



THE MOTOWNERS INC

PO BOX 11143 POMPANO BEACH FL 33060

[WWW.MOTOWNERS.COM](http://WWW.MOTOWNERS.COM)

954-529-5963

Contract made effective on 12th day of April, 2023, between The Motowners Inc DBA The Motowners and The Tyrone Downtown Development Authority hereinafter referred to as the "PURCHASER". The Purchaser hereby engages The Motowners, and agrees to perform the engagement hereinafter provided, upon all the terms and conditions herein set forth.

ARTIST: The Motowners

DATE: Friday May 5, 2023

VENUE ADDRESS: Shammrock Park 960 Senoia Road Tyrone GA 30290

EVENT HOURS: 6 PM to 8 PM

SET UP TIME AND SOUND CHECK: 2 PM TO 4 PM

BREAKDOWN (Are there times to note for this activity) ?

COMPENSATION: \$4,700.00

DEPOSIT: \$2,350 Payable to The Motowners Inc

CONTACT: Lynda Owens 770-378-5491

ADDITIONAL CONTACT: 770-487-4694 / 405-269-2466

BALANCE: \$2,350.00 Payable to The Motowners Inc on the night of the show via Zelle, Check or Credit Card.

**SPECIAL PROVISIONS:** Purchaser will provide a green room area and two clothing racks. Food requirements should include appetizers and or deli style sandwiches. Hot tea, bottled water, ginger ale and coke products along with cranberry and orange juice. The group will perform a two-hour 120-minute set. The group will consist of a 12-member cast of 4 male musicians, 5 male singers, 1 female singer and two staff members performing a Motown show of music from The Temptations, The Four Tops, Diana Ross and other music from the 60's 70's and the 80's disco era.

Terms and Conditions

- 1) The artist is an independent contractor and assumes all responsibility for withholding tax, social security, state tax, public liability, and workman's comp or liability insurance.
- 2) Once the artist has completed its performance on the day of the show, Full payment must be submitted. The deposit is non-refundable if cancellation is a DDA decision.
- 3)
- 4) Motowners agrees to indemnify, hold harmless and defend the Purchaser from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) arising out of or related in whole or in part to any act or omission of the Motowners, its agents or employees. Motowners agrees to pay any and all judgements and/or costs (including attorney's fees) which may be rendered against the Purchaser as a result of the aforementioned claims
- 5)

- 6) Force Majeure. Neither party hereto shall be liable to the other party for nonperformance, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to COVID-19, the weather (including but not limited to rain, showers, hurricanes, floods), declared or undeclared war, sabotage, insurrection, riot or other acts of civil disobedience or other acts of GOD. Should event cancellation be required, deposit will be applied to a new rescheduled performance date as agreed upon by the parties, or alternatively, at the option of either party, the deposit shall be refunded to the Tyrone Downtown Development Authority which shall have no liability to the Artist for any payment or otherwise. 4)
- This Agreement and/or any dispute arising hereunder shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia in the courts of Fayette County, Georgia.

IN WITNESS WHEREOF, the parties hereto signed, sealed and delivered this Agreement this 12 day of April 2023.

TYRONE DOWNTOWN DEVELOPMENT  
AUTHORITY

(SEAL)

\_\_\_\_\_  
, Chairman

ATTEST:

\_\_\_\_\_  
Ciara Willis, Secretary

THE MOTOWNERS

  
Derrick Hadley, Authorized Signatory