

RISK FACTOR

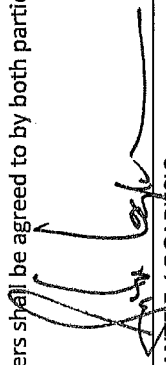
PERFORMANCE AGREEMENT

This agreement is made on this day of June 29, 2026 between CITY OF WILLOWICK (BUYER) and RISK FACTOR as an independent contractor hired to provide a musical performance as described below:

1. **NAME OF EVENT:** Concerts in the Park at Lakefront Lodge
2. **DATE OF PERFORMANCE:** Sunday, August 16, 2026
3. **LOCATION OF PERFORMANCE:** Lakefront Lodge 30525 Lakeshore Blvd, Willowick, OH 44095
4. **DURATION OF PERFORMANCE:** 6:00 PM to 8:00 PM
5. **NUMBER OF SETS:** 1
6. **LOAD-IN TIME:** 4:00 PM
7. **SOUND CHECK TIME:** 5:45 PM
8. **DOORS:** N/A
9. **SONG SELECTION:** Content to be chosen by RISK FACTOR.
10. **PAYMENT:** \$1,250.00
Payment due upon immediate completion of performance but may be made earlier. Payable via cash, credit card, Venmo, or check to RISK FACTOR.
11. **CANCELLATION:** If performance is cancelled by BUYER less than 12 hours prior to performance, BUYER shall remit full contract fee within 48 hours of cancellation.
12. **FORCE MAJEURE:** In the event that the performance cannot proceed due to an unpredictable occurrence such as an act of nature, government, or an illness/disability suffered by a member of RISK FACTOR, parties may reschedule a substitute performance at a later date. A new agreement shall be drafted conforming to the terms of this agreement. Performance fee remain non-refundable No further damages may be sought for failure to perform because of force majeure.
13. **REFRESHMENTS & HOSPITALITY:** N/A
14. **PARKING:** BUYER will provide secure and sufficient parking for up to 5 vehicles within a reasonably convenient distance to the stage prior to the performance for load-in and lasting no more than one hour following the performance for load-out.
15. **SOUND SYSTEM:** RISK FACTOR to provide sound system for performance.
16. **SOUND CHECK:** A sound check will be conducted at the venue prior to the performance as per item 7 above.

17. **LIGHTING:** RISK FACTOR to provide adequate lighting for performance.
18. **SECURITY, HEALTH, and SAFETY:** Occupancy capacity, as per local fire code, shall be maintained by venue to ensure safe performance. Stage shall be of stable construction. If outdoors, stage shall be sufficiently protected from weather. Clean and reliable power will be available at rear of stage. Venue shall ensure that adequate security and/or emergency medical responders are available if foreseeably necessary. Venue maintains sufficient personal injury/property insurance.
19. **INDEMNIFICATION:** Operator indemnifies and holds RISK FACTOR harmless for any claims of property damage or bodily injury caused by attendees.
20. **SEVERABILITY:** If any portion of this agreement conflicts with any applicable law, such portion will become void. All other portions of this agreement will remain in force.
21. **INTERPRETATION:** Agreement will be interpreted according to the laws of the State of Ohio.
22. **RIDERS:** Any applicable riders shall be agreed to by both parties and submitted with this contract.

FOR RISK FACTOR:



ANTE F. LOGARUSIC
RISK FACTOR

June 29, 2026

DATE

FOR VENUE:

AUTHORIZED SIGNATURE

DATE

NAME (PRINTED)