

Decyfer Performance Agreement

Please initial each section heading to indicate agreement with the entire contract.

1 RECOGNITION

1.1 The undersigned promoter and the undersigned band in accordance with the laws of the state of North Carolina enter into this contract. The signatures in section 7 (“Agreement and Contention”) confirm each party’s knowledge, acceptance, and willingness to consent to the terms of this contract.

1.2 This contract covers the following groups:

“The Band”

Decyfer
c/o Tim O’Neill
P.O. Box 1632
Morehead City, NC 28577

If Applicable:

DECYFER Production Co.
Sound Technician - Tim O’Neill
150 Mimosa Blvd.
Pine Knoll Shores, NC 28512
252 646 3337
tim@decyfer.org

Contact:

Phone 1 (Tim Cell): 252 646 3337
Phone 2 (Chris Cell): 252 342 5165
booking@decyfer.org
www.decyfer.org

“The Promoter”

Name:
Address:
City:
Phone Number:
Cell Number:
Fax Number:
Email Address:

NOTE: Please provide us with a cell phone number where Decyfer will be able to reach you the day of the performance.

“The Event”

Event Name:
Event Location:
Event Address:
Event City:
Event Date:
Event Time:
Event Website:
Event Phone Number:
Event Ticket Price:
Is this a multi-day event? Yes No
Other bands/acts appearing:

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2 DATE, VENUE, AND PERFORMANCE INFORMATION

Please fill in the blanks and/or circle the appropriate information.

- 2.1 The band is expected to arrive at _____ am / pm. The band's sound check will start at _____ am / pm, and will run as long as the sound professional and the band deem necessary (generally 45-60 minutes is sufficient). The doors of the venue will be open to the public at _____ am / pm, and the concert will officially start at _____ am / pm.
- 2.2 The band will begin to perform at approximately _____ am / pm. Their set will last for approximately _____ minutes.

3 TECHNICAL REQUIREMENTS

- 3.1 Decyfer travels with and provides sound production through DECYFER Production Co. DECYFER Production Co. is available at the cost of \$300, which is included in the total compensation rate (section 5, part 1)
- 3.2 It is agreed, should the promoter choose to use other means of production, or cannot provide the rate for DECYFER Production Co., the promoter will provide an adequate PA system for the band to use. If it is deemed necessary by either the band or the promoter that rental of equipment is necessary, it is the responsibility of the promoter to arrange and pay for rental and delivery of the equipment. **NOTE: Please review attached Tech Rider for minimum sound requirements.**
- 3.3 It is also agreed, that in accordance with section 3, part 2, where the promoter takes on the responsibility of sound production, that upon the bands arrival, should the PA system not be according to the guidelines laid out in the Tech Rider, DECYFER Production Co. will take over production of the event, and be compensated at a rate of \$300 above that of the already agreed upon compensation total.
- 3.3 DECYFER Production Co. travels with and employees their own sound technician for event production. Should the promoter choose other means of production, as stated in section 3, part 2, it is agreed that the above stated technician, will have complete, unhindered access to all mixers, EQ's, compression, crossovers, amplifiers, and other sound equipment being used by the band at this event.
- 3.4 It is also agreed that the promoter will arrange the rental and delivery of lighting equipment subject to the band's approval.

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4 FACILITY REQUIREMENTS

Please initial each bullet to indicate agreement

4.1 The day of the performance, the promoter will provide Decyfer with:

- Access to the venue at least six hours prior to the start of the concert
- Access to a shared or private dressing room, preferably with private washrooms.
- At least twenty (20) bottles of water (10 on ice, 10 room temp.), mixed fruit tray, six (6) clean, terry cloth towels, and eight (8) Duracell or Energizer 9 volt batteries
- Two volunteers to help with load-in and load-out should be at the venue from the time Decyfer arrives until load-out is completed. Volunteers must be able to lift and carry reasonably sized music gear.
- Meal for **four** band members, 1 sound technician, and ___ crew to be ready two hours before their performance.
- Please avoid feeding the band pizza if at all possible. NOTE: If the promoter does not wish to be responsible for the meal, this option may be bought out for \$10 per meal per person.
- two (2) 6-foot tables to be used to display and sell merchandise.
- Access to free, private parking of their ___ vehicle(s). If free parking is not available, the promoter will reimburse parking costs at 100% of their cost on top of the already agreed-up performance price on the day of the event.
- Access to **eight to ten** grounded (and preferably surge-protected) electrical outlets on stage. Please no more than **four** outlets on any single circuit.
- If necessary, overnight accommodations for ___ single guys and ___ married couple(s).

5 COMPENSATION

5.1 The band will be paid on the following schedule, as negotiated between the promoter and the band prior to sending out this performance agreement. Payment will be made (either in cash or check payable to **Decyfer**) on the day of the performance.

Compensation Outline:

Decyfer performance: **\$500**

PA system and Sound expense: **\$300**

Expenses	Travel expenses (estimate):	Additional Expenses	Total
		Travel & Additional	
within 100 Miles of stated address in section 1, part 2:	\$150	(a) \$0	= \$150
within 100-300 miles :	\$300	(b) \$150	= \$450
outside 300 miles :	\$500	(c) \$200	= \$700

TOTAL COMPENSATION: (a)= \$950 (b)= \$1250 (c) \$1500

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Compensation Schedule:

50% of total compensation due thirty days before the event: \$

Please send this deposit by check payable to **Decyfer** to the address on the front of this agreement.

NOTE: This will be considered a non-refundable deposit made by the promoter

50% of total compensation due the day of the performance: \$

5.2 In the event that the promoter chooses to not have the band perform at their event, the promoter must give the band thirty days' notice. If the performer gives the band less than thirty days' notice, the promoter will be responsible for 50% of the agreed-upon total compensation. If the promoter gives the band less than fourteen days' notice, the promoter will be responsible for 100% of the agreed-upon total compensation.

5.3 Thirty day notice must be given by ____, 20____
Fourteen day notice must be given by ____, 20____

5.4 In the event that the band is unable to perform at the event, the band will give the promoter thirty days' notice.

5.5 In the event that the band is unable to perform at the event and the band gives the promoter less than thirty days' notice, this contract becomes null and void and the band will work with the promoter to reschedule the band's performance at a rate of 75% of the agreed upon total compensation.

5.6 Other notes about compensation:

6 PROMOTION

6.1 The band will take an active role in promoting the event. Information about this show will be made available at any show that the band plays in the four weeks directly preceding the event, given that such promotional material is made available. Promotional flyers are preferred, and can be mailed to the address on the front of this agreement.

6.2 It is agreed that the promoter will also take an **active** role in the promotion of the event. If it is needed, two copies of the band's CD will be supplied along with an 8x10" promotional glossy of the band, stickers, and other promotional materials to help the promoter successfully advertise the event.

6.3 The event MC agrees to promote the band's merchandise table at least twice during the event via an on-stage address to the crowd.

6.4 The promoter agrees that any and all details concerning compensation for this event shall be considered **confidential** and shall not be revealed to any third party without express consent given by the band.

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7 AGREEMENT AND CONTENTION

- 7.1 The promoter agrees to obtain and pay any and all licenses and fees required for the event. The band will not be held liable for **any** additional costs to the promoter because of the band's performance. The promoter will indemnify and release the band from any responsibility associated with claims arising from the band's performance.
- 7.2 If the promoter wishes to make a recording, reproduction or transmission of the performance of the band, the band must give consent. If such recordings or transmissions are made, the band will be provided with a copy of said recordings or transmissions in a timely manner, free of charge and in a popular medium (i.e. VHS for video; CDR or Cassette Tape for audio).
- 7.3 The band agrees to perform to the best of their abilities, barring any unforeseen technical problems.
- 7.4 Pursuant to Section 7, part 3, the band will not be held liable if one or more members cannot attend due to unforeseen illness or family emergency in the thirty days prior to the event.
- 7.5 A representative of the band and the promoter will handle any and all conflicts in a mature and calm manner. Such conflicts are beyond the scope of this contract. Any verbal agreements outside of this contract, however, will not contradict the contents of this contract.
- 7.6 If the promoter listed in Section 1 is not of the majority age (18 or older), this contract must be signed by a representative for that individual, who will assume liability for the contents of this contract.
- 7.7 This contract becomes valid when both parties have signed this document. The specific date it becomes valid will be when the latter of the two parties below have signed.
- 7.8 Amendments to this contract made after the parties have signed below will constitute a new contract, and will require the signatures of both parties to become valid. Further agreements will not contradict the contents of this original contract, and will simply be added on to this contract as addendum.
- 7.9 This contract shall be taken as a cohesive document, not as a combination of clauses. In the spirit of that, if either the promoter or the band does not fulfill any single clause, the entire contract will not be voided. Abuse of this clause and/or attempts to void major sections of the contract will not be tolerated, and could result in the voiding of this contract.
- 7.10 The promoter agrees to the understanding that this performance agreement is **not** the focus of the band's ministry but is simply to ensure agreement between the promoter and the band to avoid any conflicts that may arise.

_____ Date: _____
On behalf of the promoter.

Date: _____

On behalf of Decyfer.

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8 TECHNICAL RIDER

This is the Technical Rider to your Performance Contract with Decyfer. This Rider will serve as a guide for you when preparing your sound system, staging and lights. We understand that certain venues and events have restrictions with their existing equipment, but these are the minimum requirements for Decyfer to perform at your event effectively. While Decyfer will be as accommodating as possible, the highest quality of performance is our goal. Remember good sound and lights are a large part of how people form an impression of an event. It is always best to employ qualified and experienced engineers and technicians to run the best equipment possible. Please read this technical rider carefully.

8.1 ELECTRICAL

- Four (4) 120 Volt, 15 amp quad service drops shall be provided for stage power. See stage plot (Section 8.7) for drop locations.

8.2 STAGING

- There needs to be enough room to accommodate a four (4) piece band.
- When there is an opening act performing before Decyfer, they will not strike their equipment after their sound check and before their show. Therefore, if there is an opening act, there needs to be enough room for Decyfer and for the opener to set up their equipment in front of the stage, as it becomes dangerous for the equipment and the band members as well.
- One (1) 8' x 8' x 2' riser is needed.

8.3 LIGHTING

- Obviously lights are very important. However, very often there are limits with what you can do in smaller venues. We simply ask that you do your best to have enough lights to illuminate the stage so Decyfer can see and be seen.
- Decyfer performs a very energetic show but there are also mood changes within the set. A qualified technician should be provided to set the appropriate mood with the lighting.

8.4 SOUND

8.4.1 FRONT OF HOUSE (FOH)

- FOH Mix position - should be located as close to the center of the room as possible, roughly 1/2 to 2/3 the distance from stage to back of hall.
- FOH Console - Professional quality with phantom power. A minimum of 24 inputs and 4 aux. sends. Four (4) of the aux. sends must be pre fade and the other two aux sends must be post fade. (Soundboards recommended: Yamaha 2412, Allen & Heath GL 3300, and Mackie 2404)
- A channel snake with a minimum of 24 channel and 4 sends.
- FOH Rack - Should contain a stereo 31 band graphic equalizer, 2 effects processors, 4 gates, and 8 compressors. (Equalizers recommended: Ashley, Yamaha, Klark Technic, and Behringer) (Effects processors recommended: T.C. Electronics, Lexicon, Yamaha, and Alesis) Compressors and gates should be able to be inserted on each individual input of the console. (Compressors and Gates recommended: Behringer, Alesis, and Dbx).
- FOH Speakers - Professional quality actively crossed over (stereo 3 way with subwoofer). Powered by professional quality amplifiers. Speaker/Amp/Crossover settings must be properly configured per band/model. Speaker system must be capable of producing high quality, distortion - free sound over the entire audience area. System should be able to

produce SPL of 110db ("A" weighted) at FOH mix position.

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8.4.2 MONITOR SYSTEM

• Decyfer will be using conventional monitors and one "in ear" monitor system. A total of four(4) 2-way wedges. All wedges should be able to produce a clean sound of 110db and amplification should be a minimum of 250-Watts total output. Crossovers and amps should be wired to meet speaker specifications.

8.4.3 CABLES/MICROPHONES/STANDS

Proper cables, microphones, and stands are expected. Microphones need to be professional quality in relation to the input list (Section 8.8).

8.5 SOUND CONTACT

If there are any questions please feel free to contact Tim O'Neill at 252-646-3337 or
tim@decyfer.org

8.6 Channel Lineup (All mics are to be SHURE SM57's unless stated otherwise)

Channel 1: Kick Drum (mic and Small Boom) (All drum mics are to be approved drum kit mics)
Channel 2: Snare Drum (Mic and clip)
Channel 3: Hi-Hats (Mic and Clip)
Channel 4: Rack Tom 1 (Mic and Clip)
Channel 5: Rack Tom 2 (mic and clip)
Channel 6: Floor Tom (Mic and Clip)
Channel 7: Overhead L (Mic and Boom)(Approved overhead condenser mic)
Channel 8: Overhead R (Mic and Boom)(Approved overhead condenser mic)
Channel 9: Bass Guitar (DI)
Channel10: Bass Guitar (Mic and Boom)
Channel11: Rhythm Guitar (Mic and Boom)
Channel12: Rhythm Guitar (Mic and Boom)
Channel13: Lead Guitar 1 (Mic and Boom)
Channel14: Lead Guitar 1 (Mic and Boom)
Channel15: Lead Guitar 2 (Mic and small boom)
Channel16: Loop
Channel17: Vox 1 (Mic and Boom)
Channel18: Vox 2 (Mic and Boom) (All vocal mics are to be Shure SM58 Beta's or similar quality and make unless approved otherwise)
Channel19: Vox 3 (Mic and boom)

TECHNICAL RIDER - ACCEPTED AND AGREED:

(x) _____
PURCHASER SIGNATURE DATE

THANK YOU!!!

It is the sincere desire of Decyfer that this Performance and Technical Rider helps you as you prepare for your event. While it is our intention to conduct our business with the utmost professionalism, we also strive to handle our business relationships with understanding, courtesy and respect. We hope that you do not find this Rider heavy-handed or pretentious, but we believe that it will actually help eliminate some of the guesswork and make your job a little easier.