



LINDSEY WARFORD
PROFESSIONAL HARPIST

TERMS & CONDITIONS

- It is understood that Lindsey Warford and the Musician(s) thereof will execute this contract as independent contractors and are not employees of the Purchaser. This contract may not be cancelled nor amended without written approval of both parties at least 120 days prior to performance. In case of delay or detention in transportation or inability to fulfill this contract due to illness, accident action or ruling government authority, or act of God, it is agreed that there shall be no claim for damages by either party. Otherwise, Lindsey Warford shall be entitled to retain the full deposit.
 - In the event of sickness or of accident to any member of Lindsey Warford or if a performance is prevented, impossible, or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, war condition or emergencies or any condition or cause beyond the control of Lindsey Warford or Purchaser it is understood and agreed upon that there shall be no claim for damages by either party to this contract and Lindsey Warford's obligation as to such performances shall be deemed waived. In the event of such non-performances for any of the reasons stated in this paragraph, the monies (if any) advanced to Lindsey Warford shall be returned in full.
 - Unexpected delays, **late cancellations (120 days or less in advance of the performance date)**, interruptions, or preventions of performance caused by inclement weather, the performance venue, employees of the venue, or other event vendor (caterers, other performers, etc) **shall not be considered the fault of Lindsey Warford, and full payment of the agreed-upon amount of compensation, and/or applicable overtime, shall be made notwithstanding**, provided Lindsey Warford is ready, willing, and able to perform pursuant to the terms within this contract.
 - All deposits are non-refundable. A cancellation (submitted in writing) initiated by the Purchaser more than 120 days in advance of the performance date is exempt from pending balances due to Lindsey Warford. If the cancellation is initiated 120 days or less advance of the performance date, Purchaser shall be liable for full payment.
 - If Lindsey Warford is required to continue to perform beyond the specified end time, an overtime rate of \$25 per musician for every 15 minutes overtime will be charged. With the exception of a wedding ceremony only performance, this rate will only be charged if Lindsey Warford has been specifically requested to continue by the Purchaser (or other party authorized by Purchaser). In the event of overtime for a wedding ceremony, Lindsey Warford will make every effort to gain authorization for overtime performance, unless the ceremony is in process. If obtaining such authorization is not practical, overtime shall automatically apply. Payment for any overtime shall be paid by Purchaser immediately after any extended performance ends, in addition to any other payment balance then due.
 - In the event that Lindsey Warford is engaged to perform for a wedding ceremony only, if the Purchaser (or other party authorized by Purchaser, see below) has not made a specific verbal or written request for a relocation following the ceremony, the performance will be deemed complete once the ceremony has completed (the ceremony itself is to be deemed complete after the recessional of the bridal party) and all guests/audience members have departed the performance area. For indoor performances, the performance area is defined as the room in which the ceremony has taken place. For outdoor performances, the performance area is defined as the vicinity of a 50 foot radius of the performers themselves. If relocation has been requested, the performance shall be deemed complete after the amount of time specified within this contract.
 - "Adequate Shelter" is defined by the provision of conditions conforming to the following points:
 - NO precipitation of any sort may be allowed to reach the performer, and especially their equipment.
 - Reasonable protection from strong sun, winds and wind gusts should be provided.
 - Ambient air temperature of between 60 and 100 degrees Fahrenheit
- Purchaser shall be responsible for making provisions for shelter for outdoor performances, unless otherwise agreed upon by both parties. Lindsey Warford retains the right of refusal to perform (retaining compensation) in any engagement, if provisions are deemed inadequate at the time of performance by Lindsey Warford. Contact Lindsey Warford for more information.
- It is further agreed that as an independent contractor, Lindsey Warford assumes all liability and will hold the Purchaser blameless for any accident or injury to person or property which may occur due to the fault of any member of Lindsey Warford or any person authorized by Lindsey Warford to help, assist, supervise, or observe the performance including but not limited to any individual who assists in setting up and/or breaking down equipment by Lindsey Warford.
 - The Purchaser shall provide funds to replace (within seven days of the incident) any equipment that is lost or damaged as a result of the negligence of the Purchaser, or those in attendance of the performance, if such damage is not covered by insurance.
 - A \$50 fee will be charged on returned checks. Purchaser shall be exclusively liable for any costs, including legal fees, related to collection of any funds due to Lindsey Warford.
 - Venue for any legal disputes shall be the state or federal courts of New York, NY.
 - This Agreement contains the entire understanding between the parties hereto and supersedes all prior representations, agreements, and understandings, whether written or oral.