



Reg # 002120  
4.18.22

6633 Benedict Dr. Middleburg Hts., Ohio 44130 216-832-8513

THIS CONTRACT for the personal services of **The ReBeats Band/RSM Productions, LLC** ("Performer") on the engagement described below is made this 14th day of January, 2022, between the undersigned purchaser of entertainment (herein called "Purchaser") and the undersigned Performer.

1. Name, Address and Telephone Number of the Place of Engagement:

City of Willowick Lakefront Lodge 30525 Lakeshore Blvd Willowick, OH 44095 (440) 585-5112

2. Date(s): Sunday, July 17<sup>th</sup>, 2022

3. Times of Engagement: Starting 6:30PM Finishing 8:30PM

4. Compensation Agreed Upon: \$900.00

Purchaser Will Make Payments To: "**RSM Productions, LLC**" **Federal Tax ID # 273625588**", immediately following their Performance.

5. Additional Terms (if any): "Addendum A" is part of this agreement.

6. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by means whatsoever, without written permission of Performer.

7. This Contract, except for acts of God, may not be cancelled by either party less than 90 days before the performance date.

8. The terms of this contract may not be changed except as may be mutually agreed by both the Purchaser and the Performer.

9. It is understood that the Performer is an independent contractor and is not an employee of the Purchaser.

10. If at anytime any musician shall become incapacitated or otherwise unable to perform, he/she shall be replaced by a musician of the same ability.

11. Musicians performing shall be afforded the same courtesies (food, refreshments, etc.) as other workers present at the engagement.

12. Any controversies arising between the Performer and the Purchaser pertaining to this contract shall be subject to the laws of the State of Ohio.

13. The person signing this agreement on behalf of the Purchaser or on behalf of the Performer warrants that he/she signs as a properly authorized representative of said Purchaser or Performer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names on the day and year first above written.

\_\_\_\_\_  
Print Purchasers Full and Correct Name

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Purchasers Address and Telephone Number

The ReBeats/RSM Productions, LLC

\_\_\_\_\_  
Print Name of Performer

Rick S. Montanari, President

\_\_\_\_\_  
Signature of Performer

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\_\_\_\_\_  
Performers Address Telephone Number

# ADDENDUM "A"

## CONDITIONS TO OUTDOOR PERFORMANCE

1. Stage, or solid surface (wood/concrete approximately 30' x 8') must be provided by the Purchaser (we will not perform on the ground).
2. In the case of a thunderstorm prior to commencing, The ReBeats reserve the right to not perform, if in it's Leader's judgment he determines that its members are in danger of bodily harm. The Purchaser is responsible for the full payment amount if, in fact The ReBeats are unable to perform due to adverse weather conditions.
3. In the case of a thunderstorm while performing, The ReBeats will stop performing and will not resume performing until the storm is over. Upon resumption, we will perform for half of the time missed due to the delay, unless the delay is over two hours.  
(*example: Scheduled performance time is 7:00PM till 10:30PM, during the engagement there is a one hour rain delay, The ReBeats will perform till 11:00PM*).  
The Purchaser is responsible for the full payment amount.
4. The ReBeats and equipment must be completely enclosed and dry at all times.
5. Properly protected power outlets are the responsibility of the Purchaser.  
(*example: Six dual outlets 120VZC, 15 amps each, outdoor grade cable*)