

An Agreement

1) An agreement _____, Tualatin OR, and Matt Kirk Jazz (Kirkendall), a musical performance entertainment group represented by Matt Kirkendall, Wilsonville OR.

2) Performance:

Matt Kirk Jazz promises to perform on the dates, times, locations and considerations shown below:

Booking number:	Date of performance:	Hours:	Fee:	Location:

Total Agreement Value: \$0000

Event Description:

Inclusion: Acoustic jazz trio prior to wedding ceremony, band relocation to stage after ceremony, continuance with vocal jazz consisting of five musicians to include saxophone, female vocalist, bass, keyboard and drums. Performance is completed at _____.

3) The above performance dates are a promise and not a condition. No conditions are expressed or implied between the Parties upon the satisfaction of the performance or of the premises where the performance is due.

4) Reliance:

Matt Kirk Jazz promises the availability and intent to appear and fulfill the performance date listed in paragraph 2. Both parties reserve the right to cancel up until forty-five (45) days prior to the scheduled date of the promised performance by Matt Kirk Jazz for any reason and forfeit all right to collect reliance damages. Cancellation by _____ within forty-five (45) days of the scheduled date of the promised performance by Matt Kirk Jazz for any reason will immediately allow the collection of reliance damages in the amount equal to 50% (fifty percent) of the fee for the scheduled date to be paid to Kirkendall within ten (10) days of the cancellation notice.

5) Breaks:

_____ grants Matt Kirk Jazz options to fifteen (15) minute performance breaks at forty-five (45) minute intervals during the course of performance.

6) Conversions and Assignments:

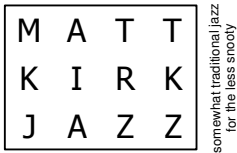
This agreement is enforced with the named individuals and may not be assigned to another party without consent of Kirkendall or their Agents. This agreement represents a private, not for public, performance only.

7) Guests:

As customary with private performances and at the sole discretion of _____, Kirkendall may make requests to allow prospective customers access to hear and see the band perform. These requests will be made in advance of the event and meet all conditions placed by _____.

8) Deposits:

A deposit in the amount of \$000 (000) is required to secure the promised date and invoke this agreement. Deposits are held until the date of the performance and applied to the "Total Agreement Value" identified in Paragraph 2, or are applied to the reliance fee defined in Paragraph 4 when a performance is cancelled. Deposits are not refundable under this agreement.



- 9) Payment for services is due in full (less prepaid deposits) on or before the date of performance. Payments are to be made in cash or other unrestricted funds.
- 10) This agreement is the embodiment of the entire agreement and shall not be superseded or augmented by any oral or written agreement claimed by either party.
- 11) All addendum's and written paragraphs attached to this agreement shall supersede or augment any terms or conditions contained in this agreement if signed by both parties.

Matt Kirk Jazz Representative
Matt Kirkendall
7029 SW Cedar Pointe Drive
Wilsonville Oregon 97070

Representative
Agent for named contractor (if
applicable)_____

Date

Date