

Entertainment Contract

	Client/Purchaser	Talent
Name	Lynda Owens Town of Tyrone	Endless Entertainment LLC
Phone	(770) 487-4694	(202) 250-1525 (404) 496-5105
Address	950 Senoia Rd Tyrone, GA 30290	555 Whitehall St Suite R18 Atlanta GA 30303
Email	lowens@tyrone.org	meredith.endless@gmail.com

This contract for performance of services, dated [10/5/24], is made by and between Lynda Owens (hereinafter referred to as "Client") and Endless Entertainment LLC (hereinafter referred to as "Talent"). The parties hereto agree as follows:

1. SERVICES. Talent agrees to provide services in the general nature of performance for entertainment purposes. Services will be performed by an individual or individuals ("Performer") as specified by Client or designated by Talent. Talent shall provide services subject to and limited by the following specifications:

A. Event Information

- i. **Name of Event:** Town of Tyrone Festival
- ii. **Date and Time of Event:** Saturday October 5th, 2024 - 3-5pm
- iii. **Type of Event:** Festival
- iv. **Venue Name:** Town of Tyrone
- v. **Venue Address:** 950 Senoia Rd. Tyrone, GA 30290
- vi. **Event Contact Name:** Lynda Owens
- vii. **Contact Phone Number:** 770-487-4694
- viii. **Contact E-Mail Address:** lowens@tyrone.org

B. Performance Information

- i. **Performer(s):** Master Emcee / Dancing Stiltwalker
+
Master Lollipop Lyra Aerialist
+
Master Fire Performer
- ii. **Acts Per Day:** 2 HR Experience – Parade + 1 HR Stage Show
- iii. **Apparatus/Equipment:** Fuel station, lollipop lyra aerial rig
- iv. **Set Up Date & Time:** Saturday 2pm
- v. **Show Time(s):** 3-5pm
- vi. **Load Out Date & Time:** October 5th, 2024 5pm
- vii. **Type of Rigging Point:** N/AE
- viii. **Ceiling Height:** Over 15 ft
- ix. **Stage Dimensions:** N/A

2. PAYMENT. Client agrees to pay to Talent the total sum of [**five thousand eight hundred and one**] Dollars and [**sixty**] Cents (**\$5,801.60**) as compensation for services (the "Contract Amount"). This payment includes compensation for the Performer's fee, all site visits, prep/breakdown time, insurance, all necessary equipment, costumes, and travel.

Payment of the Contract Amount will be made as follows:

- A. A deposit equal to **ten percent (10%) (Five hundred eighty dollars and sixteen cents(\$580.16))** of the Contract Amount will be paid by Client to Talent at the time of execution of this contract. The remainder is requested to be paid 72 hours prior to your event date. Please let me know if you are ready to move forward, and we will send an invoice to confirm.
- B. The balance of the Contract Amount shall be paid to Talent by invoice or check (**payable to Endless Entertainment**

LLC). Client is responsible for any fees associated with payment (credit card transaction fees, booking fees from websites, PayPal service fees, etc).

- C. A \$50 service fee will be due for any check issued by Client to Talent but returned for insufficient funds or otherwise dishonored in addition to any other amounts due and payable under this contract.
- D. If Client fails to make payment to Talent when due under this contract, then Client shall, in addition to the amount otherwise due, pay to Talent all costs, interest, expenses and fees, including without limitation, court costs and attorney fees, incurred by Talent in connection with the collection (whether or not any proceeding is commenced in connection herewith) of such payment.

3. PERFORMER REQUIREMENTS. In addition to other items or matters specified herein, Client will provide the performers with:

- i. A secure backstage area or green room away from the public, including a clean and warm place for Talent to warm-up before and in between sets.
- ii. Client to provide parking for Talent.
- iii. Access to the venue with enough time to safely set up and break down equipment.
- iv. Access and facilities for any assistant deemed by Talent to be appropriate and necessary for the safe and successful completion of the contemplated performance.
- v. Client must provide permission from the venue for fire and/or aerial performances.
- vi. Client must provide any permits for fire performances.
- vii. If the performance is in a high traffic area of the event, Client or venue is to provide stanchions or personnel to keep patrons at a safe distance.

Attachment A to this contract outlines the technical requirements for aerial arts, contortion/acrobatics, dance sphere, lollipop lyra sphere, fire dance, and strolling tables.

4. PERMITS. Performers do not maintain any licensing or permits with respect to performance, rigging or un-rigging. Client assumes full responsibility for determining whether any license or permit is required for a contemplated performance, including any required rigging or un-rigging, and otherwise for determining and assuring that any applicable laws, ordinances, and regulations are complied with in connection with a contemplated performance. If Client determines that any licensing or permit is required in connection with a contemplated performance, Client shall coordinate with Talent with respect to obtaining such licensing or permit and shall bear the cost of such licensing or permit and any costs associated with that process.

5. SAFETY. The parties hereto agree and stipulate that safety considerations are paramount in connection with any contemplated performance.. Should Talent at any time believe that his or her safety has been compromised in any way or for any reason, then Client shall immediately, and before any performance is begun or continued, eliminate and cure the conditions causing the perceived threat to Talent's safety. If Client is unable to do so in a timely fashion, then Talent shall not undertake any further performance, and this contract shall be deemed to have been fully performed by Talent.

6. WEATHER. If Client, based on generally available forecast information, reasonably believes that weather conditions are likely to prevent a safe or comfortable outdoor performance, then Client shall so inform Talent as early as practicable and in any event sufficiently in advance of the contemplated performance so as to allow Talent to avoid unnecessary travel and expense, in which case a voucher will be issued by Talent to Client in the amount of the deposit to be applied against a future performance, and no further payment will be due under this Contract. The deposit kept by talent covers choreography, booking fees, and performer scheduling. If cancellation occurs due to weather conditions after a Performer is in route to the performance site, then no voucher shall be issued, and Talent will retain the full deposit.

7. INSURANCE. Talent will carry performer's insurance with a limit of \$1,000,000 for bodily injury and \$100,000 to premises. Copies of proof of insurance are available upon request. Client agrees that insurance as specified is sufficient to cover any and all claims, and Client waives any claim in excess of insurance limits. **IN NO EVENT SHALL TALENT OR ANY PERFORMER BE LIABLE TO CLIENT, OR TO ANY PERSON OR ENTITY IN PRIVITY WITH CLIENT, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT FOR ANY ALLEGED BREACH OF THIS AGREEMENT OR FOR NEGLIGENCE IN OR RELATING TO A CONTEMPLATED PERFORMANCE, AND CLIENT WAIVES ANY CLAIM FOR SUCH DAMAGES.**

8. CHANGES TO CONTRACT. Any changes to this Agreement must be in writing and signed by both parties. Unless otherwise specifically agreed to in writing in advance of a performance, any changes requested by Client that affect the details of a contemplated performance, including the music, the length of the performance, the available or required equipment

for the performance, the number of Performers, or the height of rigging, which are made less than 3 days in advance of the performance will require a minimum \$100 change fee which Client agrees to pay to Talent prior to start of the performance.

9. REFUND. In the event that a condition arises other than as specifically provided for in other provisions of this contract that is beyond the control of the parties, such as a natural catastrophe, war, riots, epidemics, strikes, an unforeseeable act (or order) of public authority, on-site mechanical difficulties (e.g., a power failure) that renders the performance contemplated by the contract impossible or unsafe, then the full deposit will be retained by Talent, but no further payment will be due under this contract. Talent may cancel this contract for convenience upon notice to Client at any time up to 30 days before the date of the contemplated performance, whereupon Talent shall refund the amount of the deposit and any additional amounts that have been paid on this contract within five (5) business days after such notice. Under such circumstances, any creative production time, choreography, and or rehearsal costs will be borne by Talent Client may cancel this contract for convenience upon notice to Talent at any time up to 30 days before the date of the contemplated performance, whereupon Talent shall retain the amount of the deposit.

10. JURISDICTION. This contract is to be construed and enforced according to the laws of the State of Georgia without regard to conflict of laws principles. Any legal or equitable action to enforce this Contract or to collect any amounts claimed due hereunder shall be brought in Fayette County, Georgia. Client agrees that venue in Fayette County, Georgia, is proper.,

11. RIGHTS AND REMEDIES. The rights and remedies afforded Talent and/or Client under the terms of this contract are cumulative and not exclusive of any and all rights and remedies otherwise available in law or in equity. In the event that any provision of this contract is determined to be unenforceable, then this contract shall be applied as if such provision were not a part of this contract. ,

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, 2024.

Town of Tyrone _____
(Client)

Endless Entertainment LLC _____
(Talent)

Meredith Hope

Name:Eric Dial _____

Meredith Hope Walters

Title:Mayor _____

Owner

Attest:

Dee Baker, Town Clerk

(TOWN SEAL)

PERSONAL GUARANTEE FOR NON-INDIVIDUAL CLIENTS

WHEREAS, the undersigned Guarantor represents that he/she shall benefit, whether directly or indirectly, from the making of this contract, and that the execution of this Guarantee is necessary to induce Avenir Arts LLC to enter into this contract. The undersigned Guarantor hereby unconditionally and irrevocably guarantees to Avenir Arts LLC the full and prompt payment of any and all amounts due under or in relation to this contract, including, without limitation any and all costs, interest, expenses and fees, including without limitation, court costs and attorney fees arising in connection with the enforcement or collection (whether or not any proceeding is commenced in connection herewith) of any or all amounts, indebtedness, liability and obligations under this Guarantee.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, 2024.

Print Name and Address:

ATTACHMENT A : TECHNICAL REQUIREMENTS

GENERAL REQUIREMENTS:

For all bookings, the Client will provide the Performer(s) with:

- i. A backstage area or green room away from the public, including a clean and warm place for Performer(s) to warm-up before and in-between sets.
- ii. Client to provide parking permits, parking vouchers, or parking reimbursement for Performer(s).
- iii. Access to the venue with enough time to safely set up and break down equipment.
- iv. Access and facilities for any assistant deemed by Performer(s) to be appropriate and necessary for the safe and successful completion of the contemplated performance.
- v. Client must provide permission from the venue for fire and/or aerial performances.
- vi. Client must provide any permits for fire performances if required by the venue.
- vii. If performance is in a high traffic area of the event, Client or venue is to provide stanchions or personnel to keep patrons at a safe distance.

PERFORMANCE SPECIFICATIONS:

AERIAL ARTS: The ceiling height must be a minimum of 12 ft for aerial sling and 15 ft for aerial silks. Performer(s) is qualified to safely rig all aerial equipment; however, some venues require a certified rigger (Client must check with the venue). **The rig point must hold a minimum of 2000 lbs of dynamic force for aerial performance. A 6 ft diameter clearance from the rig point to the floor is required (free of tables, guests, catering, drapery, décor, etc).** Clearance exceptions are made for aerial bartending/champagne pouring. Client or venue must provide a lift, ladder, catwalk access, or other means to safely reach proposed rig points for both set up and break down.

CONTORTION / ACROBATICS: Contortion can be performed on a stage, riser, dance floor, or platform. Size requirements vary between 4ft x 4ft up to 15ft x 15ft depending on the space available. Performer(s) can provide a small platform if needed.

DANCE SPHERE: Dance spheres are 6 ft in diameter on a 3-dimensional plane. Sphere inflation can be briefly loud (about 1-2 minutes), therefore an area separate from guests is requested for inflation. **Please note, most standard double doorways with hinged doors attached will NOT accommodate the inflated sphere.** The dance sphere performance can be in a designated place or the Performer(s) can roam if there is sufficient space. Performer(s) provide a trained and certified safety member to supervise both inflation and performance. There is a 10-minute maximum performing time in the sphere (per set).

FREESTANDING LOLLIPOP LYRA SPHERE: The freestanding lyra sphere is 9 ft high with an 8 ft diameter footprint. Set up takes 1 hour and break down takes 15 minutes. If there is no suitable rig point for aerial arts, Performer(s) can provide the freestanding lyra sphere as an alternative. The lyra sphere can be placed on an 8 x 8 (or larger) riser or platform. The riser or platform must be able to hold a minimum of 1000 lbs to support the sphere in use. If the lyra sphere is to be placed in a high traffic area, Client must provide stanchions to protect guests, the performer, and the equipment.

FIRE DANCE: Fire utilizes several props during each set (wands, fans, parasols, etc). **A minimum 10ft x 10ft space is required for fire.** A designated station for fueling is also required (this must be blocked off from guests). For indoor events, there must be adequate ventilation and ceiling height is preferred to be 10ft or higher (though lower ceilings may work depending on the size of the room). Performer(s) provide a trained and certified fire safety member to supervise both the performance and the fueling station. Please note, some venues may require permission from a fire marshal for fire performance. Clients must check directly with the venue for any permits or requirements for fire.

STROLLING TABLE: Strolling Tables are 5ft in diameter. They can be stationary if desired or roaming if space allows. Tables require 6 ft of circular clearance for roaming. Performer(s) provide a trained and certified safety member to assist the model/server and supervise performance.