



Performance Agreement

This Contract and Agreement, made on January 22, 2023, between (Artist) The Swingin' Medallions, DBA as Medallion Productions LLC and Purchaser, Kristy Daniel, City of Loganville GA. **Contract and deposit should be returned within ten days of date of issue. If contracts and deposits are not returned within this period, the date will be considered open and available, and will not be held.** Artist and Purchaser agree to the following Terms and Conditions:

- **PURCHASER NAME, ADDRESS, AND CONTACT INFORMATION:**
Danny Roberts, City of Loganville GA
(P) 770-466-3184 kdaniel@loganville-ga.gov
- **VENUE NAME, ADDRESS, AND CONTACT INFORMATION:**
Loganville GA
- **DATE (S) AND TIME (S) OF PERFORMANCE:**
Friday, June 16, 2023. Artist to perform 2 sets between 7:30-10pm
- **LOAD-IN AND SET-UP TIME (MINIMUM OF FOUR HOURS PRIOR TO PERFORMANCE):**
TBD
- **PRICE AND TERMS OF PERFORMANCE: \$6000.00 (plus attached Rider)**
Purchaser to provide covered staging. Artist to provide audio/lighting.
Purchaser provides, at no cost to Artist, 6 double hotel rooms and rider
- **PAYMENT TERMS: \$1500 non-refundable deposit** due with signed contract.
Balance of \$4,500 due the day of event.
Settlement between Purchaser and John McElrath, prior to event.

PLEASE MAKE CHECKS PAYABLE TO Medallion Productions, LLC (Tax ID# 32-0149929)
ANY ATTACHED RIDERS AND SPECIAL CONDITIONS SHALL BE DEEMED INTEGRAL PARTS OF THESE TERMS AND CONDITIONS. APPLICABLE RIDERS MUST BE SIGNED AND RETURNED WITH CONTRACT/DEPOSIT.

Artist's obligations are subject to normal and customary "force majeure" conditions, including, but not limited to, Acts of God, riots, strikes, labor difficulties, illness, accidents, means of transportation, any act of Public Authority intervention, or any other condition or circumstance beyond Artist's control. Under such circumstance, there shall be no claims for damages by either party to this Contract and Agreement. Any and all costs and expenses (including Attorney fees) incurred by Artist in connection with the enforcement of this Contract and Agreement or collection of wages and fees, due to a default or breach by the Purchaser will be paid by the Purchaser. **Cancellation by Purchaser of event, after Agreement is fully executed, will require full payment of balance, unless otherwise agreed to by The Swingin' Medallions.** Purchaser shall be liable for any and all damages to Artist's equipment caused by Purchaser, his employees, guests, or any other person not associated with or connected to Artist. Purchaser agrees to hold harmless The Swingin' Medallions or any of its agents, members, guests, employees or independent contractors for any damages or claims arising from this performance, preparation, set-up and breakdown.

In the event of inclement weather that renders any performance hazardous or unsafe, Purchaser shall remain liable for payment of the full agreed upon compensation, even if the performance is prevented by such weather conditions. Artist to be paid in full, rain or shine.

Robby Cox
Authorized Representative of
The Swingin' Medallions

Danny Roberts
Authorized Representative of
City of Loganville GA

Date

Date

**PLEASE REMIT CONTRACT/DEPOSIT TO:
Robby Cox, 1025 Sunset Road, Brentwood TN 37027**