

BUELLER

NASHVILLE'S PREMIERE 80S TRIBUTE

PRIVATE EVENT CONTRACT

This contract is for the services of entertainment described below made March 19th, 2021 between Town of Ashland City hereinafter called PURCHASER, and Dave Tough DBA "Bueller", hereinafter referred to as ARTIST.

It is hereby mutually agreed between the parties hereto as follows:

The PURCHASER hereby engages The ARTIST to perform the engagement hereinafter provided with all the terms and conditions herein set forth including those entitled "Additional Terms & Conditions."

1. NAME OF PURCHASER: **Town of Ashland City**
2. NAME OF ARTIST: **Bueller**
3. TYPE OF MUSIC: **LIVE 4 PIECE BAND MUSIC**
4. DRESS: **TBD**
5. PLACE OF ENGAGEMENT: **Riverbluff Park
175 Old Cumberland Street
Ashland City, TN**
6. DATE OF ENGAGEMENT: **June 11th, 2021**
7. HOURS OF ENGAGEMENT: **8-10 PM CST live music with (1) 10 min break**
8. TYPE OF ENGAGEMENT: **SUMMERFEST**
9. LOAD-IN/SET-UP/TEAR DOWN TIMES: **SETUP 7:30-8 PM CST
TEAR DOWN, 10PM-Midnight CST**
10. TOTAL PRICE AGREED UPON: **\$1100.00**
DEPOSIT AMOUNT: **\$550.00 DEPOSIT** via check mailed with signed contract to address below

**BALANCE (PAID BEFORE OR IMMEDIATELY UPON COMPLETION OF EVENT)
\$550.00 BALANCE DUE. CASH PREFERRED, CASHIERS CHECK OR MONEY
ORDER ALSO WILL WORK.** If payment is not made day of event an additional \$300 fee will be charged to client.

The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control,

or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay at least 25 percent of prospective Event attendees from appearing at the Event/venue, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

In the event of a cancellation instigated directly by PURCHASER (not due to the items listed in the paragraph above), ARTIST will retain entire deposit amount. In the case of ARTIST cancellation or a no show, PURCHASER will be refunded the deposit.

PURCHASER is liable and responsible for any and all behavior of guest(s) towards ARTIST and in the event of any damages incurred to ARTIST or equipment (including, but not limited to instruments, sound equipment, backline) PURCHASER will be held in account and required to cover any and all expenses for damages.

Additional Terms:

PURCHASER will provide the following: PA/sound system for mid-size venue, soundman, mixing desk, monitors, and drum set. Artist will provide their own microphones (Due to Covid) and other backline and band instruments. Stage lighting will also be provided by PURCHASER.

- Set list to be determined by ARTIST in conjunction with PURCHASER. ARTIST will learn 1 new song included in price, not on their regular setlist. All special song names will be provided a minimum of one month before the event by PURCHASER. If ARTIST is required learn any other additional songs for special dances as requested by PURCHASER an additional rehearsal fee will be added to balance.
- Overtime costs are as follows: \$300.00 per every (30) thirty minutes of performance past designated stop time. Overtime payment is due immediately following performance and should be added to balance due.
- If an ARTIST member is unable to perform due to any unforeseeable circumstance, an appropriate replacement will be made for unavailable ARTIST member.
- ARTIST to be provided with the following by PURCHASER:
 - Bottled water during performance.
 - Free parking or reimbursed for incurred parking fees.
 - Band liaison guide ARTIST through schedule.
- Technical Requirements. PURCHASER (or purchaser's agent) should provide:
 - Performance area/stage minimum of 15' x 10' accessible through means other than audience traffic area. Area must be flat and dry.
 - Electricity: Two 120V power outlets accessible near stage. No generators.

This contract constitutes the sole, complete, and binding agreement between the ARTIST and the PURCHASER.

SIGNATURE: _____
Dave Tough

SIGNATURE: _____
Steve Allen Mayor of Ashland City

Artist Contact Information:

Dave Tough
Dave Tough Productions, LLC
5516 Trousdale Drive
Brentwood, TN 37027
615 554 6693
dave@davetough.com

Purchaser Contact Information:

Scott Sampson: ssampson@ashlandcitytn.gov

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Director, Parks and Recreation
233 Tennessee Waltz Parkway
Suite 103
Ashland City, TN 37015
615-792-7553 ext. 5727 [office]
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