

City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI, 48076

LATHRUP VILLAGE MUSIC FESTIVAL ENGAGEMENT CONTRACT

This Music Performance Contract ("Agreement") is made and entered into on this 16th day of January, **2026**, by and between **Thornetta Davis** ("Artist"); and the Lathrup Village Downtown Development Authority ("Purchaser").

The Purchaser agrees to engage Artist and Artist agrees to perform the engagement in accordance with all

1. **Place of Engagement and Performance Information**

Event: *Lathrup Village Music Fest 2026*

Location: City Hall Municipal Park, 27400 Southfield Rd., Lathrup Village, MI 48076

Date: September 12, 2026 (Rain Date: Sept. 13, 2026)

Event Time: 12:00 PM – 10:00 PM*

Performance Time: **2:15-3:15PM**

Purchaser will provide staging, lighting, sound system and sound engineer

*Accounting for overages

2. **Performance Fee & Payment**

Agreed Upon Fee: **\$3000.00**

Payment by City-Issued Check shall be made out to: Thornetta Davis

Deposit of 50% paid upon execution of this agreement

Balance of Remaining 50% paid on: September 12, 2026 after performance

3. **Additional Terms and Conditions**

Stage, Sound, Lights, Tech: Provided by Purchaser

Backline: Provided by Purchaser

Venue Name: Lathrup Village City Hall Municipal Park

The Artist and any members of their staff/group/band are hereby bound to this agreement and will follow all rules, laws and stipulations set forth by this agreement, as well as all laws and ordinances in the City of Lathrup Village, Oakland County and the State of Michigan. "Artist" is responsible for their own means of transit to and from the event as well as their own housing (if necessary).

terms and conditions specified in this contract and those in the attached Engagement Rider.

1. Performance Details

(a) "Artist" agrees to alternatively perform ~~on the rain date of, September 13, 2026, on a future date within one year, or the 2027 LVMF~~, if the festival is called off due to inclement weather, which shall be determined by "Purchaser". Inclement weather being defined as weather not conducive to an outdoor festival, performers, guests, or equipment, including, but not limited to: rain, strong winds, storms, and tornados. "Purchaser" will notify "Artist" by **9:00 a.m. on September 12, 2026** if the festival is, indeed, postponed to the following day. In the event that the performance is cancelled or postponed as detailed above, payment will be made immediately following completion of the rescheduled performance. If the performance is cancelled with no rescheduled performance, no payment shall be made.

(b) "Artist" agrees to return "Agreement" with Addendum(s) to "Purchaser" to initiate deposit.

2. Venue and Permits

(a) "Purchaser" agrees to provide a lawful, secure venue with all necessary permits and approvals required to conduct the event. The venue will comply with all applicable local, state, and federal laws.

(b) "Artist" acknowledges that the venue, being a city park, is subject to the regulations contained in Chapter 46 of the Lathrup Village Code of Ordinances, including but not limited to the limitation on music levels to not exceed 65 decibels and the requirement that all activities, including cleanup, must be completed by 10:00 p.m. "Artist" agrees to abide by such regulations, unless otherwise authorized by resolution of the city council and department of parks and recreation.

3. Artist Performance Guarantees

(a) "Artist" agrees to perform at the event on the agreed upon date, or the rain date, should the agreed upon date be cancelled due to inclement weather, unless prevented by an act of God, civil war, or any other natural disaster or event beyond "Artist's" control.

(b) ***"Artist" agrees to arrive and check in at venue at least 45 minutes prior to their set***

(c) If "Artist" is unable to perform due to any reason beyond their control, they will make every reasonable effort to notify "Purchaser" as soon as possible.

(d) If "Artist" fails to perform for any reason, "Purchaser" shall receive a full refund of the deposit, within five (5) working days.

(e) If "Purchaser" fails to meet the terms of this "Agreement", including providing a lawful venue and necessary permits, a refund will be issued, and the event will be considered canceled.

4. Artist's Warranty

By signing this “Agreement”, "Artist" warrants that they are eighteen (18) years of age or older and are authorized to enter into this legally binding contract on behalf of themselves or the organization they represent.

5. W9 Included

(a) "Artist" agrees to provide a completed W9 form to "Purchaser" for tax reporting purposes with the “Agreement”, and prior to release of the deposit check. A *W9 form* is included as Addendum #1.

(b) “Artist” is not an employee of the City of Lathrup Village and will be seen and treated as an independent contractor responsible for all applicable taxes themselves.

6. Hold Harmless Included

"Artist" agrees to provide a completed *Hold Harmless Agreement* to "Purchaser" with the “Agreement”, and prior to release of the deposit check. A *Hold Harmless Agreement* is included as Addendum #2.

7. Promotion and Merchandise Sales

(a) "Artist" agrees to promote the event on social media platforms and/or other methods of promotion.

(b) "Purchaser" is granted the right to use "Artist's" image for promotional purposes related to the event.

(c) “Artist” shall have the privilege, at its sole cost, to sell merchandise at the Event provided that “Purchaser” pre-approves the type of merchandise to be sold, and the location and duration of “Artist” merchandise sales. All revenues generated from the sale of Artist’s merchandise shall be retained by “Artist”.

(d) “Artist” acknowledges and agrees that “Purchaser” shall have the right to photograph and/or videotape the “Artist” performance at the event and publish and/or broadcast such photographs/recording for purposes of promoting future City events and without being liable for fees or royalties to “Artist”.

(e) No soliciting for donations, tips or other funds is permitted at any time by anyone whether affiliated or not with the “Artist”.

(f) “Artist” will supply promotional jpgs for social media, with the “Agreement” and prior to the release of the deposit check.

8. Modifications

This "Agreement" may not be modified, altered, or amended except by mutual consent in writing, signed by authorized representatives of both "Purchaser" and "Artist". The validity, construction and legal effect of this contract shall be governed by the laws of the State of Michigan. The parties agree that legal jurisdiction over a dispute arising under this contract rests exclusively in a court of competent jurisdiction in Oakland County, Michigan.

9. Miscellaneous

(a) This "Agreement" constitutes the entire understanding between the parties regarding the event and supersedes all prior negotiations, discussions, or agreements.

(b) Any dispute arising out of this "Agreement" shall be resolved under the laws of the jurisdiction in which the event is being held.

(c) "Artist" is responsible for arranging and paying for costs incurred in traveling to and from the Engagement, including any costs associated with the transport of instruments and equipment. **The City of Lathrup Village will reserve up to two car spaces near the venue for easy access by "Artist". No more than two vehicles for each "Artist" will be permitted, without prior authorization.**

(d) "Artist" will conduct themselves in a professional manner, as "Purchaser" does not permit the use of foul language. Additionally, "Artist" will adhere to a dress code set forth by "Purchaser" prior to the event and perform music representing a community event, while performing in accordance with a community event.

10. Signatures

Purchaser Information:

Lathrup Village Downtown Development Authority

By: Austin Colson

Title: Community & Economic Development and Downtown Development Director

Address: 27400 Southfield Rd., Lathrup Village, MI 48076

Date: _____

Contact Information:

Email: acolson@lathrupvillage.org

Phone: 248-663-6023

Signature: _____

Artist Information

Band/Group Name: Thornetta Davis

Artist's Signature: _____

Print Name: _____

Address: _____

Contact Number: _____

Date: _____

Signature: _____

Attachments:

Addendum #1 – W9 Form

Addendum #2 – Hold Harmless Agreement