

# PERFORMANCE AGREEMENT

## Brownman 's HALLOWEEN THRILLER 2023

This agreement serves as a contract between Drom Taberna (the “**Venue**”) and Brownman Ali (the “**Artist**”).

**Outlined below are the expectations, terms, and details agreed upon by the Venue and the Artist**

**Performance Date:** Monday October 30th, 2023

**Performance Start Time:** 7:00pm

**Sets:** 2x75min

**Pay\*\*:** \$100/band member (\$400 guarantee)

**Stage:** Indoor

**Location:** Drom Taberna (458 Queen Street West, Toronto ON, M5V 2A8)

### **The Venue will provide:**

- **PA system** - Including Mixer, Speakers, Monitors, Microphones, Cables, Stands, etc.
- **Backline** - Upright Piano, Guitar Amp, Bass Amp, Drumset (Kick Drum, Kick Pedal, High Tom, Snare Stand, Cymbal Stands, Thrown).
- **Sound Technician** - To lead set up of PA system, sound check Artist, and live mix performance.

### **The Artist will provide, at least 7 days before the performance:**

- **Bio** - A short bio/blurb about the Artist (50-250 words).
- **Photo** - A photo of the Artist to be used for promotional purposes.
- **Input List\*** - A list of singers and/or instruments that will be performing.
- **Stage Plot\*** - A rough sketch outlining who will be on stage, while performing. (Stage plot provided at end of this document)
- **Guestlist** - If you would like a guestlist you **MUST** notify AND receive confirmation of spots available/requested. Guest information provided less than 48 hours prior to the event will not be admitted.
- **\*To be sent to** - [dromtb.sound@gmail.com](mailto:dromtb.sound@gmail.com) - Subject header *Band Name/Date/Time*
- **Photographer/Videographer** - If you would like to bring a photographer and/or videographer to document the performance you **MUST** notify AND receive confirmation from the Venue that a photographer/videographer is permitted. Due to the nature of the Venue, some show times can not accommodate a photographer/videographer.

## Day-Of Details:

- **Sound Check/Arrival Time** - The Artist is to be prepared for a sound check 30 minutes before the start time of the performance. The Artist is encouraged to arrive early enough to load in, unpack, and settle, maybe grab a drink or a bite to eat, in so as to not feel rushed when sound check begins.
- **Tear Down** - The Artist agrees to pack up all gear and vacate the stage in a timely manner to make room for the next performance, and to ensure the Venue's schedule runs on time. This means the artist is required to tear down before doing anything like grabbing a drink, their food, or a smoke break.
- **Timeliness (The Artist)** - The Artist recognizes that failure to arrive on time and/or a failure to begin the performance on time may breach the Venue's trust and may jeopardize future performance opportunities at the Venue.
- **Timeliness (The Venue)** - The Venue recognizes that if the Artist's failure to begin the performance is due to the Venue itself, the Artist will still be entitled to the full compensation.

## Compensation:

- **\*\*Payment Amount** - The Venue will either "Pass the Hat" for tips, or there will be a flat cover charge for all attendees entering the Venue. The Artist will receive 100% of the money collected by the Venue. The Venue will not collect a fee or set a limit/maximum to the amount given to the Artist. NOTE: THIRLLER is normally sold for \$1000, and Misha has always worked hard to try and achieve that figure on behalf of the musicians. Thank you!
- **\*\*Guaranteed Minimum** - In the event that the money collected by the Venue is less than the guaranteed minimum, the Venue will subsidize the compensation to reach that amount. Ensuring that the Artist is compensated the guaranteed minimum, even if the turnout is poor or the audience members do not tip well.
- **\*\*Number of Performers** - Number of performers must be confirmed with the Venue during the booking process. A slight change to the confirmed number of performers will not have a negative impact on the guaranteed minimum. A change deemed large by the Venue may require a modification to the guaranteed minimum. This should be confirmed with management at least a couple of days prior to performance as it could cause stress/confusion to the sound tech (with extra set up) and restaurant employees (unsure of who is included in the food and drink gratis.)
- **Payment Method** -
  - **Sun, Mon, Tue & Wed shows** - To be agreed upon on the day of the performance, unless otherwise decided. (Cash/Cheque/E-Transfer/Etc.)
  - **Thu 11pm, Fri & Sat 2:30am shows** - To be agreed upon on the day of the performance, unless otherwise decided. (Cash/Cheque/E-Transfer/Etc.)
  - **Thu 7/8pm, Fri & Sat 8:30pm & 11:30pm shows** - paid via E-transfer
- **Payment Term** - The Venue agrees to pay the Artist within one week of the performance, unless otherwise discussed between the Artist and the Venue post agreement. E-transfer to: brownman@brownman.com or CASH, whatever's easiest.
- **HST** - If the Artist collects HST, the Artist must submit an invoice including HST #

### Food & Drink:

- **Complimentary Food and Drink** - Starting one hour before the first set begins, and ending one hour after the last set finishes, the Venue will provide (upon request) complimentary meals and beverages to all performers included in this performance agreement.
- **Limitations** - The Artist recognizes that complimentary food and drink is not limited to a fixed amount, but is regulated at the discretion of the bar staff and Venue. There are menu item restrictions for musicians/staff so please ask a server/bartender what is available. If the artist would like something that is not included in the complimentary meal selection, they are still allowed to order but it will be at regular cost.

### Cancellation/Postponement:

- **14+ Days** - To cancel a performance on good terms, the Venue asks that 14 days' notice be given.
- **Less than 14 Days** - In the event that the Artist must cancel within 14 days of their performance (and appropriate reasoning isn't provided - ex. An emergency or an event of utmost urgency), the Artist risks forfeiting future opportunities at the Venue due to a breach of trust; which will be at the discretion of the Venue.
- **Covid-19** - In the event that the performance needs to be rescheduled due to Covid-19 (such as government lockdowns/regulations/restrictions, or an outbreak), the Venue and the Artist will agree on a suitable date and time to reschedule the performance.

By signing below, both the Venue and the Artist acknowledge and agree that:

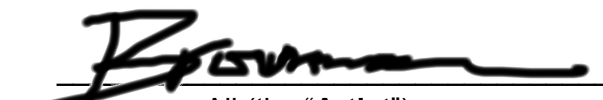
- 1) the terms of this agreement are reasonable and fully understood; and
- 2) that they fully intend to abide by the terms of this agreement,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Drom Taberna (the "Venue")

Oct 5, 2023  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Brownman Ali (the "Artist")

### Band Contact

Phone # in case of emergency: 416-738-9449 (Brownman's Toronto cell)

# QUEEN WEST

