

AGREEMENT TO PROVIDE LIVE MUSIC ENTERTAINMENT

This agreement (“Agreement”) is entered into on this 28th day of May, 2025, between **the VILLAGE OF LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY** (“DDA”) whose address is 118 N. Broadway Street, Lake Orion, MI 48362 and **20 FRONT STREET CONCEPTS, LLC** (“20 Front St.”), whose address is 20 E. Front St, Lake Orion, MI 48363.

RECITALS

WHEREAS, 20 Front St. offers booking, marketing and management of live music entertainment; and

WHEREAS, the DDA desires to sponsor live music in the DDA District to further the DDA mission statement of enhancing the DDA District; and

WHEREAS, 20 Front St. has previously provided live music for the “LO Live! Music Series” in Children's Park; and

WHEREAS, the parties now desire to enter into an agreement for 20 Front St. to provide live music to be held in the gazebo (“Gazebo”) at Children's Park located in the DDA District of the Village of Lake Orion for 2025 consistent with the terms herein; and

WHEREAS, the parties desire to enter into an agreement for 20 Front St. to provide live music entertainment, including the booking, marketing and management of live music entertainment in Children's Park at the Gazebo for the LO Live Summer Concert Series (“LO Live Summer Concert Series”) on the following concert dates: **July 8, 15, 22, 29** and **August 5, 12, 19, and 26** totaling **8 concerts**.

AGREEMENT

NOW THEREFORE, based upon the foregoing statements, the DDA and 20 Front St. agree to the following terms, conditions and representations with consideration acknowledged and accepted by both parties.

1. Services Provided. 20 Front St. shall provide, to the DDA, live music entertainment, including the booking, marketing and management of live music entertainment in Children's Park at the Gazebo for the LO Live Summer Concert Series (“LO Live Summer Concert Series”) on the following concert dates: July 8, 15, 22, 29 and August 5, 12, 19, and 26 totaling 8 concerts (“eight concerts”).

2. Cost of Services. The total cost for the services described in this Agreement is not to exceed Thirteen Thousand Dollars (\$13,000.00). The services included in the Cost of Services are to be budgeted as follows:

- | | | |
|-----|--------------------------------------|------------|
| (a) | National Touring Artist Fees: | \$7,500.00 |
| (b) | Local Artist – Open Act: | \$800.00 |
| (c) | Sounds System Rental/Sound Engineer: | \$2,400.00 |
| (d) | Booking/Marketing/Promotion Fees: | \$2,300.00 |

3. Invoices and Payment. 20 Front St. shall, via email, bill the DDA for the LO Live! Summer Concert Series in the following manner. In June of 2025, 20 Front St. shall email two invoices to the DDA for the concerts to be held on **July 8, 15, 22, and 29**. In July of 2025, 20 Front St. shall email two invoices to the DDA for the concerts to be held on **August 5, 12, 19, and 26**. The DDA shall issue checks to 20 Front Street Concepts LLC as the payee. The address for 20 Front St. is 20 E. Front Street, Lake Orion MI 48363. 20 Front St.’s EIN # is: 81-2686064. The DDA can contact the staff of 20 Front St. by emailing Lisa Sokol at lsokol414@gmail.com or emailing Allan Goetz at allan@20frontstreet.com or emailing kevinbessert@gmail.com.

4. Sponsorship Revenue. The DDA shall retain all sponsorship revenue and will assist on the nights of the events governed herein with capacities, announcements and giveaways. 20 Front St. will provide a banner at the Gazebo and one banner from the upper sidewalk fence with a donation link to support 20 Front St. and to advertise future events, concerts and shows. 20 Front St. may also have a table of merchandise or concert information and opportunities to invite attendees to learn more about 20 Front St.

5. Term of Agreement. This Agreement shall commence January 1, 2025 and shall end August 31, 2025 without any further action by any party. The Lake Orion Downtown Development Board approved the terms of the proposal at the regular Lake Orion DDA Board meeting December 17, 2024 in preparation for the 2025 planning season.

6. Termination of Agreement. Either party may terminate this Agreement at any time, for any reason or no reason upon the provision of not less than fourteen (14) days written notice to the other party.

7. Indemnification, Waiver and Insurance. 20 Front St. agrees to indemnify, defend and hold harmless, the DDA, the Village of Lake Orion and its elected Council Members, Boards, Commissions, employees, and agents for any claims, actions, damages, liability occurring in connection with the services provided by 20 Front St. as identified herein. 20 Front St. also waives any right of recovery it has, now or later, against the DDA, the Village of Lake Orion and its elected Council Members, Boards, Commissions, employees, agents, for any loss or damage arising from said services. 20 Front St. shall obtain and maintain during the entire term of this Agreement liability insurance insuring against damage to persons or property for said services, which policy shall list the DDA, the Village of Lake Orion and its elected Council Members, Boards, Commissions, employees, agents, as additional insureds and shall provide the DDA with an insurance binder showing the existence of the insurance evidencing the DDA, the Village of Lake Orion and its elected Council Members, Boards, Commissions, employees, agents as additional insureds.

8. Assignment. 20 Front St. shall not assign or transfer its rights under this Agreement without the prior written consent of the DDA. The DDA shall not assign or transfer its rights under this Agreement without the prior written consent of 20 Front St.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of 20 Front St and its respective heirs, representatives, successors and assigns. In addition, this

Agreement shall be binding upon and inure to the benefit of the DDA and its respective heirs, representatives, successors and assigns.

10. Entire Agreement. This Agreement contains the entire agreement of the DDA and 20 Front St. The DDA and 20 Front St. acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.

11. Jurisdiction and Venue. This Agreement shall be governed by and construed according to the laws of the State of Michigan. Venue for any disputes under this Agreement shall be in Oakland County, Michigan.

12. Effective Date. This Agreement shall be effective upon its full execution and shall commence as set forth herein.

20 FRONT STREET CONCEPTS LLC

By: 

Its: Managing Member

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ___ day of _____, 2024, before me personally appeared _____, who acknowledged that with authority to do so he/she signed this Agreement.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

**VILLAGE OF LAKE ORION DOWNTOWN
DEVELOPMENT AUTHORITY**

By: _____

Its: Executive Director