

Making Up Contracts for Gigs

by Dennis Winge

If you agree to make music for an event in exchange for money, it is a good idea to consider the possibility of making a contract with the person hiring you. As a disclaimer, I'm not an attorney and this article is not attempting to give you legal advice for any specific situation. It is simply an overview of a subject that musicians generally don't talk much about that can massively help you when getting booked to play.

First of all, you won't always want or need to do a contract. Obviously, if you're being asked to play in your friend's backyard at a party for his daughter's 2nd birthday for beer and all you can eat, a contract may simply be inappropriate. However, just by knowing the standard things that are in contracts can allow you to ask good questions without making it seem like you're getting into legal territory.

For example, if the party is for a friend of a friend whom you don't know very well, asking "what happens when it rains?" can be a good question. If he or she says they'll postpone the party to the following week, at least you can be prepared when you commit to doing it that you may have to be inconvenienced by getting rained out on a Saturday whose date you've been saving AND have to clear away any plans for the following Saturday when you'll have to make it up. This clearly illustrates how knowing about contracts can protect you even if you don't use them expressly.

Another way to utilize common contract details without actually proposing that each party sign something is to use the email confirmation approach. This is where you confirm all the details (outlined below) with the person booking you, and then tell that person you'll send an email summarizing all the details below, and then ask them to look it over and reply back with any tweaks or just to confirm that everything looks ok.

This last step protects you from any misunderstandings about the details of the performance. Misunderstandings about what is expected, or even about simple things like the date and time happen all the time! For example, I had a bride tell me the start-time was 3 p.m. so naturally, I got there at 2:15 or so to set up. No one was there. I wondered what was going on until I saw the camera crew arriving and they said the wedding started at 4 p.m. The bride had meant, even though she didn't write it this way, that she wanted everyone to arrive at 3 to set up. Anyway, the chances of stupid miscommunications happening to you can be drastically reduced with a simple email confirmation.

If you do decide to do a formal signed contract, here are some tips to consider:

1. Call it an agreement so it doesn't sound so formal.

2. Realize that it is in the buyer's (the person hiring you)'s best interest to have a contract because it guarantees and protects their investment. It's like buying a used car from someone you don't know with no paperwork. How do you know it's not going to be a lemon? So don't feel uncomfortable asking to do an agreement with someone who books you. It protects them as well, and when you propose that you both sign one, speak about it positively from their point of view.

3. Outline what the specifics of when, where, what time, etc. and what each person will do. Typical details include:
 - Date
 - Start and end time of performance
 - Type of music expected
 - Location
 - Attire
 - Length of break-times for performers
 - Whether meals are provided
 - Contact details of both parties
 - Whether venue has equipment the performers can use
 - Load-in details such as parking and which entrance band is to use
 - Method of payment expected (cash, check, Paypal, etc.)

4. Have a clear cancellation policy. Some points to consider are:
 - If you show up but are unable to perform due to extreme weather or some other natural condition, do you still get paid?
 - If you show up but don't play because of some human error (for example, the groom doesn't show up or the 80-year old whose birthday has a bad fall and goes to the hospital), do you still get paid?
 - If anyone cancels your performance with less than 24 hours' notice, do you still get paid in full or in part? What about a week's notice? A month?
 - What if you get really sick the day of the show, or your wife has a baby (which is the only time I had to get a sub on a contracted gig in 20 years of performing)? Can you send a sub?
 - Are you ok with the venue or anyone at the party taking video of your performance and sharing it on social media without showing it you first?

These may just scratch the surface, but you could consult a lawyer in your area, or if you prefer not to invest the money in an attorney, you could simply draw up an agreement in your own words, which is better than having nothing at all. Regardless of which route you take in coming up with wording for a contract, your contracts will become more and more thorough if you simply pay attention to all of the different scenarios that come up with different bookings and include wording about each of them in all your future agreements.