

Joey Tomsick and the Shotskis

7261 Hunting Lake Drive ♦ Concord Township, Ohio 44077 ♦ (440) 639-1963

Booking Agreement

This Booking Agreement (the "Agreement") is made this 4th day of May, 2021 by and between **Joey Tomsick & The Shotskis**:

(Hereinafter referred to as "JTO") and Willowick Recreation Dept. (the "Purchaser") agree as follows:

1. Engagement. Purchaser hereby hires JTO to perform, and JTO hereby agrees to perform, subject to the following terms and conditions.

2. Reference Terms of the Agreement:

- (a) Date of Performance: Sunday, July 18, 2021
- (b) Performance Starting Time: 6:30 PM Performance Ending Time: 8:30 PM
- (c) Performance Site: Lakefront Lodge (Willowick)
- (d) Location Phone and Address: _____
- (e) Type of Event: City Picnic
- (f) Purchaser's Phone: Maureen Brennan 440-5163011
- (g) Early Delivery and Set-Up requested (if this box is checked, please see section 8 below)
- (h) **Fee:** Purchaser agrees to pay JTO the sum of: \$ 550.00 for the performance (**plus early-set up fee**) payable as follows:
Due upon signing the agreement: \$ 00.00 (To be returned with agreement)
Balance due on the date of Performance: \$ 550.00 (Made payable to "JOEY TOMSICK")

3. Performance Site Conditions. Purchaser shall be responsible for providing an adequate number of grounded electrical outlets within fifteen feet of the stage. Purchaser must insure that the stage will be protected from any danger, including, but not limited to adverse weather conditions such as direct sunlight and rain.

4. Repertoire and Intermission. The music to be performed by JTO will consist of JTO's customary repertoire and such other music as JTO may select in its sole discretion. JTO will be entitled to take one intermission break during each hour of stage performance.

5. Modification and Authority. This Agreement represents the entire agreement between Purchaser and JTO, and may not subsequently be modified except in writing signed by both parties. The person signing this Agreement on behalf of the Purchaser hereby covenants that he or she has full and lawful authority to bind Purchaser to the obligations, terms and conditions of this Agreement

6. Indemnification. Purchaser agrees to indemnify JTO and hold JTO harmless from and against any and all losses, claims, costs, suits or expenses for bodily injury or damage to property occurring at the Performance Site, unless such injury or damage is caused solely by the negligence of the JTO. Purchaser shall assume liability for any bodily injury to guests, invitees, or any person attending the Performance, including members of the JTO, and for damage to JTO's equipment arising out of or as a result of staging or site conditions, or the behavior of any such guest, invitee or other person. Purchaser may insure the foregoing obligations by an appropriate policy of liability insurance or by an undertaking of the owner of the Performance Site, provided that Purchaser shall, at JTO's request, furnish a certificate of such insurance satisfying such obligations.

7. Cancellation In the event that Purchaser cancels the Performance by written notice to JTO thirty (30) days or more prior to the playing date, one-half of the amounts deposit-

ed (or required to be deposited) will be retained by JTO. In the event that Purchaser cancels the Performance by written notice to JTO less than thirty (30) days prior to the playing date, one hundred percent (100%) of the amounts deposited (or required to be deposited) will be retained by JTO. If Purchaser cancels the Performance with less than forty-eight (48) hours notice for any reason other than war, disaster, strike, riot, epidemic or act of God, then the full amount of the Fee shall be payable. The agreement of JTO to perform is a personal covenant subject to prevention events of Force Majeure such as, by way of example only and not limitation, sickness, war, disaster, accident, riot, strike, epidemic, acts of God or any other condition beyond its control. For purposes of this Agreement, rain is not considered an act of God. JTO shall have full authority to assemble such musicians and other band members and to hire such persons and any replacements as in JTO's sole discretion are required for the Performance, and no representation is made hereby as to the composition of the JTO or the identity of its members.


8. Early Delivery of Equipment and Set-Up. Standard arrival time for main equipment delivery and set-up is approximately 45 minutes to 1½ hours prior to performance starting time. If the Purchaser requests the band to deliver main equipment and set-up early (e.g. 1½ hours or more prior to starting time), a set-up fee of sixty dollars (\$60.00) will be payable upon signing this Agreement, or upon later request.

9. Overtime. JTO may, but shall not be required to perform for additional period(s) of time beyond the schedule set forth above in Section 2, provided that such overtime shall be payable in increments of one-half hour only at the rate of eighty dollars (\$80.00) per half hour. Overtime will be payable immediately to the JTO.

10. OTHER: Two sets

Accepted by:

Purchaser: _____
Date: _____
Address: _____
City/St/Zip: _____

JTO: 
Date 05.17.21
7261 Hunting Lake Drive ♦ Concord Twp, OH 44077
(216) 401-9763 email: joeynow@yahoo.com