

HUNTER CALLAHAN MUSIC – CONTRACT

This contract (the "Agreement") is made on this day of **March 6, 2023**, between the Tyrone Downtown Development Authority (the "Customer") and [**Hunter Callahan**](the "Band") for the hiring of Band as independent contractors to perform (the "Show").

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue [**Shamrock Park**], located at the address [**960 Senoia Road**], on the [**4th**] day of [**August, 2023**] at [**6:00pm**].
2. **Description of Show.** The event will be a musical performance with musical content decided by Band as well as requests from Customer. The event will consist of a full band set that will last of a minimum of 60 minutes (maximum of 180 minutes)
3. **Payment.** Compensation for the Show will be \$1000, payable by check, Paypal, or Cash App/ Venmo (together being the "Fee").
4. **Cancellation.** If full payment is not made immediately prior to the Band's Show, Show may be cancelled by Band, and Customer may not seek any damages. Cancellation may be made by Customer for any reason prior to the event, in which case Customer's deposit is non-refundable. If Band initiates the cancellation of the Event, Band must refund Customer entirely.
5. **Force Majeure.** In the event the services cannot reasonably be rendered because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the deposit shall be refunded refundable, , or the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Customer.
7. **Security, Health, and Safety.** Customer warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.
8. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

10. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement. All riders must be in writing and signed by the parties.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Customer Representative warrants s/he has authority to bind Customer and Venue (above).

TYRONE DOWNTOWN DEVELOPMENT
AUTHORITY


(SEAL)

Billy Campbell, Chairman

ATTEST:

Ciara Willis, Secretary

Hunter Callahan



Hunter Callahan, Owner