



## *Heather's Headache*

Heather's Headache has performed together playing a mix of classic and current rock hits throughout the Washington D.C. area for 3 years and has a combined musical resume that extends beyond 20+ years experience.

Whether a festival, private party, or professional booking let Heather's Headache provide the music at your next event. Please visit our website:

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

Included in this Press/booking E-packet:

- Booking Rates
- Sample Set List
- Contract
- Demo MP3 (more music available upon request)



### **General Booking Rates**

**Rates range from \$300 - \$1000 per event (rates vary by event, date, and holidays etc...) All rates include up to four hours of entertainment and continuous DJ/Music in between sets.**

#### **Event Rate:**

\$300 minimum (first two hours), \$150 per each additional hour.  
(Example: 4 hours = \$600)

#### **Weekend Rate:**

\$500 minimum (first two hours), \$150 per each additional hour.  
(Example: 4 hours = \$800)

#### **Holiday Rate:**

\$700 minimum (first two hours), \$150 per each additional hour.  
(Example: 4 hours = \$1000)

#### **Benefits/Fundraisers:**

Occasionally Heather's Headache will perform benefit shows for worthwhile causes and groups. Benefit engagements are reviewed and accepted on a case by case basis and may qualify for reduced rates.

**\*\*\*The band knows that each event is different, and sometimes these rates may not fully comport with the parameters of a given function. In this regard, each booking opportunity is ultimately considered on an individual basis and according to the band's availability. In short, make an offer...let's work something out. If the date is open we want to fill it. \*\*\***



## Sample Set List

Hey Joe	Watchtower
Until the End of the World	Learning to Fly
Run Aground	Cheeseburger in Paradise
Brown eyed Girl	867-5309 (Jenny)
Ghost Riders in the Sky	Never Tear Us Apart
3 AM	Blue on Black
The Old Apartment	Summer of 69
Born to be Wild	Knock'n on Heaven's door
With or without you	Can't help falling in love
Mary Jane's Last Dance	Allison
Down	Wonderwall
Angel of Harlem	Please don't tell her
Bad Moon Rising	Breakfast at Tiffany's
Wonderful Tonight	Keep your hands to yourself
Bittersweet	Sweet Caroline
One I Love	Hard to Handle
Midnight Rider	Johnny B. Good
Purple Haze	Sweet Home Alabama
The Joker/Beverly Hills	Good/Closing Time

# Heather's Headache Contract for Services

## I. Compensation and Services Agreement

This contract is for the personal services of musicians, made this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_, between the undersigned Employer (Hereinafter referred to as 'Employer') and the band known as Heather's Headache (Hereinafter referred to as 'the band').

Witnessed that the Employer hires the band as musicians severally on the terms and conditions below. The band designee represents that the band already designated have agreed to be bound by said the said terms and conditions. The band severally agree to render collectively to the Employer services as musicians as the band known as Heather's Headache.

Name and address of place of engagement:

\_\_\_\_\_  
\_\_\_\_\_

Date of employment: \_\_\_\_\_

Hours of employment: \_\_\_\_\_

Set up time: \_\_\_\_\_

Type of engagement: \_\_\_\_\_

Amount of Performance Fee: \_\_\_\_\_

Date to Be Paid: \_\_\_\_\_

This wage does include expenses agreed to be reimbursed by the Employer in accordance with the attached schedule, or a schedule to be furnished the Employer on or before the date of engagement, or special arrangements as outlined in this contract.

## II. Additional Terms and Conditions

The agreement of the band to perform is subject to detention by sickness, accidents, family crisis, accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of the band.

If the Employer breaches this agreement, 48 or fewer hours prior to the date of services to be rendered, the Employer shall pay the Employees a \$200 cancellation fee. If the Employer breaches this agreement on the date services are to be rendered, the Employer shall pay the band the full wages as agreed to in this contract. If the Employer stands in breach of contract beyond the scheduled date of services to be rendered in addition to the wages agreed upon in this contract, the Employer will owe the band 6% interest thereon plus any reasonable attorney's fees necessary for the enforcement of this contract.

The band agrees to furnish all equipment necessary to facilitate each performance. (i.e. Musical instruments, sound equipment, etc.), unless a professional grade sound system is permanently installed at place of engagement. The Employer agrees to provide a proper, safe, easily accessible, sufficiently powered, area (stage, platform, or other) for each performance.

The band is entitled to one 20 minute intermission for every two hour music block. The band agrees to provide recorded music during the intermission break.

The band cannot be held liable for any damages to the Employer's establishment, venue, place of engagement, or otherwise, caused by patrons of the Employers. Nor is the band liable for any damages patrons may inflict on each other, the Employer, or employees of the Employer.

The performances to be rendered pursuant to this agreement are not to be recorded, transcribed, or recreated by any means whatsoever without the express written consent of the band known as Heather's Headache. (Due to the fact that the band repertoire includes several original compositions, we must insist that our performances not be reproduced in any manner unless arrangements are made with the band.)

The Employer will permit the band to sell CD's, apparel, and other band related paraphernalia up to 30 minutes prior, during, and up to 30 minutes after the agreed time of performance so long as those timeframes coincide with the normal hours of operation of the Employer's place of business or of this engagement. The band agrees the sale of merchandise will be discreet and will not impede the business operation of the Employer's establishment or place of engagement.

All sales of Heather's Headache merchandise remain the property of the band known as Heather's Headache until sold. The Employer shall have no claim to any revenue generated as a result of the sale of Heather's Headache merchandise or paraphernalia.

### **III. Consent to Jurisdiction and Forum Selection**

The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the Commonwealth of Virginia. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Commonwealth of Virginia shall have in personam jurisdiction and venue over each of them for the purpose of

litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

**IV. Definition of Contract Designees**

The undersigned band member, referred to as the band designee for purposes of this contract, is acting on and behalf of the musicians of the band known as Heather's Headache as a whole, and is only liable for any breach of contract to the extent the band designee is one of four members of the band known as Heather's Headache.

The Employer is signing this contract himself or herself, or having the same signed by a representative and acknowledges his (her or their) authority to do so, and hereby assumes liability for the amount stated herein.

\_\_\_\_\_  
Employer's Name

\_\_\_\_\_  
Employee Band Leader's Name

\_\_\_\_\_  
Street Address

Heather's Headache  
1910 Shannon Ct.  
Alexandria, VA 22306  
(703) 721-0005

\_\_\_\_\_  
City State

Employer's Phone: \_\_\_\_\_

Special Instructions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer's Signature

\_\_\_\_\_  
Band Designee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date