recorded material.
- Stage area should be kept safe, clean and neat at all times.
- The Artist must not drink alcohol excessively before or during the performance or use illegal or banned substances.
- The Artist should arrive with more than enough time to meet the Client, set up their equipment, check any safety requirements of the venue, carry out a brief sound check and be ready to perform. The Artist agrees to the Timings set out in the Event Information Sheet.
- The Artist agrees to be suitably attired for the performance and agrees to adhere to any dress code the venue has in place.
- The adjustment of the volume and sound level of any equipment shall be as the Client reasonably requires. Please see the section on the Event Information Sheet relating to volume limiters.
- It is the responsibility of the Artist to provide any equipment they will need to perform, including a PA system powerful enough for the venue. If the venue has an "in house" PA system, it is the responsibility of the Artist to check what equipment they will need to bring and provide everything necessary to work with the equipment supplied by the venue. The artist and their sound engineer (when applicable) will collaborate with the clients sound engineer before the show and during rehearsals to get the correct and best sound for each act. The artist may use additional sound equipment if deemed necessary to obtain sound quality. This would be the artists own equipment, or supplied by the agent.



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- It is the responsibility of the Artist to provide lighting and special effects suitable for the venue if requested to do so by the Client.
- The Artist will not book any performances directly with the Client or any person or venue associated with the Client. The Artist agrees that any opportunity, arising from a performance booked through the Agent, should be negotiated through the Agent.
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- No promotional or marketing literature with details or contact information for the Artist should be handed out before, during or after the performance at the venue or to any person who has seen the band perform at the venue. If any potential client approaches the Artist the only contact details they will pass on are those of the Agent.
- Should the Artist wish to cancel or rearrange the performance this will only be possible if the Agent or the Artist can find a suitable replacement Artist who must be approved by the Client.
- Should one member of a band be unable to perform, for whatever reason, it is the responsibility of the band to find a suitable "dep" or understudy. The stand in must be of a high enough musical calibre to deliver a performance to a similar standard as the Artist's usual show. The use of a dep musician is not grounds for the Client to cancel the performance and the band will be entitled to their fee in its entirety unless the member of the band unable to perform is a "celebrity".
- No fee shall be payable to the artists for a suspension of this engagement for the reason of: Royal Demise, National Mourning, Fire, Epidemic, War, Strikes, lockout or by reason or order of any Licensing or Public Authority, however, the deposit will be paid to the band to cover the cost of the cancellation.
- The Artist is under no obligation to play additional sets, however, if additional sets are negotiated on the night the Artist must remind the Client that there will be an additional charge for this, the fee will be calculated based on the overall fee divided by the number of sets.



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Agent's Responsibilities

- The Agent will offer help and advice in the negotiation process with both parties and act as a "Go-between" in the build up to the event.
- The Agent agrees to provide the Client with a high standard of musician suitable to entertain the guests at the event; however, ultimately, everything within the performance is the Artist's responsibility. This includes, but is not limited to: arriving at the venue on time, working to a high standard, performing for the agreed length of time, playing suitable music for the clientele, providing good quality, safe and working equipment and behaving in a professional manner.
- The Agent will not send an Artist with whom he has no previous experience, without prior agreement from the Client.
- In the unlikely event that an Artist does not meet the expectations of the Client, then the agent will endeavour to replace any future performances with a more appropriate act.
- If the Artist cancels the performance, the Agent must try to find a suitable replacement as quickly as possible. If no suitable replacement is available, then the Agent accepts no liability; however, he must take all reasonable steps to replace the Artist from inside and outside of his usual Artists.

Advertising and Merchandise.

All parties agree as per forms Booking Enquiry and the Event Information Sheet.

Indemnification

It is hereby agreed that neither the agent nor the artist will be held responsible for any injury or damage caused either by or to any person (s) attending the show.



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Client:

Full Name: _____ Signed: _____

Date: _____

Artist or On behalf of band where applicable:

Name: _____ Signed: _____

Date: _____

On behalf of Dogbox Records:

Name: _____ Signed: _____

Date: _____

PLEASE SIGN & RETURN ONE COPY OF THIS CONTRACT WITHIN 7 DAYS
