

**AGREEMENT BETWEEN THE
TOWN OF HALFMOON
AND
THAT 80's BAND**

THIS AGREEMENT, entered into on the 25th day of June, 2024, between the TOWN OF HALFMOON, a municipal corporation having principal offices at 2 Halfmoon Town Plaza, Halfmoon, New York hereinafter referred to as the TOWN, and That 80's Band, hereinafter referred to as the BAND represented by Michael Bruce who is authorized to act and enter Agreements on their behalf for That 80's Band.

WHEREAS the TOWN is desirous of providing entertainment at the Halfmoon Town Park for our residents and those from the surrounding community on September 20, 2024, and the BAND has the equipment and the talent to provide entertainment.

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

1. That the TOWN shall provide to the BAND the use of the stage located in the Halfmoon Town Park.
2. That the BAND shall provide to the TOWN entertainment in a positive and family friendly environment.
3. That the BAND shall perform in the Halfmoon Town Park on September 20, 2024, from 6:30-9:00 pm with a 15-20-minute intermission. The TOWN shall provide power, a covered stage and lights.
4. That both parties will agree to indemnify and hold harmless the other party to the fullest extent permitted by law, from any claim, arising out of the use of the stage at the Halfmoon Town Park by the BAND, including acts or omissions and from any and all losses whatsoever, whether for personal injuries or property damage, civil or criminal sanctions or penalties. This includes and is not limited to the cost of litigation, attorney's fees, filing fees and expenses of each and every nature caused, contributed to or occasioned by its employees, agent, servants or assigns
5. That the TOWN shall maintain their current insurance policy regarding coverage for the Halfmoon Town Park.
6. That the Town shall pay the BAND \$2,500.00 in cash or by check payable to That 80's Band in exchange for their performance.
7. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective, but the remainder of the Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.
8. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

DATED: _____

TOWN OF HALFMOON

By: _____
Kevin Tollisen, Town Supervisor

DATED: 6/25/24

That 80's Band

By: Michael Ben

STATE OF NEW YORK)
TOWN OF HALFMOON) ss.:
COUNTY OF SARATOGA)

On the ____ day of _____, 2024, before me the undersigned, personally appeared, KEVIN TOLLISEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
TOWN OF _____) ss.:
COUNTY OF SARATOGA)

On the ____ day of _____, 2024, before me the undersigned, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public