



Traditional Hawaiian Music - www.hawaiianmusicnapa.com

C/O Jerry Gillgren, 9375 Steele Canyon Rd., Napa, Ca. 94558

Tel: 707.966-4017 Fax: 707.966-4017 Mobile: 707.287-1725

E MAIL: jerry@northbaymedia.com

An agreement made on July 4th, 2007 Between State of Hawaii (hereinafter the Client) of the one part, and **Manaleo** (hereinafter the Group/Performer) of the other part, witnesseth that the client hereby engages the Group/Performer and the Client accepts an engagement to present the following at the Venue and from the dates of the periods and at the fees stated in the schedule hereto;

SCHEDULE

NAME OF ACT:	"MANALEO" 5 Piece Hawaiian Music Ensemble
VENUE:	Diamondhead Concert Series
ADDRESS:	1234 Diamonhead Blvd, Honolulu, Hi. 96815
TEL NO:	(808) 555-1212
DATE(S) & TIME OF BOOKING:	September 2, 1838 2pm-5pm
CONTACT:	Dennis Kamakahi
STAGE LOCATION	Diamondhead Crater, Honolulu Hawaii
PERFORMANCE:	Queens Birthday Celebration
SALARY/FEE:	\$ 00
DEPOSIT:	\$ 0
METHOD OF PAYMENT:	Cash/check upon completion of performance
ADDITIONAL INFORMATION:	Venue to be contacted 7-14 days prior to date by artist to confirm appearance.

Signed _____ Client. Signed: Jerry Gillgren Performer/Representative

Date: _____

Date: _____

PLEASE SIGN & RETURN ONE COPY OF THIS CONTRACT WITHIN 15 DAYS

Terms and Conditions:

Cancellation of this Contract shall be as follows and will be executed upon discretion;

1A.) More than 16-30 days from the performance date; 50 % of deposit.

B.) Between 1-15 days from the performance date; Deposit is non-refundable.

2. The Group agrees that the fee is inclusive of travel expenses to and from the venue and covers any payments whatsoever due to other members of the band. Prior arrangements that have been made with client for room, board, etc shall be negotiated and are not inclusive unless otherwise stated.

3. The Group agrees that any further engagements offered as a result of this engagement, whether from the client on this contract or any other client or potential client, shall be negotiated through the band's representation and will be issued a separate contract.

4. The Group warrants that all its equipment is in good working order, and fit for its purpose, and that no part of the performance is likely to be a danger to the Group or any other person/s. The client shall be responsible for the provision of ample mains electricity in the performing area for sound and/or lighting equipment provided by the performers. A safe working environment as to not harm performers, staff or audience members shall be enforced by both parties. In the case where the client provides sound and lighting, a minimum requirement shall be established by communication with performers' representation.

5. The adjustment of the volume and sound level of any equipment shall be, as the client reasonably requires. Any "special" requests for music will be discussed prior to performance.

6. Client understands that the music the Group performs is a traditional style of Hawaiian music and that no "type" or "style" of music is assumed, which means group does not perform Reggae, Hapa-Haole, or other genera blends of music as its main performance. Group does however have the right to choose songs which may be of a cross-over of these styles during their repertoire.

7. No fee shall be payable to the Group for any day upon which this engagement shall be suspended by reason of Death or Major Illness of any Group member or Client, Government, National Mourning, Fire, Epidemic, War, Volcano Eruption, Acts of God, or by reason of order of any Licensing or Public Authority.

8. The Group at the time of signing this contract shall not be under any contract to a third party that might preclude him/her from fulfilling the engagement.

9. Group shall be suitably, tidily and tastefully dressed during their performance and shall maintain respect for audiences requiring family rated material. Special requested clothing shall be discussed well in advance of performance date.

10. All Group members are responsible for their own TAX & N.I. contributions.

11. All deposits paid are refundable only by groups' discretion and indicative clients' intention of hiring as per contract.

12. The management accepts no responsibility for non-fulfillment of contract, but every safeguard is assured. In the event of an unforeseen emergency where group cannot perform, Group will make every attempt to provide a substitute similar performance by a like group.

13. This contract reflecting the terms and conditions as verbally agreed shall be deemed accepted only when either;

a) It is signed and returned with a deposit within 10 days.

b) It is not exchanged within the prescribed 30 days and no written objection has been made within its period.

Client Signature _____

Date _____