# **Block Party Band PTC Live Performance Contract**

#### **Christopher Moore, Signatory Band Representative**

406 Walnut Grove Rd Peachtree City, GA 30269 678-522-3218 cell

THIS PERFORMANCE AGREEMENT is made and entered into as of April 10, 2023, by and between The Town of Tyrone whose business address is 950 Senoia Rd, Tyrone, GA 30290 ("Purchaser") and the musical group Block Party Band PTC ("Band"), whose business address is 406 Walnut Grove Rd, Peachtree City, GA 30269. In consideration of the mutual covenants contained herein and, intending to be legally bound hereby, the Purchaser and the Band agree as follows:

1) **ENGAGEMENT:** The Purchaser hereby engages the Band to render a musical performance ("**Performance**"), and the Band hereby agrees to render such Performance under the terms and conditions specified herein.

#### Check as applies:

- ☐ The Band will provide personal instrumentation and sound gear, sound system, lighting and technician.
- **▼** The Band will provide personal instrumentation & sound gear.
- E Purchaser will provide professional PA System, Lights, power and technician (see #9 "Additional Riders").
- 2) INDIVIDUALS COMPRISING THE BAND: Band consists of the following individuals:
  - Christopher Moore, Signatory Band Representative Greg Teel
  - Tony Winfrey Pete Shaughnessy
  - Steve Lilly Lorena Fuentes

The Band's obligation to perform hereunder is subject to the unavailability of individuals comprising the Band as a result of sickness, accidents, acts of God and other reasons beyond individual band member's control. Although the individuals listed above are the usual persons comprising the Band, temporary replacement of individual/s may be made at the discretion of the Signatory Band Representative. The Band is under no obligation to provide replacement individual/s in the event person/s become unavailable for performance due to the reasons listed above.

3) LOCATION OF PERFORMANCE: The performance will take place at the following location:

Venue: Shamrock Park
Street Address: 950 Senoia Rd
City/State/Zip Code: Tyrone, GA 30290

Telephone/Email: Contact: Krista McClenny 770-487-4694 kmcclenny@tyrone.org

#### 4) DATE AND TIME OF PERFORMANCE:

- The date of the Performance is October 7, 2023.
- The venue will be made available for load in/set-up on October 7, 2023 at 2:00pm.
- Sound check will be conducted at approximately 4:00 pm, and will take approximately 30 minutes.
- The **Performance** will begin at approximately **6:00pm** and end by **8:00pm**. The Band will perform one set.
- The Venue will be made available for breakdown and load out immediately following the performance.
- Load-out to be completed by the BAND by 10:00pm following the performance.
- 5) **PAYMENT:** In full consideration for all services rendered by the Band at the Performance, Purchaser agrees to make the payment of <u>One Thousand Two Hundred Dollars</u> (\$1,200.00).
  - a) **DEPOSIT:** Purchaser will pay <u>Three Hundred Dollars</u> (\$300.00) in cash, money order, company or certified check payable to **Christopher Moore** (Signatory Band Representative) as a deposit by <u>May 31, 2023</u>. If the Purchaser does not pay the Signatory Band Representative the Deposit by this date, the Band will have the option of canceling this Performance Agreement with no further liability hereunder to Purchaser.
  - b) PAYMENT BALANCE: Purchaser will pay Band the remaining balance of the Payment in cash, money order, company or certified check payable to Christopher Moore (Signatory Band Representative) immediately after Performance on the date of the Performance.
  - c) **EXTENDED PERFORMANCE:** At the request of the Purchaser, agreement by the Band and upon approval from the Venue, the Performance may be extended at a rate of \$250 per 30 minutes.
  - **d) PRIVACY:** The Purchaser agrees to neither discuss nor disclose Payment information with any person other than the Signatory Band Representative.

#### 6) CANCELLATION:

(Signature & Date of Authorized Rep.)

- In the event Purchaser cancels the Performance greater than 2 weeks prior to the scheduled date, there will be no refund of the Deposit and further payment from the Purchaser will not be required.
- In the event Purchaser cancels the Performance in 2 weeks or less than the scheduled performance date, Purchaser will be obligated to pay Band a sum equal to 50% of the set fee specified in paragraph 5 (minus the Deposit already received per paragraph 5a) by the date of the scheduled Performance specified in paragraph 4.
- In the event the Band cancels the Performance, Deposit specified in paragraph 5a will be reimbursed to Purchaser and there will be no further obligation from, nor liability to the Band.
- In the event the Venue becomes unavailable due to accident, act of God or reason beyond the Purchaser's control, Band will maintain the Deposit and no further payment from the Purchaser will be required.
- 7) Security and Safety: It is the responsibility of the Purchaser to ensure the security and safety of the Band and to the patrons attending the Performance. Security and safety includes the prevention of loss or damage to the Band's equipment. The Purchaser agrees to provide a stable and secure Performance area.
- 8) Miscellaneous: This Live Performance Contract and the attached rider/s set forth the entire agreement between the Purchaser and the Band and may not be amended except in writing as agreed upon and signed by both parties. This Live Performance Agreement will be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to the principles of conflicts of law.
- 9) Additional Riders: Riders will be attached to this Agreement and signed by the Purchaser and Signatory Band Representative on an individual basis.

Cł	neck all that apply:				
×	Stage and power requirements.				
×					
	Purchaser).				
	☐ Band provisions.				
The Pu	rchaser and Band have each caused this Live Perfe	formance Agreement to be signed by its duly authorized representative.			
]	PURCHASER:	BAND:			
-	OI CD 1	OI CD 1)			
(	(Name of Purchaser)	(Name of Band)			
-	(Drinted Name of Authorized Ren.)	(Drinted Name of Signatury Pand Pan)			
(	(Printed Name of Authorized Rep.)	(Printed Name of Signatory Band Rep.)			
(	(Printed Name of Authorized Rep.)	(Printed Name of Signatory Band Rep.)			

Signature & Date of Signatory Band Rep.)

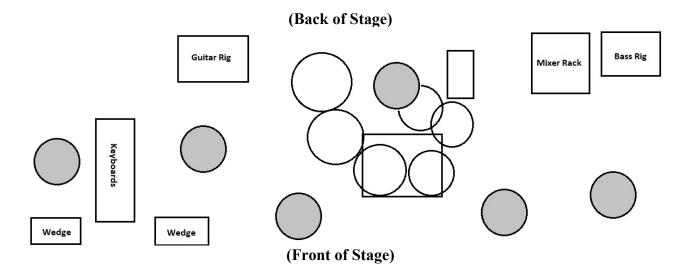
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## Christopher T. Moore, Signatory Band Representative

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#### STAGE, POWER, INPUT/OUTPUT REQUIREMENTS RIDER:

- 1) Preferred Stage Dimensions (band setup area): 20' wide x 16' deep (if stage is provided, then 1-2' high).
- 2) Outdoor events require raised stage or platform and protective cover over band and equipment.
- 3) Power Requirements: Four 4-plug junction boxes (20 amp) across the back of the stage.



<b>Channel Inputs</b>	Assignment	13	Toms Right (V-drum)
1	Lead Vocal 1	14	Drums OH (mic)
2	Lead Vocal 2	15	Percussion (direct)
3	Bass Vocal	16	Open
4	Key Vocal		
5	Guitar (mic)		
6	Bass (direct)	Auxiliary Sends	Assignment
7	Keys 1 (direct)	1	Lead Vox 1 (in ear)
8	Keys 2 (direct)	2	Lead Vox 2 (in ear)
9	Kick Drum (V-drum)	3	Bassist (in ear)
10	Snare (mic)	4	Drummer (in ear)
11	High Hat (mic)	5	Guitarist (wedge)
12	Toms Left (V-drum)	6	Keyboardist (wedge)

PURCHASER:	BAND:
(Name of Purchaser)	(Name of Band)
(Printed Name of Authorized Rep.)	(Printed Name of Signatory Band Rep.)
(Signature & Date of Authorized Rep.)	Signature & Date of Signatory Band Rep.)

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#### PRODUCTION (PA & LIGHTS) REQUIREMENTS RIDER:

2.

- 1. Professional PA System (speakers, power amps, cabling, etc. adequate for the venue).
  - a. Must be set up and run by a professional sound engineer.
  - b. System must have basic processing gear (reverb, compression, EQ, etc)
  - c. Band requires a minimum of 16 channel inputs for instrumentation and vocals.
  - d. System must have a minimum of (6) Auxiliary outputs for (6) individual monitor mixes.
  - e. System must have (6) individual monitor speakers (unless individual Band members choose to provide their own in-ear monitoring systems).
  - f. PA system must be set up in advance of the scheduled BAND arrival and load-in time (per paragraph 4 of Contract).
     Stage lighting appropriate for the venue and event.
  - (Name of Purchaser)

    (Printed Name of Authorized Rep.)

    (Printed Name of Signatory Band Rep.)

    (Signature & Date of Authorized Rep.)

    Signature & Date of Signatory Band Rep.)