

Performance Agreement

This performance agreement is between ACTION WRESTLING LLC, a(n) Georgia Limited Liability Company (the "**Performer**") and TOWN OF TYRONE/RECREATION DEPT, a(n) Georgia General Partnership (the "**Buyer**").

The Performer is a Live Professional Wrestling Events.

The Buyer wishes to engage the Performer as an independent contractor for the purpose of performing at the premises known as Shamrock Park (the "**Venue**").

The parties therefore agree as follows:

1. PURPOSE.

The Buyer hereby engages the Performer, and the Performer hereby accepts such engagement, to provide the performance and services described in section 3 (the "**Performance**").

2. COMPENSATION.

(a) **Performance Fee.** As full compensation for the Performance, the Buyer shall pay the Performer by cash, or by money order or check made payable to ACTION Wrestling LLC a total sum of \$10000 (the "**Performance Fee**"). The Buyer shall pay the Performance Fee in full before the start of the Performance.

(b) **Additional Services.** The Buyer may purchase the following Additional Services at the following rates:

- (i) additional performance time, if requested by the Buyer and agreed to by the Performer, will be provided at the rate of \$0 per 0 minutes.
- (ii) if the Venue requires extra set-up or take-down time, or if equipment must be carried by the Performer distances greater than 0 feet, an additional labor fee of \$0 per 0 minutes.

3. DATES, TIMES, AND PLACE OF PERFORMANCE.

In exchange for the Performance Fee, as set forth in section 2, the Performer shall provide the Performance as follows:

(a) **Performance Venue.** The Performance will be held at the Venue. The address of the Venue is 960 Senoia Rd, Tyrone, Georgia 30290.

(b) **Date(s) and Time(s).** The Performance will take place on the following date(s) and time(s):

Date

10/03/2025
10/03/2025

10-4-2024
MFG

Time

between 7 p.m. and 9 p.m.
between 7 p.m. and 9 p.m.

- (c) **Length of Performance.** The Performance will be no fewer than 90 minutes, and no more than 135 minutes.
- (d) **Description of Performance.** The Performer will provide the following Performance: Live, choreographed professional wrestling with able-bodied and trained stunt performers..
- (e) **Performance Content.** The Performer shall have sole control and responsibility for all content and creative elements of the Performance. However, the Performance shall not include any of the following: Performance will be family-friendly appropriate.
- (f) **Set-up and Take-down.** The Performer may begin set up for the Performance 6 hours before the Performance. The Performer shall complete take down for the Performance no later than 2 hours after the Performance.
- (g) Town will provide suitable changing area blocked off to attendees, and bottled drinking water .

4. RESPONSIBILITIES.

(a) Of the Performer. The Performer shall:

- (i) provide the Performance, asset forth in section 3 above;
- (ii) devote as much productive time, energy, and ability to the Performance and rehearsal of the Performance as may be necessary;
- (iii) complete the Performance safely, with professional effort and skill, and using adequate equipment in good working order;
- (iv) comply with any royalty fees, performance fees, or other obligations of any organizations, including unions, to which the Performer is subject, contractually or otherwise;
- (v) arrive at the Venue at least 2 hours prior to the Performance;
- (vi) control and direct the production and presentation of the Performance;
- (vii) supply all equipment and personnel necessary for the Performance other than the equipment and personnel to be supplied by the Buyer;
- (viii) arrange any travel and lodging in connection with the Performance and pay for any travel, lodging, or other expenses incidental to the Performance, including meals; and
- (ix) provide the Buyer with the Performer's biographical information and photographs.

(b) Of the Buyer. The Buyer shall:

- (i) provide reasonable assistance and cooperation to the Performer to enable the Performer to

complete the Performance;

(ii) take reasonable steps to secure the safety of the Performer and the Performer's property and personnel;

(iii) provide appropriate working conditions for the Performance, including suitable space, power, electricity, sound, and other services, as set forth in this agreement;

(iv) provide a stage 16 feet by 16 feet for the Performance and, on the request of the Performer, for no more than 1 rehearsals;

(v) supply power, lighting, and sound as set forth in more detail in a technical rider signed by the parties and attached to this agreement as **Exhibit A**;

(vi) supply the following equipment: appropriate seating for attendees, outdoor lighting to be set by ACTION officials, tables for merchandise sales, locker room/changing area;

(vii) supply 1 clean, well-lighted, ventilated, dressing room(s) with locks;

(viii) provide reasonable security to protect the Performer and the Performer's property on the stage and in any backstage areas, and ensure that no unauthorized people will have access to those areas. The cost of repairs, replacement, or medical treatment for any damages incurred to the Buyer's property, person, or personnel due to a lack of reasonable protection, except in the case of gross negligence on the part of the Performer, will be payable by the Buyer;

(ix) provide parking for 10 vehicle(s) of the Performer for a period of 6 hours, beginning 7 hours before the Performance, at a location close to the Venue;

(x) supply personnel to assist with the Performance and the set-up and take down of the Performance as follows: 5 all purpose;

(xi) provide consecutively numbered tickets and offer tickets for sale for the Performance at whatever price it deems appropriate, ushers, ticket takers, and front-of-house staff. All revenue from ticket sales shall be retained by the Buyer;

(xii) provide 100 complimentary tickets for guests of the Performer;

(xiii) provide an allowance of hot and cold beverages in the dressing room;and

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5. TERM; TERMINATION.

(a) Term. This agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with subsection (b), will continue until the Performance has been completed and the Performer has been paid in full for the Performance (the "**Term**").

(b) Right to Terminate. This agreement may be terminated and the Performance cancelled:

- (i) by either party immediately on notice to the other party in the event of accidents, fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar legitimate event beyond that party's reasonable control (each a **"Force Majeure Event"**). In the event of a Force Majeure Event, both parties shall be released and discharged from any obligations and liabilities under this agreement, including the Buyer's obligation to make any payments to the Performer, and the Performer shall promptly refund the Buyer any payments, including the Deposit, already made by the Buyer in connection with the Performance;
- (ii) by the Buyer on written notice to the Performer. After the Buyer pays the Termination Fee, the Buyer will be released from any obligations under this agreement; and
- (iii) by the Performer on written notice if the Buyer fails to pay the Deposit. If this occurs, the Performer will be released from any obligations under this agreement.

6. RECORDING OF PERFORMANCE.

The Buyer shall use reasonable efforts to prevent the photographing, recording, broadcasting, transmission, or reproduction of the Performance. The Performer and his or her representatives may record the Performance and use any recording of the Performance for any purpose. The Buyer shall have no interest in any of the Performer's recordings of the Performance.

7. PROMOTION AND PRODUCTION.

The Buyer shall be responsible for all matters relating to the promotion and production of the Performance, and shall promote the Performance. The Buyer shall forward all copies of clippings, reviews, and posters to the Performer. The Buyer shall have the right, during the Term, to use the Performer's name, biography, photographs, and likeness in connection with the promotion of the Performance. The Performer may not use the Buyer's name in any promotional or advertising materials without the Buyer's prior written consent.

8. INSURANCE.

(a) Insurance Requirements. Before the Performance, the Performer shall acquire commercial general liability insurance coverage for personal injury, bodily injury, and property damage with a minimum combined single limit of \$1000000 per occurrence, \$1000000 aggregate. If these policies are cancelled or materially changed, the Performer shall provide 30 days' prior written notice to the Buyer.

The Performer is solely responsible for paying premiums and deductibles for this insurance.

(b) Certificates. The Performer shall provide certificate(s) to the Buyer evidencing the insurance coverage in subsection (a), with a statement that the Buyer is an additional insured and that the insurance is primary insurance as to any other valid and collectible insurance in force, before the Performance begins.

9. MERCHANDISE.

(a) Sales. The Performer shall have the right, at the Performer's option, to sell the following goods, products, merchandise, or services at the Venue before, during, and after the Performance: shirts, stickers, hats, dvds, pictures, autographs.

(b) Location. The Buyer shall provide appropriate and prominent space, including 6 feet tables table and 10 chairs, to the Performer at the Venue to facilitate the Performer's sales.

(c) Revenue Sharing. The Buyer shall have no right to any portion of the proceeds from the sale of the Performer's merchandise.

(d) No Other Sales. No other sales or distributions of merchandise including the Performer or his or her image or trademarks, may be made at the Venue.

10. RIGHT TO END PERFORMANCE.

The Performer reserves the right to end the Performance in the event of a legitimate threat or implied threat of harm to the Performer or any of the Performer's personnel or property.

11. INDEMNIFICATION.

(a) Of Buyer by Performer. The Performer shall at all times indemnify the Buyer against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty, or other loss (a "**Loss**") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "**Litigation Expense**") arising out of any breach of any of the representations or agreements made by the Performer under this agreement.

(b) Of Performer by Buyer. The Performer shall at all times indemnify the Buyer against any Loss or Litigation Expense arising out of any breach of any of the representations or agreements made by the

Buyer under this agreement.

12. NATURE OF RELATIONSHIP.

(a) Independent Contractor. The Performer shall provide the Performance solely as an independent contractor. Nothing in this agreement may be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the parties, or as authorizing either party to act as the agent of the other. The Performer is and will remain an independent contractor in its relationship to the Buyer.

(b) Taxes. The Buyer shall not be responsible for withholding taxes with respect to the Performer's compensation hereunder.

13. GOVERNING LAW.

(a) Choice of Law. The laws of the state of Georgia govern this agreement (without giving effect to its conflicts of law principles).

(b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Fayette County, Georgia.

14. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

15. ASSIGNMENT AND DELEGATION.

(a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) No Delegation. The Performer may not delegate any performance under this agreement, except with the prior written consent of the Buyer.

(c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

16. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or

unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section to a party at the following addresses: If to the

Performer:

Matt Griffin
150 Berry Hill Ln Tyrone,
Georgia 30290
ACTIONWrestlingGA@gmail.com If to

the Buyer:

Lynda Owens
145 Commerce Dr
Tyrone, Georgia 30290
lowens@tyrone.org

(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

18. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this

agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

22. NECESSARY ACTS; FURTHER ASSURANCES.


Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

Date: 7.23.2024

ACTION Wrestling LLC

By:  _____

Name: Matt Griffin Title: CEO

Town of Tyrone/Recreation Dept

Date: _____

By: _____

Name: Mayor Title: Title

ATTEST

Date: _____

BY: _____ (SEAL)

Dee Baker, Town Clerk

EXHIBIT A

Attach technical rider with sound and lighting specifications.