



## TERMS AND CONDITIONS I

- Type of service (suggestion – Live performance for event entertainment):

\_\_\_\_\_

- Name / Company name:

\_\_\_\_\_

- Address / Company's address:

\_\_\_\_\_

- Date for the performance of *Melodium*:

\_\_\_\_\_ (dd) / \_\_\_\_\_ (mm) \_\_\_\_\_ (yy)

- Place of the event:

\_\_\_\_\_

- Expected time for the performance of *Melodium*:

\_\_\_\_\_ h \_\_\_\_\_ m

*(note: if the performance is intended to be split into two or more performances, please indicate only the expected time for the beginning of the first performance)*

- Person to contact and mobile phone:

\_\_\_\_\_

Amount due by the Client for contracting Melodium: (€)

\_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_

is celebrated, freely and upon good-faith the current contract, which is ruled by the following clauses (page 2).

Client's signature / date

\_\_\_\_\_, \_\_\_\_\_ (dd) / \_\_\_\_\_ (mm) / \_\_\_\_\_ (yy)

Melodium's signature / date

\_\_\_\_\_, \_\_\_\_\_ (dd) / \_\_\_\_\_ (mm) / \_\_\_\_\_ (yy)

(André Barros & Joana Inês Santos)

Melodium

The project Melodium is based on original compositions by André Barros, choreographed and performed by the ballerina Joana Inês Santos.

Both contribute, therefore, in the same way to give birth to this project, each one focusing in the art that moves them, however, both also work creatively in the areas of one another.

The pieces are performed live by an invited cellist and danced by ballerina Joana Inês Santos.

[www.melodiumproject.com](http://www.melodiumproject.com)

[melodiumproject@gmail.com](mailto:melodiumproject@gmail.com)

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## CONTRACTUAL CLAUSES

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### CLAUSE I

#### *(Object)*

1. By this contract, *Melodium* are bind to provide the Client the services of musical and dance performance at the day(s) mentioned above, for the price and schedule set also above;
2. Upon signature, the Client is bind to comply with the following clauses on this contract.

### CLAUSE II

#### *(Regime)*

1. *Melodium* provide the services described on the previous clause, at the place of the event mentioned above in the regime of exclusivity for the identified Client;
2. The Client binds himself not to substitute the entertainment of the event for any other performance other the one provided by *Melodium*, therefore, the Client also contracts in the regime of exclusivity.

### CLAUSE III

#### *(Performing conditions)*

1. The stage/space of performance shall be entirely free and totally available at least one hour before the time expected on this contract for the performance to take place;
2. The Client should expect and arrange meals for 3 people, in case the performance takes place in the morning period and extends itself until the afternoon; the same is applicable if the performance begins in the afternoon and extends itself until the evening;
3. In case of consistent bad weather (heavy rain), mourning, or any other situations that are not caused by or responsibility of *Melodium* and that naturally prevents the performance to take place or does not allow it to end, the contracting entity shall be responsible for the payment of the service in its entirety;
4. There is a need of using a room to store material from *Melodium* as well as for the changing of clothes by our ballerina so that she enjoys privacy, and the Client should arrange it. In this room, once arranged by the Client for the event, allowance to use by anyone other than the members of *Melodium*, is strictly not permitted without consent by *Melodium*;
5. The contracting entity is responsible in guaranteeing the safety of the musician and ballerina before, during and after the performance, while they are inside the premises where the event takes place;
6. Any sort of licensing and/or authorisations for the execution of the event, are entirely of responsibility of the Client.

### CLAUSE IV

#### *(Payment)*

1. The Client shall remunerate the service performed by *Melodium* in the amount set above, referring to service of Event entertainment and Live performance;
2. The payment of the amount agreed on this contract shall be made on the moment of adjudication of the service (30% of the total amount), and the rest (70%) on the day of the event, in cash or certified check.

### CLAUSE V

#### *(Termination of contract)*

1. At any given moment after the signing of this agreement, any of the contracting parts can terminate this contract due to a breach of contract of any of these terms and conditions;
2. The termination of this contract by the Client without an attendable reason, implies the payment of 50% of the amount agreed for the service contracted until 10 days from the date set for the performance on this contract, less than 10 days the payment due is of 75% of the total price;
3. The termination of this contract by *Melodium* is only permitted with an attendable cause and referring to a plausible reason, nevertheless, *Melodium* is bounded to guarantee the entertainment at the event, by sending someone in their replacement.

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*Thank You very much for Your preference*