



CONTRACT FORM

This contract is made this day of

1. Name and Address of Place of Engagement

2. Name of Purchaser:

3. Name of Contractor

4. Date (s) and Starting Time:

5. Type of Engagement:

6. Compensation Agreed Upon

7. Method of Payment:

8. Signed Contract is Due Back no later than:



9. Contractor shall provide:

- A. Presentations as specified in Item #5 by primary artist and supporting musicians.
- B. Contractor shall be available for CD sales & signing following presentation.
- C. Contractor shall provide a standard publicity package to include at least one (1) 8x10 glossy photograph (no lithographic prints or computer generated and printed output, please) – or - high resolution digital photograph in JPEG or TIFF format, current press and biographical information. Downloads from web site are acceptable and highly encouraged.
- D. Assistance with the promotion of this event via website and email list of regular patrons.
- E. Additional information as required to assist with the planning and promotion of this event including stage layout and technical information sheet for sound reinforcement.

10. Purchaser shall provide:

- A. Compensation as stated previously in this contract. All compensation shall be in U.S. Dollars.
- B. Adequate dressing room facilities to accommodate the primary artist.
- C. 100% star billing in all advertising pertaining exclusively to the artist's portion event. Co-billing on all other advertising pertaining to the entire Festival.
- D. Ten complimentary guest passes for concert performance.
- E. Steinway Concert Grand Piano, tuned to A440 prior to the concert performance, if required
- F. All necessary equipments required in the tech rider provided by the contractor.

11. Indemnification:

- A. Dhvani Academy shall defend, indemnify and hold the Contractor harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Whittier College, its officers, agents or employees.



- B. The Contractor shall defend, indemnify and hold Dhvani Academy, its officers, employees or agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor, or those acting on his behalf.
- C. The Contractor is an independent contractor, not an employee of Dhvani Academy, and Dhvani Academy is not responsible for Worker's Compensation Insurance.

12. Cancellation by Contractor:

In the event of cancellation by Contractor, he/she shall reimburse Purchaser for all of its out of pocket expenses with the same to occur within thirty days of being presented with documentation of the same.

13. General Terms:

- A. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys fees, including fees incurred arising out of an appeal of any lower court ruling.
- B. Any action arising out of this Agreement shall be interpreted in accordance with the laws of the State of California.
- C. In the event it becomes necessary to obtain the interpretation of any court as to the terms of this Agreement, the same shall be given a reasonable interpretation and no consideration shall be given as to which party may have drafted the same.
- D. This Agreement constitutes the final and complete agreement between the parties. It is intended as an integrated and final statement of the agreement between the parties and it supersedes all prior agreements, negotiations, or representations between the parties.
- E. This Agreement may only be modified by a subsequent writing executed by the party to be charged.
- F. In the event any provision of this Agreement is deemed unenforceable, said provision shall be deemed severed and the remainder of this Agreement shall remain in full force and effect.



- G. Notices, materials, papers or process which may be required to notify either party of the pendency of a claim or dispute or to initiate a court action to enforce this contract, shall be served by certified mail, return receipt requested, without necessity of personal service or other form of notice. All other notices, materials, papers or process that may be required to conduct legal business may be served by regular first class mail.

14. Recording of the Performance:

- A. No portion of the performance, except as noted in paragraph B in this section, may be broadcast, photographed, recorded, filmed, taped or embodied in any form for any purpose of reproducing such performance and Purchaser agrees that it will not authorize any such recording without prior written consent of the Contractor.
- B. Contractor shall allow the Purchaser to record the event for archival purposes only; shall allow still photography of the performance by the Purchaser for promotional purposes; and shall allow up to 5 minutes of video to be recorded for promotional purposes. Copies of all recordings shall be provided to the Artist upon request.

15. Force Majeure:

If the performance is prevented, rendered impossible or unfeasible, by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of utilities or transportation services, war conditions or emergencies, or any cause beyond the control of the Purchaser or the Contractor, it is understood and agreed that both shall be relieved of all obligations hereunder with respect to such performance and neither shall have claims of any kind or nature against the other relating to such obligations. Inclement weather shall not be deemed to be a force majeure.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and/or seals on the day and year written below.

ABHIJIT BANERJEE _____

(signature) (signature)

Dhwani Academy _____
1275 N. Chrisden Street, APT. H202
Anaheim, CA-92807 _____

(714) 445 2897 (_____) _____ FAX: (_____) _____
www.dhwaniacademy.net/com/org tabla_abhijit@yahoo.com