

CONTRACT

This is a contract for the services of sound production and lights on the event as described by this agreement between StarLine Audio, Inc., hereinafter referred to "S.A.I." and the Town of Cortland (Cortland Summer Fest), and hereinafter referred to "Purchaser."

1. Name and place of event: Cortland Summer Fest, Cortland Community Park, Cortland, IL
2. Date(s) of event: Friday August 5th – Saturday August 6th 2022
3. Wage agreed upon: \$2,200.00 (Two thousand two hundred dollars)
4. All payments shall be made by cash or check payable to: **StarLine Audio, Inc.**
5. Payment in full is expected during event in the amount \$2,200.00 (Two thousand two hundred dollars).
6. If Purchaser decides to cancel the event more than fourteen (14) days prior to its scheduled date(s) For any and all reasons, the Purchaser shall pay S.A.I. fifty percent (50%) of the amount payable. However, if the Purchaser decides to cancel the event fourteen (14) days or less prior to its scheduled date(s) for any and all reasons, S.A.I. shall be entitled to payment in full (100%) in accordance with this agreement.
7. This is a rain or shine contract. Regardless of duration of event or how many inclement moments or days causing cancellations during event, S.A.I. shall be entitled to agreed payment in full.
8. In the event of 100% cancellation due to COVID-19 & it's restrictions, purchaser will not be liable for payment(s) per paragraph 6
9. S.A.I. shall provide the necessary sound & lighting equipment to meet requirements of production for event.
10. S.A.I. shall provide the necessary technicians and crew to meet requirements of event.
11. S.A.I. reserves the right (with disclosure to event staff) to decide to discontinue services based on rainy or severe weather. This right is reserved to protect equipment owned or rented by S.A.I. and to protect third parties (i.e. artists, staff, crew, etc.) from electrical injury and/or any injury caused by wet or severe conditions.
12. S.A.I. and its staff shall have full access to stage area and any area(s) in regards to production of sound stage.
13. S.A.I. shall be allowed adequate parking for close-to-stage parking of equipment trailer & any sound personnel vehicles.
14. Purchaser shall provide at their own discretion any necessary security provisions to ensure no damage, theft, or vandalism occurs to equipment left on-site owned or rented by S.A.I. during days of event only during timeframes when S.A.I. staff is not present.
15. If damage or theft does occur to equipment or trailer during days of event when S.A.I. staff is not present, Purchaser shall be liable for replacement or reimbursement of missing or damaged property.
16. Both parties agree to indemnify and hold one another harmless from any and all liability or loss caused by the negligence of the employees or agents of the other party which is sustained in connection with the performance of this contract.
17. Neither party may cancel or change this agreement without written authorization from the other party. Unauthorized change or cancellation shall be considered breach of contract.
18. This contract shall be governed and construed in accordance with the laws of Illinois. If any provision(s) of this contract is held to be invalid or not enforceable under the law, the other provisions will, nevertheless, continue in full force and effect.

WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVED THE TERMS AND CONDITIONS SET FORTH HEREIN.

Purchaser Date:
Representative: Cortland Summer Fest

StarLine Audio, Inc. Date:
Representative: Brian Stover – President