



**Artists of Note** | [artistsofnote.com](http://artistsofnote.com) | 630.557.2742  
 jmurdock@artistsofnote.com | box 11 kaneville il 60144

**Contract/Invoice No.:** 20140707  
**Sponsor's Purchase Order # (if needed):** \_\_\_\_\_  
**Performance Contract and Invoice -** Creole Stomp

This is an agreement, entered into this 18th day of December between Creole Stomp (Artist), through their booking agency, ARTISTS OF NOTE INC (Agent), and City of Gulf Shores (Sponsor) for the following performance and artistic services.

**Performance Date:** Saturday, April 16, 2016  
**Start Time(s):** Start time 4:00 pm, end time 6:00 pm    **Length:** Two 45-55 minute sets, with a short break  
**Services:** Creole, Swamp Pop, Zydeco music for Second Annual Zydeco and Crawfish Festival. Large outdoor event with music, food and dancing.

**Audience:** public, all ages  
**Arrival Time:** tba, at least 45 minutes prior to start time. Note: Due to travel, they cannot start earlier than 2:00 pm on the stage  
**Sound:** Sound system will be provided by Sponsor.

**Venue:** Waterway Village    **Capacity:** outdoors  
**Address:** Zydeco and Crawfish Festival Gulf Shores, AL  
**Venue Web Site:** <http://www.gulfshoresal.gov>  
**Public Information/Box Office Phone:**  
**Box Office E-mail (Public):**  
**Contact Person:** Erica Bassett 251-968-1434 direct#  
**Sponsor (private) Contact E-mail:** ebassett@gulfshoresal.gov  
**Artist Website:** [www.creolestomp.com](http://www.creolestomp.com)  
**Agent E-mail:** jmurdock@artistsofnote.com    **Artist E-mail:** stromatd@hotmail.com

**Guaranteed Performance Fee:** \$4250.00    Plus Lodging: at least 3 double rooms, or 4-5 rooms if possible for 5 piece band  
 Hotel or Lodging Info: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_    Contact or Confirm #: \_\_\_\_\_  
 Reservation held in name of: \_\_\_\_\_

**Payment shall be made as follows:**  
 Deposit: A check made payable to Artists of Note Inc. in the amount of \$2000.00 shall be received by Artists of Note Inc in Kaneville, IL, no later than 2/23/2016.  
 Balance due on date of performance: Cash or a check made payable to Dennis Stroughmatt in the amount of \$2250.00 shall be given to Artist immediately following completion of performance.

**Contract/Invoice must be signed and returned to Artists of Note Inc no later than 2/23/2016.**

Agent is authorized to represent Artist in this agreement. Artist executes this agreement as an independent

contractor and not as an employee of Agent or Sponsor.

The commission due Agent is included in the Performance Fee, and is payable by the Artist. Any additional engagement of Artist by Sponsor, or by an establishment owned or controlled by Sponsor, within one calendar year after the performance date of this Agreement shall make Sponsor and Artist jointly and severally liable to pay Agent's customary commissions on the engagement(s).

If either party is prevented from performing contract obligations due to illness, acts of God (defined as fire, flood, accident, riot, or order of any legal authority), or any other legitimate conditions beyond the parties' control, neither party shall be liable for the balance of this Agreement. (In such case, deposit would be refunded, or applied to a rescheduling of the engagement).

The content, nature and medium of the program shall be entirely within the discretion of the Artist, except that Sponsor shall have the right to direct Artist to discontinue any activity constituting violation of a state statute, local ordinance or direction of lawful authority.

Artist's performance shall not be recorded, transmitted or reproduced in any manner or by any means whatsoever in the absence of a specific prior, written and signed agreement with the Artist or Agent. Sponsor shall make a reasonable effort to prevent others from violating this provision.

Cancellation: In the event Sponsor cancels this performance within thirty days of performance, Artist shall be paid two-thirds of contracted fee. If Sponsor cancels this performance within seven days of performance, Artist will be paid its full fee plus expenses.

Press materials available by mail on request. High-resolution photos, posters, bios also available for download at <http://www.CreoleStompEPK.com>

Sponsor grants approval for Artist to sell his/her own recordings and souvenirs prior to and following the performance, and during intermission.

Stage plot enclosed. Sponsor will provide backline to include standard drum kit, two guitar amps and one bass amp.

Sponsor shall list and announce this event in all customary online and printed publicity put out by the organization. Billing of the artist shall be Creole Stomp. Artist will publicize this event to any mailing or emailing lists, and online calendars, using web site and info above.

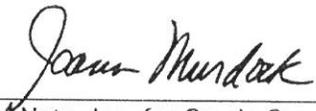
Rainout: If Sponsor requires an outdoor performance and cancels this outdoor performance due to rain, Artist agrees to perform on the same day indoors or at a later time the same day outdoors, depending upon Artist's touring obligations. In any event, Artist will be paid 100% of their fee whether the performance is cancelled, played indoors, or postponed to a later time the same day. In addition, performance shall be moved indoors if the temperature drops below 58 degrees Fahrenheit. covered stages and shelters

Artist reserves the privilege of cancellation by giving sixty days wire or written notice to the Sponsor in case of television, motion picture or other major career-enhancing engagements.

I have read and understand the above and have received a signed copy of this agreement.

AGREED AND ACCEPTED:

\_\_\_\_\_  
Sponsor: City of Gulf Shores  
by: Robert Craft  
Mayor

  
\_\_\_\_\_  
Artists of Note, Inc. for Creole Stomp

by Joann Murdock, President

Date: \_\_\_\_\_

Date: February 16, 2016