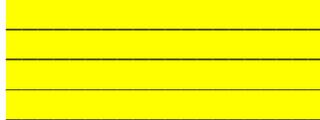


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RE: Letter Agreement for Bagpiping

Dear [REDACTED]:

This memorandum sets forth the entirety of the terms of the contract between you and the undersigned performer member of the **American Federation of Musicians of the United States and Canada** [hereinafter "**A.F.M.**"], Local 325 [hereinafter "Local Union"], 1717 Morena Boulevard, San Diego, CA 92110-3698.

Performer is to provide solo, customary [funeral OR wedding OR celebratory] bagpiping in formal Scottish piping attire (including kilt, Prince Charlie jacket, vest, cap, and tie) on [REDACTED] commencing at [REDACTED] A.M. at [REDACTED], with appropriate Celtic tunes. The performance is for [REDACTED]. Performer will be reachable on the day of the event via (619) 339-1696(cell).

Payments will be made as follows: A fee of \$205 for the first 1 hour (or such shorter time in which the entire performance is completed), with \$25.00 per .25 hour thereafter, payable in full in cash or check upon completion of the performance. There will be no travel charge. There is a \$25 fee should you cancel. This memorandum confirms previous payment by you on [REDACTED] of a \$ [REDACTED] deposit to **TheBash.com** towards the fee out of which Performer paid to **TheBash.com** its booking fee.

No audio/visual recording of Performer or his performance shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the **A.F.M.** relating to, and permitting, such recording, reproduction, or transmission. The **A.F.M.** may enforce its prohibition in any court of competent jurisdiction. Performer consents to any type of electronic recording of himself and performance for any and all legitimate event purposes, so long as no recording posted on the internet or shared publicly in some way, but the union must still be contacted for its permission.

This contract, and the terms and conditions contained herein, may be enforced by the **A.F.M.** or Local Union as performer's agent. Neither the **A.F.M.** nor the

Local Union is a party to this contract in any capacity except as expressly provided herein and, therefore, neither the **A.F.M.** nor the Local Union shall be liable for the performance or breach of any provision of this contract.

A representative of the Local Union shall have access to the place of engagement covered by this contract for purposes of communicating with the performer and you.

You agree that you shall be liable for any loss or damage to musical instruments and/or equipment while the instruments and/or equipment are on the premises, resulting from accident, malicious mischief, burglary, theft, or fire except not occasioned or caused by act or omission of performer.

Upon request by the **A.F.M.** or Local Union, you shall make advance payment hereunder or post an appropriate bond.

As Performer is a member of the **A.F.M.**, nothing in this contract shall ever be so construed as to interfere with any obligation owed by performer to the **A.F.M.** by reason of his membership thereof, and you represent that there exists no claim of any kind or nature against you in favor of any **A.F.M.** member to perform any provision of this agreement or render any service for you so long as there may remain unsatisfied or unpaid in whole/part, any claim against you by, or on behalf of, any **A.F.M.** member.

Any change to, cancellation of, or dispute of, this agreement must be effectuated and delivered/received by 5:00 P.M. on [REDACTED]. You need not sign nor take any other action to enter into, or confirm, this agreement.

Dated: [REDACTED].

Cooperatively,

Robert Burns, Performer