

STUMBLE MONKEY PERFORMANCE CONTRACT

This contract is made on this day of **February 18, 2025**, between

Garden City Business Association (Operator) and **STUMBLE MONKEY (Band)** for the hiring of Band as independent contractors to perform for Operator at **Bootlegin' Days**, located at the address:

621 27th Street Road, Garden City, CO, 80631

It is agreed as follows:

1. **Place, Date, and Time of Show.** The parties agree that the time and place of Show will be Venue, located at the address **621 27th Street Road, Garden City, CO, 80631**, on the **23rd** day of **August, 2025** from **4:00-7:00pm**.

2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Any additional songs, that are not already in Band's list of known songs submitted to Operator, that are chosen by Operator to be played at event must be determined and submitted to Band no later than one month prior to event and Operator will be charged \$100 per new song selection as compensation for time taken by individual members to learn Operator selected songs. Additional song selections fee will thereby be added to final compensation at the point of final payment. Show will last a minimum of **3 hours (180 minutes)** consisting of two sets with one twenty minute break in between sets.

3. **Payment.** Compensation for the Show will be **\$1000** dollars, plus any additional song fees, payable by cashier's check, personal check, or cash. A 0% deposit of Fee is due upon signing of this contract. This is a required condition for the contract to proceed; if a 0% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 100% of Fee is due immediately prior to Band's Show, but may be made earlier. If paying by check, please make the check out to Craig Lucero

4. **Cancellation.** If full payment is not made by the time immediately prior to Band's Show, Show may be canceled by Band, and Operator may not seek any damages. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 0% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 100% of Fee. If Show is canceled within 2 days of Show, Operator must pay Band's full Fee. Band may cancel at any time prior to event held by Operator, in which case Band must refund any Fees collected up to that point.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 0% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Food and Drink.** Operator will provide Band with complimentary food and drink consistent with the inherent nature of the event.
7. **Parking.** Operator will secure sufficient parking for all Band member's vehicles (5) within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.
8. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Operator.
9. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.
10. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.
11. **Arbitration/Settlement Disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at URL resource locator: <http://www.larimermediation.org> and according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.
12. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.
13. **Interpretation.** Agreement will be interpreted according to the laws of Colorado.
14. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: Craig Lucero

Band's Representative typed name and title: **Craig Lucero**

Band's typed name: **STUMBLE MONKEY**

Operator's Representative Signature: _____

Operator's Representative typed name and title: _____