



CONTRACT

This Booking Agreement (the "Agreement") is made on "**DATE**", by and between **Briolive Production & Entertainment**, 118 West A Street, Suite A, Kannapolis, NC, 28081, United States (hereinafter "Consultant"), and "City of Lawrenceville", 70 South Clayton Street, Lawrenceville, GA 30046, United States (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the **Purchaser** engages the **Consultant** to provide the entertainment generally described as the "Performance" listed herein. The **Consultant** hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Duties

Purchaser is desirous of hiring the **Consultant** to be the exclusive talent buyer for 2024⁴³ City Events hereinafter referred to as "City Events", which shall consist of multiple individual concert dates to be mutually determined by the **Consultant** and **Purchaser** (each referred to as a "Concert"). The Event and Concerts shall be located in downtown Lawrenceville ("Premises").

The duties of the **Consultant** will be: To conduct preliminary negotiations with artists and their representatives, assist in processing contracts, consult the Purchaser on how to meet all necessary requirements, excluding rider, as outlined in the contracts which have been approved by the **Purchaser**. **Consultant** and **Purchaser** will carry out their duties in a conscientious, diligent, and responsible manner, at all times protecting each other's integrity and reputation so that the image to the public will be of the highest caliber. For the purposes of this Agreement, all so-called "free" or unpaid talent shall not be secured by the **Consultant**.

2. Payments

The total contract shall not exceed \$180,000.00 for the year, which includes all compensation to any artist and to the **Consultant** for all acts/artists booked for the **Purchaser** (the "Consultant's Fee"). Upon acceptance of any offer submitted by the **Consultant**, **Purchaser** shall be responsible for paying fifty percent (50%) of deposits on the artist guarantee and fifty percent (50%) of the consultant's fee. The remaining balance due of the consultant fee and the artist fee shall be paid seven (7) days before the Event. The consultant Fee may not represent the total remuneration received by **Consultant**, which may realize additional revenue from services such as sponsorships, ticketing, promotions, marketing initiatives, and block buys.

Deposit of funds are due 10 days after the contract is issued payable to the Consultant.

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For the deposit and final payment, an EFT Transfer will be issued to the **Consultant**. The agency fee is included in the deposit and is considered earned upon execution of the contract and is non-refundable.

3. Security

The **Purchaser** shall commit to having proper security to ensure and maintain the orderliness of the event.

4. Facilities and Personnel

Purchaser shall furnish on the Premises, at its sole expense unless otherwise agreed to within an agreement with the **Consultant**, (a) a suitable stage with adequate heated/air-conditioned dressing room (s), areas for sound and light controls, areas for spotlights and such other facilities as are necessary or appropriate, and will furnish and pay for all its own expenses necessary for proper presentation of the event on the date and time of the above-mentioned performance, to include sound equipment, lighting, rigging, stage operation crew, and other equipment. Additional stage-hands to load-in/load-out are subject to approval per **Purchaser**. In addition, **Purchaser** shall furnish to the personnel and performers free admission to the Premises and access to all areas necessary or convenient for the performances contemplated herein.

5. Intellectual Property

The Purchaser shall not itself, nor shall it permit others, to the best of its ability, to record, broadcast, or televise, photograph, or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof. Segments, less than 15 seconds of any performance may be posted on social media as this is a public event. Consultant will work with artists to obtain approval for Purchaser to be permitted to record portions of the event or performance and use such recordings for promotional purposes.

6. Merchandising

Artist(s) shall have the exclusive right to sell all types of artist-related merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, CDs, stickers, or other merchandise on the premises of the Place of Performance during the Date of the Performance. The artist will retain 100% of the gross revenue from merchandise sales.

7. Right to Likeness

Purchaser shall be entitled to advertise and promote the appearance of the artist at the performance solely for the purpose of increasing attendance at the performance.

8. Term and Termination

- a. **Term.** This agreement shall stay in effect through and including the final engagement date.
- b. **Termination.** If, on or before the Date of Performance, **Purchaser** has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of **Purchaser** fails or refuses to make such payment forthwith, **Consultant** shall have the right to cancel this Agreement by notice of a minimum of 30 days to **Purchaser** to that effect, and to retain any amounts theretofore paid to **Consultant** by **Purchaser**.

9. Force Majeure

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, epidemic, act of God, or any other force majeure event or occurrence beyond their respective control. In this situation, the deposit can be transferred to a mutually-agreeable date within 365 days of the original date. If the **Purchaser** cancels the event outright outside of governmental regulations for shutdown, the deposit will be forfeited as it's considered earned by the **Consultant** for holding the date.

10. INDEMNITY AND INSURANCE.

Consultant will indemnify and hold the **Purchaser** and its employees, officers, and agents, harmless from any claims, liabilities, damages, costs, and expenses arising out of the performance of or failure to perform the **Consultant's** duties, or any acts or omissions of the **Consultant**, whether occurring within or outside the scope of representative's agency, employment or duties and that is not otherwise the result of **Purchaser** or **Purchaser's** representative's gross negligence or willful misconduct. **Consultant** shall keep in force during the duration of this Agreement all customary forms of insurance, including comprehensive general liability (with a limit to be no less than one million dollars \$1,000,000.00), or any additional amount agreed upon by **Consultant** and artist's representative, and shall ensure that all **Consultant** employees are protected by worker's compensation as required by law. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the **Purchaser** upon request. **Purchaser** assumes full responsibility for the operation of the Premises where the Event will take place and all facilities and equipment thereon.

11. Governing Law

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia. The parties agree that the jurisdiction and venue of any legal proceeding shall be in Gwinnett County, Georgia

12. Assignment/Transfer

Neither **Consultant** nor **Purchaser** may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the **Consultant** and **Purchaser** and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided herein shall be in writing and personally served or mailed to each Party at the addresses provided.

14. Entire Agreement

This Agreement contains the complete understanding and agreement of the parties and no representations, inducements, promises, agreements, or undertakings, whether oral or written, express or implied, shall have any force or effect. No modification or amendment may be made except by writing executed by both parties. If any covenant, term, or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. The parties represent and warrant that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed, and delivered.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LAWRENCEVILLE, GEORGIA

BY: _____
David Still, Mayor
City of Lawrenceville, Georgia

ATTEST:

Karen Pierce, City Clerk
City of Lawrenceville

APPROVED AS TO
FORM:

City of Lawrenceville Attorney
Pereira, Kirby, Kinsinger & Nguyen, LLP

SERVICE PROVIDER: BrioLIVE Entertainment

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name

Title

(Corporate Seal or Notary Seal)