



Reginald R. Woods President & CEO  
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### Woody Woods Workin' Music LLC Contract

I have reviewed and agree to all the terms and conditions outlined on the back of the "Woody Woods Workin' Music LLC Contract."

Name: \_\_\_\_\_ Company: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ E-mail: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ (Work) \_\_\_\_\_ (Fax) \_\_\_\_\_  
 Type of Event: \_\_\_\_\_ Guest(s) of Honor: \_\_\_\_\_ # of Guests \_\_\_\_\_  
 Date of Affair: \_\_\_\_\_ Time: \_\_\_\_\_  
 Place of Affair: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Total Price** \_\_\_\_\_  
 1<sup>st</sup> Deposit: \$ \_\_\_\_\_ (Due upon contract signing)  
 2<sup>nd</sup> Deposit: \_\_\_\_\_ Due on (Date): \_\_\_\_\_  
 Balance: \_\_\_\_\_ Balance is due 21 Business days prior to performance date in cash or personal check  
 Overtime: \_\_\_\_\_ (Per hour or part thereof)

Make all  
 Checks  
 payable to  
 Woody  
 Woods  
 Workin'

**Certified Authorization Information**

Credit Card Number: \*PLEASE CHECK ONLY\* \_\_\_\_\_  
 Expires: \_\_\_\_\_  
 Type: (circle): VISA / MASTERCARD / AMEX

**Please note:** Woody Woods Workin' Music LLC accepts credit cards for first deposit only. Credit cards will not be accepted for balance payments. I hereby authorize Woody Woods Workin' Music LLC to charge my credit card in the amount of \$ \_\_\_\_\_

3 Digit # on back of Card: \_\_\_\_\_

Address (Zip Code) of Card Holder:

BALANCE IS DUE 21 BUSINESS DAYS PRIOR TO PERFORMANCE TIME IN CASH OR PERSONAL CHECK.\* IF BALANCE IS NOT PAID 21 BUSINESS DAYS PRIOR TO PERFORMANCE A CERTIFIED BANK CHECK IS REQUIRED.

Music

I have reviewed and agree to all the terms and conditions outlined on the back of the "WOODY WOODS WORKIN' MUSIC LLC CONTRACT."

\_\_\_\_\_

**For the Following Entertainment Services:**

Name of Entertainment:	Start & Finish Time:	Price \$
Cocktail Instruments:	Start & Finish Time:	Price \$:
Other Services:	Start & Finish Time:	Price \$:

Contract Notes: \_\_\_\_\_

Event Contact & Cell #: \_\_\_\_\_

I have read and agree to all the terms and conditions on both sides of this contract and understand that client must feed the musicians.

Accepted by:

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Woody Woods Workin Music

Representative Signature: REGINALD R. WOODS Date: \_\_\_\_\_

Woody Woods Workin' Music LLC Thanks You for your business!

228 Hancock Street  
 Brooklyn, NY, 11216-2126

## SHALL NOT TO BE CHANGED OR MODIFIED

### TERMS AND CONDITIONS

- This Contract, at Woody Woods Workin' Music LLC option, shall only be valid when signed by the Client and returned with the deposit within Five (5) Business days from the date that Woody Woods Workin' Music LLC signs this Contract.
- ACCEPTANCE OF A CREDIT CARD PAYMENT BY WOODY WOODS WORKIN' MUSIC LLC IS ONLY VALID FOR THE FIRST DEPOSIT. CREDIT CARD USE AS A FORM OF PAYMENT IS CLIENT'S CONSENT NOT TO UTILIZE THE DISPUTE PROCESS MADE AVAILABLE BY THE CREDIT CARD COMPANY IN ANY MANNER OF DISCREPANCY OR DISPUTE CLIENT MAY HAVE WITH WOODY WOODS WORKIN' MUSIC LLC FOR ANY REASON WHATSOEVER.
- The balance due hereunder must be received by Woody Woods Workin' Music LLC not less than Twenty one (21) business days prior to event by personal check and if such payment is made within Twenty one (21) business days of the event such payment must be made by certified or bank check or money order in order for Woody Woods Workin' Music LLC to be obligated to meet its obligations hereunder. If Client chooses to wire the balance due, the Client must notify the office (Client coordinator) that payment will be wired and obtain wire instructions from our office.
- This Contract shall remain binding irrespective of weather conditions. In the event additional costs are incurred by Woody Woods Workin' Music LLC relating to a early setup and delivery of equipment for a requested Sound Check or due to inclement weather interfering with Woody Woods Workin' Music LLC ability to perform and produce the event, Client will be notified and be responsible for additional costs incurred by Woody Woods Workin' Music LLC not to exceed ten (10%) percent of the contracted amount. However, if a venue is a Union Facility then client will be responsible for charges incurred to execute the event. In the event of rain or lightening during an outdoor event, Woody Woods Workin' Music LLC, in its sole discretion, may terminate its obligations hereunder. Based upon advanced warning of imminent snow storm or rain, if the event is cancelled, then event may be rescheduled on an agreed upon date by Client and Woody Woods Workin' Music LLC. Other Additional Expenses that may be incurred as the client gets closer to deciding on final logistics: (A) Early Set Up of Sound PA - exceeding our 3 hour set up window @ \$500 (B) Difficult Load into venue or a 1 hour or less turnaround in main reception room requires additional staff @ \$250 each (C) All Residential or new Venues require a Mandatory Site inspection @ \$200 (D) Early Set up of Backline Equipment for Sound Check is \$100 per a Musician. (E) Performances in main reception room are based on up to 4 hours of music and additional performance time will be prorated.
- If the Client cancels the event or this Contract more than nine (9) months prior to the event for any reason whatsoever, any and all monies paid hereunder by the Client is not refundable. In the event this Contract or the event is cancelled less than nine (9) months prior to the event, all monies paid hereunder are not refundable and Client will be responsible to pay Woody Woods Workin' Music LLC the remaining balance of this Contract.
- Woody Woods Workin' Music LLC shall not be liable for any damages for nonperformance of this Contract by reason of Force Majeure, including but not limited to, any act of terrorism, fire, flood, earthquake, severe weather event, strikes, labor disputes, accidents, power failure, illness or any other cause beyond Woody Woods Workin' Music LLC reasonable control or by orders or regulations of any governmental authority, failure of equipment, fuel, water, gas or electricity supply, air conditioning equipment or any other facility at the event venue.
- In the event it becomes necessary for Woody Woods Workin' Music LLC to retain legal counsel in order to enforce the terms of this Contract, Client hereby agrees to pay any and all reasonable attorneys fees and costs incurred by Woody Woods Workin' Music LLC.
- Woody Woods Workin' Music LLC liability hereunder, for any reason whatsoever, except gross negligence, shall be limited to the amount of monies paid hereunder by the Client.
- Photographs and videotapes taken by or provided to Woody Woods Workin' Music LLC become the property of Woody Woods Workin' Music LLC and Woody Woods Workin' Music LLC reserves the right to use the aforementioned media for promotional material and for view by prospective Clients. Woody Woods Workin' Music LLC is not responsible for lost, stolen or damaged videos, tapes, CDs, film, photos or slides or any Client provided materials. If Woody Woods Workin' Music LLC is contracted to do a video it is not responsible for lost, stolen or damaged videos, including the master video.
- Request for a specific performer is subject to the availability of that performer on the day of the event. Woody Woods Workin' Music LLC cannot be held responsible for circumstances beyond its control. Such request for a specific performer shall be a REQUEST only, NOT a guarantee even if such performers name appears on this Contract. This Contract is specifically NOT conditioned upon compliance with any requests made by Client, including but not limited to, specific performer requests and specific music requests. If a switch of a musician hired for the event is necessary, Woody Woods Workin' Music LLC reserves the right to make any necessary replacements to the musical group hired to ensure the quality of the group performance herein promised.
- Power requirements. Typically, Woody Woods Workin' Music LLC requires six (6) dedicated 20 AMP circuits in order to perform. Client agrees to advise the event venue of Woody Woods Workin' Music LLC requirements in advance so that if additional power is required, it may be coordinated and any additional costs will be the responsibility of the Client.
- Client is responsible for providing meals and a green room for Woody Woods Workin' Music LLC performers and staff. Green Room for band is used prior to and during the event. Waters, sodas, tea, coffee, snacks upon arrival, sandwiches and hot meals to be served in room.
- Any changes to either the time or location of the event as specified on this Contract are subject to the discretion of Woody Woods Workin' Music LLC and may lead to additional fees to the Client in order for Woody Woods Workin' Music LLC to meet the requested changes.
- Notwithstanding that a salesperson from Woody Woods Workin' Music LLC signed the front side of this agreement Woody Woods Workin' Music LLC shall have the right to review and cancel this agreement within three (3) business days of receipt of this Agreement signed by you. If Woody Woods Workin' Music LLC does not cancel this agreement within the (3) business day period, this contract shall be binding upon the parties.
- This Contract shall be governed by the laws of the State of New York and shall be construed and enforced in accordance with the laws of the State of New York.