

**MICHAEL BLUE PRODUCTIONS L.L.C.
ENGAGEMENT CONTRACT**

#5279

1. **AGREEMENT MADE May 6, 2021** between the entertainment act **THE DWEEBES** (hereinafter referred to as “**ARTIST**”) represented by **MICHAEL BLUE PRODUCTIONS LLC** (hereinafter referred to as “**AGENT**”) and **City of Grand Rapids / Tom Pagel** (hereinafter referred to as “**PURCHASER**”). It is mutually agreed between the parties as follows: The **PURCHASER** hereby engages the **ARTIST** and the **ARTIST** hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth.
2. **PURCHASER: City of Grand Rapids / Dale Christy** **Performance Location: Grand Rapids, MN**
3. **DATE OF ENGAGEMENT: August 6, 2022**
4. **HOURS (STARTING & ENDING) TBD / 180 minutes of music**
5. **FULL PRICE AGREED UPON: \$6,000.00 plus 5 Double Hotel Rooms or \$400 Buy Out**
ADDITIONAL PROVISIONS: In the event of rain, Purchaser agrees to provide an alternative site. Purchaser further agrees that if unsafe conditions exist and no alternative site is available, Purchaser agrees to pay artist in full.
6. **ALL PAYMENTS:** shall be paid by certified check, money order, bank draft, in the name of **MICHAEL BLUE PRODUCTIONS L.L.C.** OR IN CASH AS FOLLOWS: a) **Deposit: \$900.00 due June 6, 2021** b) **BALANCE: \$5,100.00** payable to Michael Blue Productions L.L.C. shall be handed by purchaser to **Benjamin Blue or Michael Blue NO LATER** than just prior to performance.
7. **TYPE OF ENGAGEMENT: OUTDOOR FESTIVAL**
8. **PRODUCTION PROVIDED BY: ARTIST (SOUND & LIGHTS)**
9. **CANCELLATION:** Agent, Purchaser, and Artist agree that this agreement is not subject to cancellation unless AGENT agrees. AGENT will use its best efforts to insure completion of this contract by ARTIST. If however AGENT should be required to cancel the engagement due to various circumstances beyond AGENTS control, including the refusal of ARTIST to perform, AGENT shall give notice as soon as possible to PURCHASER and shall at AGENT'S option and in its sole discretion, either a) make a substitution of equal caliber, or b) replay the engagement at ARTIST’S and PURCHASER’S convenience, or c) return the deposit to the purchaser and cancel this agreement. If this contract results in litigation between the parties hereto, PURCHASER agrees to pay all AGENT’S cost therein, including reasonable attorney’s fees.
10. **COMMENCEMENT** of engagement together with physical delivery of this contract is deemed to be verification of an oral agreement and acceptance of all terms by both PURCHASER and ARTIST.
11. **ARTIST** shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder. **ARTIST** shall have the sole right to designate and change at any time the performing personnel. **ARTIST’S** obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, ACTS OF GOD, riots, strikes, labor difficulties, epidemics, and or order of any public authority or any other cause, similar or dissimilar, beyond **ARTIST’S** control.
12. **IF** before the date of any scheduled performance it is found that **PURCHASER** has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the **PURCHASER** has been impaired, **ARTIST** may cancel this agreement.
13. **IT** is mutually agreed by the **PURCHASER** and the **ARTIST** that the **AGENCY** is acting solely as an independent contractor and is in no way responsible should either party default this agreement. Nor will **AGENCY** be held responsible for the conduct or performance hereunder of either **PURCHASER** or **ARTIST**.
14. **IF** any of the provisions hereof are determined to be void by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force.
15. **THIS** agreement shall be subject to the laws of the State of engagement and all parties hereto accept the jurisdiction of the said State in all matters pertaining to this agreement.
16. **THIS** contract does not exclusively determine the person liable to report and pay employment taxes and similar employer levies under rulings of the U.S. IRS and of some State agencies.
17. **STAGING REQUIREMENTS: Purchaser to provide stage:** Minimum size 12 ft. deep by 20 ft. wide by 3 ft. high with secure stairs.
18. **POWER REQUIREMENTS:** Purchaser to provide either 2 exclusive 120 volt legs of 50 amp service (100 amp total) properly grounded and within 50 ft. of the stage or 8 separate 15/20 amp circuits.
19. **ARTIST requires three hours of setup time. Stage must be clear of other activity and equipment three hours prior to performance start time.**
20. **PURCHASER** shall provide complimentary soft drinks (12 pack of Red Bull) and water (36 bottles) for band members and crew, in a cooler located in the dressing room or stage area upon crew’s arrival.
21. **PURCHASER** to provide parking for **ARTIST:** one truck & 20 ft. trailer plus one passenger car or 40 ft. tour bus.
22. **PURCHASER** to provide adequate security before, during and after performance.
23. **PURCHASER** to use **ARTIST** approved photography of **ARTIST** for use in media and promotion of event due to trademark law.
24. **PURCHASER** to advance details regarding day of show with **ARTIST’s** road manager, **Benjamin Blue** at **715-222-6651**, 2-3 weeks prior to show.
25. **IF** contract is not returned to **MBP** within 30 days, contract may be declared null and void at **AGENT’S** discretion. Please sign, enclose deposit and return to Michael Blue Productions L.L.C. A fully signed copy will be returned to you.

DATE _____

Signature of **ARTIST: Michael Blue**
Michael Blue Productions L.L.C.
PO BOX 128 SOMERSET, WI 54025
715-247-3572
EIN# 39-1812-411



DATE _____

Signature of Purchaser or Agent thereof: **Dale Christy**
City of Grand Rapids – Dale Christy
420 N. Pokegama Ave.
Grand Rapids, MN 55744
303-618-5561
davidjess356@hotmail.com