

## BAND PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of Thu January 28th, 2016, between City of Gulf Shores (the "Operator") and Mojo Station (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at Waterway Village Crawfish and Zydeco Festival (the "Venue"), located at the address Corner of E. 24<sup>th</sup> Ave and E. 2<sup>nd</sup> Street, Gulf Shores, AL.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the address Corner of E. 24<sup>th</sup> Ave and E. 2<sup>nd</sup> Street, Gulf Shores, AL, on the 16th day of April, 2016, at 12:10pm.
2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last of a minimum of 90 minutes.
3. **Payment.** Compensation for the Show will be \$2,500 dollars, payable by check or credit card (together being the "Fee"). A 10% deposit of Fee is due on the signing of this contract. This is a required condition for the contract to proceed; if a 10% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 90% of Fee is due immediately prior to Band's Show, but may be made earlier. If payment is made by credit card there will be an additional \$50 charge for processing.
4. **Operator Cancellation.** If full payment is not made by the time immediately prior to Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 10% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 90% of Fee. If Show is cancelled within 2 days of Show, Operator must pay Band's full Fee.
5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 10% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. **Inclement Weather.** Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and the Operator shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Band shall have the sole right to determine in good faith whether any such weather conditions shall render the performance impossible or hazardous.
7. **Band Guest Tickets.** This is a free event, Band will not be provided any complimentary tickets.
8. **Food and Drink.** Operator will not be required to provide any additional food and drink other than what has been made available to the public at this event.
11. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

12. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

13. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. **Interpretation.** Agreement will be interpreted according to the laws of Georgia.

15. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Band Representative warrants he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: 

Band's Representative typed name and title: Steve L. Edwards, Keys/Accordion

Band's typed name: Mojo Station

Operator's Representative Signature: \_\_\_\_\_

Operator's Representative typed name and title: \_\_\_\_\_

# Mojo Station

## PRODUCTION RIDER

### CONTACT INFORMATION

Band Mojo Station  
Representative Steve L. Edwards  
347 Dover Road  
Resaca, GA 30735  
678-521-6995

This rider attached hereto and made part of the contract dated Thu January 28th, 2016 between City of Gulf Shores (the "Operator") and Mojo Station (the "Band").

1. **STAGE / SOUND SYSTEM**

Operator, at Operator's cost will provide stage, lighting, sound system, and sound engineer for the event. Instrument mic's will be needed for the Lead Guitar, Drums and amplified Upright Bass. Vocal mic's will be needed for lead singer and drummer. Blues harp will supply his own harp mic (XLR). Keys will need a direct box connection. Accordion will need a direct box connection. Operator will provide contact information for the sound engineer at least 15 days prior to performance.

### Stage Plot

		X		X
		Drums		Upright Bass
X	X	X		X
Lead Guitar	Blues Harp	Lead Singer		Keys/Accordion

2. **SETUP / TEARDOWN / SOUND CHECK**

Band will have access to the stage 20 minutes prior to the performance for setup and sound check.

3. **ACCOMODATIONS**

Operator, at Operator's cost will provide the band with three rooms/two person occupancy for the night of April 16<sup>th</sup>, 2016.

4. **ADVERTISING / USE OF NAME**

Operator agrees to allow Band the use of the Operator name, name of the venue, images and Show information in their promotional materials, both physical and electronic. Band agrees to allow Operator the use of the Band name, images, video and recordings, for the purposes of promoting the Show.