



107 Music City Circle, Suite 203, Nashville, TN 37214
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PERFORMANCE CONTRACT

This Contract made this date: **1/23/2017**

Between: **CITY OF VILLA RICA (Purchaser) and VELCRO PYGMIES (Artist)**

Purchaser so engages Crescent Moon Entertainment to contract said Artist for performance as stated by the terms and conditions set forth below:

Place of Performance: **THE MILL AMPHITHEATER, 106 Temple Street Villa Rica, GA Phone:**

Date(s) of Performance: **Saturday June 10, 2017**

Hours of Performance: **8:00PM - 10:00PM**

Setup to be completed by:

Total Wages Agreed Upon: **\$4,000.00 (FOUR THOUSAND AND NO/100 DOLLARS)**

Purchaser to pay a deposit of: **deposit (a): \$2,000.00 is due by 2/6/2017**
to CRESCENT MOON ENTERTAINMENT (federal tax ID number 62-1449253)

With balance due to artist of: **Balance of \$2,000.00 payable in cash (preferred) or check made payable to Cameron Flener.**

Other Terms and Conditions:

SEND CME AND VP W-9. PURCHASER TO PROVIDE 3 DOUBLE HOTEL ROOMS. BAND WILL PERFORM FAMILY FRIENDLY SHOW.

Artist Leader: **CAM FLENER**

Purchaser's Name: **CITY OF VILLA RICA**

Signature of Artist Leader or Manager

Signature for Purchaser **DAVID MILLIRON, CITY MANAGER**

Agent: Bill Puryear
bill@cmoonent.com

Contact:
vcoleman@villarica.org
678-785-1095

The above signatures on this contract confirm that the parties have read and approved each and all of the additional terms and conditions set forth on the reverse side (page 2) hereof.

Deposit:	Date received _____	this space for office use only
	Amount received _____	

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Purchaser shall at all times have reasonable supervision, direction, and control over the services of Artist on this engagement. Purchaser shall be liable for any and all damage and/or injury to Artist and/or Artist's equipment caused by either Purchaser or any person(s) attending the engagement either as a guest, member, or employee of Purchaser or his/her organization, during the term of Purchaser's engagement. Crescent Moon Entertainment acts solely as an agent or consultant and assumes no liability or responsibility for the execution of the terms of this agreement.

Artist's obligations to perform are subject to detention or prevention by sickness, accident, riots, strikes, emergencies, epidemics, acts of God, any act of public authority or any other cause, similar or dissimilar, beyond Artist's control. In such case there shall be no claim for damages by either party to this contract if one of the above conditions exists. A comparable Artist may be substituted but no substitutions shall be made without the authorization of Purchaser, which authorization shall not be unreasonably withheld.

If before the date of any scheduled performance it is found that the Purchaser has not performed fully to its obligation under any other agreement with any party for another engagement or that the financial credit of Purchaser has been impaired, the Artist may cancel this agreement. In the event that the Purchaser does not perform fully all of its obligations herein, the Artist shall have the option to perform or refuse to perform there under, and in either event the Purchaser and the person signing for the Purchaser, jointly and severally shall be liable to the Artist and Agent for the compensation provided herein including reasonable attorney's fees, courts costs and legal interest related to the collection thereof.

Artist shall not be required to perform outdoors if temperature is below 50 degrees, if there is a 50% or greater chance of rain, or if high winds or standing water make performance unsafe for Artist. If any of these conditions exist and Purchaser has no suitable indoor location, Purchaser agrees to pay Artist in full. If Artist has been instructed to set up outdoors and inclement weather prevents or interrupts performance, Purchaser agrees to pay Artist in full.

Artist and Purchaser agree that Crescent Moon Entertainment has performed a valuable service to each of them and therefore agrees and guarantees to Crescent Moon Entertainment that if Artist, their leader, manager, or representative accepts employment from Purchaser for a period starting with the date this contract was made and ending thirteen (13) months from the performance date (play date) of this contract, Artist and Purchaser will negotiate any such employment through Crescent Moon Entertainment. If in the event said employment is not negotiated through Crescent Moon Entertainment as agent then it will be the responsibility of the Artist and the Purchaser, both jointly and individually, to pay Crescent Moon Entertainment the usual and normal commission from said job.

Purchaser and Artist agree that the deposit paid is non-refundable in the event of a cancellation by Purchaser, and is paid to Agent in partial consideration for its arranging the execution of this Agreement, regardless of whether the services contemplated herein are actually provided and/or completed. In the event of cancellation of performance by Purchaser, Purchaser agrees to be liable for the entire amount of this contract.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee and the signatory hereby irrevocably submit to the personal and subject matter jurisdiction of the courts of Tennessee sitting in and for the County of Davidson, for the purposes of the resolution of any dispute or claim arising out of this agreement. The parties further agree that any dispute or claim in connection with this Agreement shall be brought only in Davidson County, Tennessee.

Minimum Rider Requirements

The following constitutes the minimum acceptable requirements that Artist needs to perform.

This is not intended to replace any additional rider requirements that Artist may have provided with this contract.

- (1) Have a sturdy, level, dry stage or performance area (no bare ground) of at least 12' X 16' minimum dimensions for Artist's use. Larger stages or performance areas are preferred when possible.
- (2) Stage or performance area should be located as closely as possible to load-in area.
- (3) Electricity: Supply four, separate 20 amp power circuits of 110 volts AC, within 25 feet of stage or performance area.
- (4) When possible, provide a private and secure dressing room for Artist's use.
- (5) Provide Artist access to building at least 4 (four) hours prior to starting time.
- (6) Although not required (unless stipulated elsewhere), food and refreshments are always welcomed and appreciated by the Artist.

THANK YOU!