



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

This Musical Performance Contract (this "Contract") is made effective as of January 31, 2023, (the "Effective Date") by and between DEPARTURE ("DEPARTURE Entertainment, LLC"), of 1255 Whisper Cove Drive, Buford, Georgia 30518, and the "CLIENT", City of Loganville c/o Danny Robert., whose mailing address is: PO Box 39, Loganville, GA, 30052, telephone number is (404) 290-5884 and e-mail address is kpeters@loganville-ga.org for the functions of:

DESCRIPTION OF SERVICES: DEPARTURE concert performance, to be held on the date of: Saturday, July 21, 2023, format of event: Two (2) hour concert-style performance, start time 7:30PM, held at: 605 Tom Brewer Road, Loganville GA 30052, at the agreed upon rate of: \$6,000.00. Sound equipment sufficient for the space and lighting equipment sufficient for stage will be provided by DEPARTURE including a professional sound engineer to setup and operate sound and lighting equipment for the duration of the performance. Required staging and accommodations are listed in **ATTACHMENT B: Performance, Accommodations and Plot Rider**. Venue agrees to provide "Accommodation Specifications" as outlined in **ATTACHMENT B: Performance, Accommodations and Plot Rider**.

DEPOSIT AND CANCELLATION: Your event will be guaranteed and reserved upon receipt by mail of this original signed contractual agreement by the appropriate party along with a non-refundable, non-transferable **fifty percent (50%)** retainer in the amount of \$3,000.00. The remaining balance of the account (\$3,000.00) is due in full on the day of the event immediately following the conclusion of the performance. Any cancellations, changes in dates or times must be received in writing sixty (60) days prior to the event or the remaining balance of the account will be due in full. A mandatory \$35.00 fee will be applied to all returned, unpaid checks. This is a "rain or shine event" and payment will be due in full regardless of the weather.

INCLEMENT WEATHER. If the function is outdoors, the CLIENT agrees to ensure that the band and their equipment are furnished with adequate covering from the outdoor elements. The CLIENT is aware that the performance may be temporarily suspended during inclement weather for the safety of guests and to prevent damage to band's equipment.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event and all monies paid by City of Loganville, shall be refunded in full if the Force Majeure is applied. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the



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two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract. All expenses associated with said Arbitration will be shared equally between the client and DEPARTURE.

TERM. DEPARTURE and CLIENT agree that this Contract shall commence on the above date listed in the first paragraph on page 1 of this agreement and terminate on July 21, 2023, at 11:59PM. Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.

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 and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be governed by the laws of the State of Georgia.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

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.

ENTIRE CONTRACT. This Agreement constitutes the entire Agreement between DEPARTURE and CLIENT, and it supersedes any and all other agreements, whether written or oral, between DEPARTURE and CLIENT with respect the event(s) specifically listed within.



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I understand and agree to the terms of this contract as detailed above:

CLIENT's Signature: _____ Date: _____

Printed Name: Danny Roberts

Doug Ballard: _____ Date: _____

"DEPARTURE Entertainment, LLC"

DEPARTURE is a tribute band and is not sponsored, endorsed, or affiliated with Journey, or its current or former members. Product names, logos, brands, and other trademarks featured or referred to within thejourneytributeband.com remain property of their respective trademark holders and are used solely for descriptive or identification purposes. Copyright ©



Attachment B: Performance, Accommodations & Plot Rider

This rider constitutes part of our contract with you. All equipment must be provided to us in good, working condition. If any items are not provided as requested without prior band approval, we reserve the right to cancel our performance and retain our show deposit, plus demand reimbursement for any losses incurred due to travel expenses and possible lost revenue. A representative of the person or company providing any backline equipment must be available throughout sound-check and the show to ensure said equipment's proper performance.

Front of House PA Specifications (when venue provided)

1. Sound system capable of delivering full, clean, undistorted sound adequate for the venue. (i.e. – capable of delivering SPL of 105db, thru out venue and at "house" mix position; frequency response of 30Hz – 18kHz +/- 3db, total harmonic distortion + noise below 0.5% at full rated power.) A sound console with 36 available channels is requested, 24 channels at minimum. Microphones and mic stands must be CLEAN and in good working condition. System must not obstruct audience line of sight (subject to venue / promoter approval). Experienced operator familiar with the system must be available to operate the system throughout the sound-check and performance. SEE STAGE PLOT / INPUT LIST FOR DETAILS AND MIC/STANDS AND DI REQUIREMENTS
2. IF AT ALL POSSIBLE, please provide a digital front of house console (Digidesign Profile or Yamaha M7CL48 as examples). This will eliminate the need for most of the outboard gear required with analog consoles. If an analog system is provided, please have a professional quality two channel 31 band eq on main outputs for tuning. Also, all processors shall be set up and operating before we arrive and should not be touched or returned after sound check.

Stage Monitor Specifications (when venue provided)

1. If using In-Ear System: DEPARTURE will bring a rack mounted Behringer X-32 rack mounted mixing board which will control the mixes for all 5 members. Additionally to the In-Ear system, lead singer (center front stage location) will require two (2) floor wedges, (15"+ horn preferred), which will be mixed by venue provided sound engineer.

In-Ear System includes a custom-built fifteen (15) foot snake that can either serve as a flow thru to connect our input list to the front of house or can be fed by splitter snake.

FLY DATES: If the band travels by plane to the venue, we will bring a Behringer X-18 system and will require tails from FOH/Monitor to patch to us for monitor inputs.

2. If using Floor Wedges: DEPARTURE requires 5 mixes w/ 1 wedge each, 2 for lead singer. (15"+ horn preferred). A second wedge (15"+ horn) for the lead guitar, and bass guitar along the front of the stage will also be acceptable. If stage is larger than 30' wide, an additional Floor monitor (and microphone) will be required to the right of drum riser (stage right). See optional setup on stage plot for bass wedge.
3. Experienced monitor operator familiar with system must be available to operate the system throughout the sound-check and the entire performance.

Stage Lighting Specifications (when venue provided)

1. Lighting adequate for the stage area. All parts of the stage must be well lit with no dark areas. Bright colored gels are requested. Lighting operator (LD) familiar with the system must be available throughout performance to operate the system.
2. Recommended, but not required: 5 Incandescent front specials focused at each band member position.
3. Recommended, but not required: 3 color washes (we love LED fixtures and movers)



4. Recommended, but not required: Par 64 LED double yoke for up-lighting
5. Recommended, but not required: DMX Hazers / Foggers and fans

Staging Specifications

1. DEPARTURE (Band) requires sufficient space to perform. Preferable staging should be 24' wide by 20' deep to adequately accommodate the performance space for the band. Minimum specifications 15' wide by 15' deep. Open floor space requires a clear space of 30' by 20' to accommodate band performance and PA set up.
2. Staging height preference is 12" to 36" for backline elevation.
3. Preference of two risers: Center for drums to be 18 to 24 inch, 8ft x 8ft. Stage Right 12inch minimum, but may be same height as drums, 8ft x 8ft is space permits, minimal 8ft x 4ft. See attached stage plot for locations.

Access/Power/Coverage

1. Venue must be open, lighted, and available (free of obstructions and bystanders) for load-in and out, setup, and sound check, a minimum of 3 hours prior to scheduled doors opening and 1 1/2 hour after show end. Power must be on and circuit breakers accessible the entire time.
2. DEPARTURE must be provided a minimum time frame of 75 minutes to set backline and conduct a full sound check.
3. The band requires access to a minimum of two (2) electrical outlets within 10 feet of the area in which they will be set up, with independent electrical loads. Band would also prefer to have power accessible along the front of the stage and at each set up location as indicated on the stage plot below. Band will not be held responsible for insufficient power supply. Two (2) additional independent electrical outlets will be provided for monitor and PA within 10 feet of the mix area.
4. If the function is outdoors, the band and mix position and their equipment must be provided with adequate overhead covering/roofing or tenting from the outdoor elements. The covering must be set up and in place in time to allow set-up and tear down to proceed in normal fashion (3 hours prior and 1 1/2 hour after show time). The client is aware that the performance may be temporarily suspended during inclement weather for the safety of guests and to prevent damage to band's equipment.

Opening Acts

If there is to be an opening act for this performance, they must provide their own stage equipment. DEPARTURE will not be made to allow the opening act to use our stage equipment, however, it may be allowed at the discretion of DEPARTURE with prior arrangement, either in part or in whole. DEPARTURE will also not be made to strike, move, or otherwise relocate our stage gear or props once it has been positioned for our sound-check and performance without prior arrangement.

Merchandise

Artist shall have the sole and exclusive right to sell any of Artist's merchandising at 100%. No fees will be charged to the Artist or profit shared. We travel with our own merchandising set up including Merch person, Display, and tables. We will need a space 10'x10' for outdoors or 8'x6' for indoors with a power outlet close by. Please provide location for set up prior to Artist arrival.



Accommodations Specifications: Meal/Beverage Buyout Provision - \$150: Hotel Buyout Provision - \$500 (not applicable for destination location/resort areas with a higher cost for hotel – should be clarified prior to signing).

Applies only to day of performance and only for the meal in connection with the performance time. Other meals associated with travel will be handled separately.

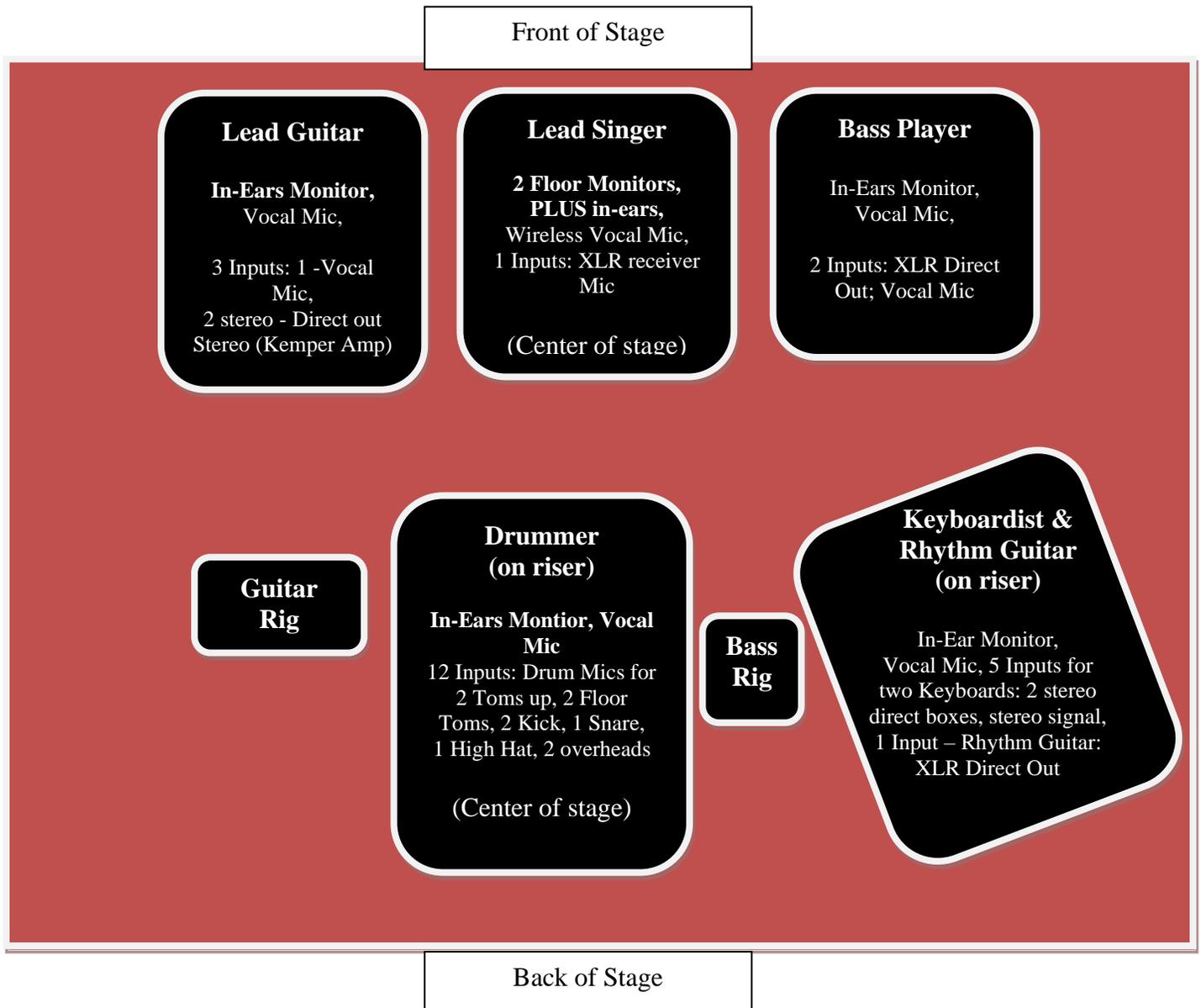
1. **Meal Buyout Provision:** If venue works under a bar/food tab provision, DEPARTURE's 5 members require \$100 (\$20 per member) for food, \$120 if a crew member is involved.
2. If venue/Client provides food, minimum of one (1) meal per member for each of the 5 members and any band provided engineers or staff at least two (2) hours before the performance time. Actual number required will be disclosed prior to event. Food vouchers for a venue that is within walking/short travel (less than 10 minutes) distance is also agreeable, where food is not available at the venue.
3. **Beverage Buyout Provision:** If venue does not provide alcoholic beverages, DEPARTURE's 5 members requires \$50 (\$10 per member) for beverage purchases.
4. If venue/Client provides alcohol, preferred Alcoholic beverages: DEPARTURE requests one (1) 750ml bottle of Teremana Silver Tequila **AND** one (1) 750ml (or larger) bottle of Jagermeister (on ice/freezer), if permissible by venue or local regulations.
5. Venue/Client to provide band a minimum of one (1) case, (24 bottles) of water.
6. Venue/Client to provide mixed supply of sodas (diet and regular) on ice/refrigerated.
7. Venue/Client to provide twelve (12) SUGAR FREE RedBulls or equivalent energy drinks.
8. Venue/Client to provide various snacks for band would be appreciated.
9. **HOTEL ACCOMMODATIONS (If Applicable):** If hotel accommodations are provided for the band, minimum of 5 rooms (4 singles and one double) with double or larger beds to accommodate 5 band members and up to one crew member. Hotel must have a minimum rating of "3 stars" as determined by rating on Hotels.com. Special events, such as holidays, may incur a higher buyout
10. **HOTEL Buyout Provision:** If venue does not provide Hotel Accommodations, yet the agreement calls for Hotel due to travel, DEPARTURE requires \$500 to cover lodging expenses except in high-cost markets (destination locations/resort locations), were market rate for 5 rooms will be required. This provision should be agreed to in advance of contract approvals.



Stage Plot/Input List – 27 Total Inputs

- 5 Vocal Mics (3 across the front, 1 Keyboardist & 1 Drums)
- 10 Drum Mics (2 Toms up, 2 Floor Toms, 2 Kick, 1 Snare, 1 High Hat, 2 overheads)
- 4 Guitar inputs (1 DI Bass, 1 DI Rhythm, 2 stereo DI Lead Guitar)
- 4 (2 stereo) Keyboard DI inputs
- 1 Click Track (XLR to Drummer)
- 1 Talk Back from FOH (Optional)

Stage Plot





In-Ear/FOH Input List

Behringer X32 rack with Midas DL16. Band uses 21 IEM channels of 27 FOH channels. We provide a 15-foot isolated splitter snake with 24 channel maximum.

For Pass Through: Sound Engineer should plug into our snake as listed below and plug our male connection into the channel used for Front of House. Split snake out to our system is also an option.

Input List:

- Channel 1: Kick L**
- Channel 2: Kick R**
- Channel 3: Snare**
- Channel 4: Hat**
- Channel 5: Tom 1**
- Channel 6: Tom 2**
- Channel 7: Tom 3**
- Channel 8: Tom 4**
- Channel 9: Overhead Left**
- Channel 10: Overhead Right**
- Channel 11: Bass**
- Channel 12: Rhythm Guitar – (behind Keyboards)**
- Channel 13: Synth L (top keyboard)**
- Channel 14: Synth R (top keyboard)**
- Channel 15: Piano L (bottom keyboard)**
- Channel 16: Piano R (bottom keyboard)**
- Channel 17: Lead Guitar L - Stage Left**
- Channel 18: Lead Guitar R – Stage Left**
- Channel 19: Keyboard Vocal – Stage Right Rear (Joel Hayes)**
- Channel 20: Bass Vocal – Stage Right Front (Doug Ballard)**
- Channel 21: Lead Vocal – Center Stage Front (Brian Williams)**
- Channel 22: Guitar Vocal – Stage Left Front (Jason Wilson)**
- Channel 23: Drum Vocal – Center Stage Rear (Chris Stone)**
- Channel 24: Click Track (Band Use only)**