

BAND PERFORMANCE AGREEMENT

This BAND PERFORMANCE AGREEMENT is made on **Thursday, January 6, 2022** by and between the **City of Willowick** (Venue/Event Administrator) ("Purchaser") and Funkology Entertainment LLC ("Band"). In consideration of the mutual promises and obligations in this Agreement, Purchaser and Band agree as follows:

- 1) **Engagement:** The Purchaser engages the Band to render a musical performance (the "Performance"), and Band agrees to render such Performance under the terms and conditions set forth in this Agreement. Band's performance pursuant to this Agreement is subject to the unavailability of Band as a result of sickness, accidents, acts of God, and other causes reasonably beyond Band's control.

- 2) **Location of Performance:** The Performance will take place at the following location:

Name of Venue/Location:

Lakefront Lodge

Venue/Location Address:

30525 Lakeshore Blvd Willowick, Ohio 44095

- 3) **Date and Time of Performance:** The date of the Performance is **Sunday, July 31, 2022**. The Venue/Location will be available for set up on the Performance date at **4:30 PM**. The Performance will be between the hours of **6:30 PM - 8:30 PM**. Band will play a Performance consisting of **1** sets with periodic breaks between sets.

- 4) **Payment:** In consideration for Band's services at the Performance, Purchaser agrees to pay the set fee of **\$700.00**, payable in full at the time of Performance. Payment shall be made in cash unless the Band has previously agreed to payment by bank check from Purchaser, received in advance of Performance.

a) Deposit Required **N/A**. If this Section 4 a is checked, Purchaser will pay Band an advance Deposit in the amount of \$ on or before . If the Deposit is not received by Band on or before this date, Band shall have the option of cancelling this Performance Agreement with no notice or further responsibility to Purchaser.

b) **Payment of Balance.** Purchaser shall pay the remaining balance due to Band, after deducting any prepaid Deposit, in full at the time of Performance, in cash unless the Band has previously agreed to payment by advance bank

check from Purchaser.

- 5) **Cancellation:** In the event Purchaser cancels the Performance less than 30 days prior to the scheduled date, Purchaser will forfeit any prepaid Deposit, or, if no prepaid Deposit has been required, will pay Band a Cancellation Fee of **0%** of the set fee described in Paragraph 4 (the "Cancellation Fee"). Upon payment of the Cancellation Fee or forfeit of any prepaid Deposit, Purchaser will have no further liability to Band pursuant to this Agreement. Band may cancel the Performance within Thirty (30) days of the Performance Date, or in the event of sickness, accidents, acts of God, or other causes reasonably beyond Band's control, in which case any Prepaid Deposit will be refunded to Purchaser and Band will have no further obligation to Purchaser.
- 6) **No Taping of Performance Without Band Permission:** Except as provided in Paragraph 7, Purchaser will not tape or transmit copies of the Performance or photographs of the Band without advance approval of Band.
- 7) **Promotion of Performance:** While Band will, in its sole discretion, promote the Performance when possible, Purchaser shall be responsible for all promotion and production of the Performance. Purchaser agrees to use its best efforts to promote the Performance with publicity, advertising, in-venue promotions, calendar listings, and any other means practical. Purchaser may use Band's name, photos, and likenesses for purposes of promotion of the Performance with prior permission of Band.
- 8) **Production Details:**

_____ - if checked, Purchaser will provide all Performance Venue production items, including lighting and audio equipment. Purchaser is responsible for making arrangement for adequate electricity supply and outlets for Band at Performance.

_____**X**_____ - if checked, Band will provide its own lighting and audio equipment at Performance. However, Purchaser is responsible for making arrangement for adequate electricity supply and outlets for Band at Performance.
- 9) **Insurance and Liability:** Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property liability insurance coverage, and such coverage shall extend to all activities related to Band's Performance, including time of set up and take down. Except for claims arising from Band's intentional or willful acts, Purchaser shall indemnify and hold Band harmless from any third party claims for injury, loss or damage.
- 10) **Independent Contractor Status of Band:** The Band and all performers therein acknowledge that it and they are independent contractors, and not employees of

Purchaser, and shall be responsible for all taxes associated with the fees paid. Purchaser shall control the time and location of the performance, while Band shall control the manner, means and details of such Performance.

11) **Entirety of Agreement:** This Agreement constitutes the entire agreement between the parties, and can only be modified in writing, executed by both parties. The Agreement cannot be transferred or assigned without the written consent of the parties. The Agreement shall be governed by the laws of the State of Ohio. If any provision of the Agreement is held invalid, the remaining provisions shall remain in full force and effect and are severable.

12) **Authority to Execute:** Each signator to this Agreement represents that it has the legal authority to bind a party to the provisions of the Agreement.

FUNKOLOGY ENTERTAINMENT, LLC (Band)

Bryan Keller

Bryan Keller, Managing Member

PURCHASER: _____ (Name)

By:

Name:

Title: