

## Contract for Musical Performance

The parties hereby enter into this Contract for Musical Performance on the following terms and conditions:

### Parties.

Venue. City of Loganville, Georgia

Performers. Tribute Management, LLC, a Georgia Limited partnership, (hereafter referred to as “Fire Lake”) will provide the musical services of “Fire Lake: A Tribute to Bob Seger”. The performance will consist of Gar Hogan on lead vocals and a backing band of at least six musicians performing the music of Bob Seger.

### Description of Performance.

Date(s). August 18, 2023.

Location: Downtown Loganville

Length. Fire Lake will perform two one-hour sets, to begin at 7:30 pm.

### Payment.

Amount. The total payment for Fire Lake’s one two-hour set is:  
Three Thousand Dollars (USD \$3000.00).

Deposit. A deposit of 10% of the Total Price will be paid at the time of the contract signing. This deposit is non-refundable, except by mutual agreement of the parties.

Balance. The balance of USD \$2700.00 must be paid when the band arrives at the venue the day of the show. All payments shall be made by electronic funds transfer, certified or other bank check, or in cash.

### Cancellation Policy.

By Performers. Fire Lake shall not cancel for any reason except in the case of serious illness. In such a case, the deposit (and all monies received) shall be returned in full within three days of cancellation.

By Venue. The venue may cancel more than thirty days before the performance. In such a case, Fire Lake shall be entitled to keep the deposit in full as liquidated damages.

If the venue cancels within thirty days of the performance date, the venue shall pay Fire Lake an amount equal to 50% of the contract price, less the deposit.

Force Majeure. In the event of severe weather, an act of God, or civil unrest, then in that event the parties shall agree to a rescheduled date. All other terms shall be in force for the rescheduled date.

### Relationship.

Nothing in this agreement may be deemed an employment agreement. Fire Lake maintains a contractual relationship with the venue and no member of the band has any rights as an employee of the venue.

### Equipment and Layout.

The venue will provide the following:

PA Equipment. To include mics and mic stands and cabling per Fire Lake's Technical Rider, attached hereto.

Lighting. Concert-style stage lighting.

Backline. Fire Lake will provide all needed backline.

### Hospitality.

The venue will provide a meal for each band member between the soundcheck and the performance, as well as bottled water, juice, sodas (diet and non-diet), and coffee upon request from the load-in through the load-out.

### Merchandise Sales.

The venue agrees to allow Fire Lake to sell merchandise related to the band and to its sponsors. These sales shall be limited to an area designated by the venue. All sales of any product or service by Fire Lake must comply with all local, county, state and federal laws.

### Video or audio recordings.

The venue agrees to allow Fire Lake to make video and audio recordings of the performance. Should Fire Lake publish the recordings in any way, the recording will bear the designation "Recorded Live at [name of venue] on [date of performance]."

The venue shall make reasonable accommodations for such recording.

### Performance expectations.

Fire Lake will perform a “family-friendly” show. Nothing in the performance shall violate any local, county, state, or federal laws.

### Parking and loading/unloading.

Fire Lake will require ingress and egress to the venue for load-in and load-out. The venue will permit the parking of a motor home or bus or truck in a safe and publicly visible location at the venue, from load-in through load-out. If this contract requires an overnight stay, then Fire Lake will be permitted to park its vehicles at the venue overnight.

Fire Lake will be permitted to display signage related to Fire Lake’s performance and its sponsors. All such signage must comply with all local, county, state, and federal laws.

### Lodging and transportation.

**Lodging.** This contract does not require overnight lodging for the members of Fire Lake and its entourage.

**Transportation.** Fire Lake shall be responsible for the transportation of all band members and equipment to and from the performance at its sole expense.

**Entire Contract.** This contract contains the entire agreement of the parties and there are no other promises or conditions whether oral or written concerning the subject matter of this contract. This contract supersedes any prior oral or written agreement between the parties.

**Severability.** If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Modification.** This contract may be modified in a writing signed by both parties.

**Notice.** Any notice or communication required or permitted under this contract shall be sufficiently given if delivered by email to the address set forth in the “Signatories” paragraph below.

Waiver of Contractual Right. The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance of every provision of this contract.

No assignment. Neither party may assign or transfer this contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Signatories.

In consideration of the foregoing mutual consideration, the parties hereby agree to be bound by this contract.

Venue.

Business entity: \_\_\_\_\_  
Public name: \_\_\_\_\_  
Authorized signatory: \_\_\_\_\_  
Name/title of signatory: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date signed: \_\_\_\_\_

Fire Lake.

Business entity: Tribute Management, LLC  
Public name: Tribute Management, LLC (for "Fire Lake" Band)  
Authorized signatory: Garland Hogan  
Name/title of signatory: Owner/Bandleader  
Email address: gar@firelaketribute.com  
Date signed: \_\_\_\_\_