



## Engagement Agreement

1. **AGREEMENT** made this February 4, 2010 between Class Acts Columbus, Inc. (herein referred to as CAC) and City of Gahanna C/O Becky Stinchcomb (herein referred to as Purchaser) for the purpose for contracting the following entertainment for Gahanna Freedom Festival 2010:

2. **PERFORMANCE DETAILS:**

Artist	56 Daze	Price	\$ 3,125.00
Date	Saturday, July 3, 2010	Times	7:00 PM - 10:00 PM
Venue	Gahanna Municipal Golf Course	Address	220 Ridenour Road Gahanna, OH 43230
Artist Provides	up to three sets of live music with recorded music during breaks; sound and lighting. Purchaser may add on additional sound for \$500.		
Client Provides	safe; dry, covered performance area with bottled water.		

3. **PAYMENT TERMS** (in U.S. Dollars). If the contract price is not paid as follows this contract is voidable at CAC's sole option.

**DEPOSIT** of \$1562.50 to be received within ten business days. If the deposit is not received by agent, this agreement is voidable at the agent's sole option. Deposits to be made payable to Class Acts Columbus, Inc. by check or money order.

**BALANCE** of \$1562.50 is due seven days prior to engagement made payable to Class Acts Columbus, Inc. by check or money order.

4. **OTHER CONSIDERATIONS:**

- a. If a contract rider is attached, that rider is a part of this contract, and it must be reviewed, signed by purchaser and returned to the Artist's representative with this contract. In the event of conflict between the provision(s) of this contract and said rider, the provision(s) of the said rider shall govern.
- b. Any appearance for any reason whatsoever other than herein stated times and places must be approved by Artist prior to Engagement.
- c. Inclement weather: If this is an outdoor engagement and inclement weather conditions, such as precipitation, prevail, if Artist is expected to perform, Purchaser must furnish a well covered stage that doesn't leak in order for the Artist to perform due to the fact that all instruments are electrical and amplified and could create a hazard to the lives of the Artist and musicians. Should such inclement weather conditions occur during the performance, making it impossible to complete the show, Artist shall nevertheless be paid the full contract price. Inclement weather does not alter the terms of this contract. It is advisable that Purchaser have an alternate indoor location available and arranged for well in advance.

5. **CANCELLATION:** If the performance is cancelled by the Purchaser deposit will be forfeited. If the performance is cancelled within (60) days of its scheduled date the entire balance must be paid. Balance due is to be paid to CAC at least seven days prior to the date of engagement. Neither CAC nor artist has any obligation to perform this agreement if the full sum due is not paid as required.

6. **ARTIST-INDEPENDENT CONTRACTOR:** Artist shall at all times have complete supervision, direction and control over the service of his personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. The artist executes this agreement as an independent contractor, not as an employee of the Purchaser.
7. **HOLD HARMLESS:** It is agreed that CAC is an independent agent and does not direct the activities of the artist. CAC shall not be responsible for any acts or omissions of artist, its agents, members, patrons or guests; Purchaser shall indemnify and hold harmless CAC from all expenses, damages, costs and any attorney fees, arising from or related to any such acts or omissions.
8. **FORCE MAJEUR:** This contract may be cancelled by CAC on behalf of the artist(s) due to accidents, failure of transportation, strikes, illness, acts of God or any other event of force majeure which prevents artist from performing. In the event of such cancellation, Purchaser shall be refunded all sums paid to CAC for cancelled artist(s).
9. **THIS ENGAGEMENT IS NOT TO BE ADVERTISED OR PUBLICIZED IN ANY MANNER OR FORM UNTIL THIS CONTRACT IS FULLY PROCESSED AND SIGNED BY BOTH PARTIES. THIS CONTRACT BECOMES VOID IF PURCHASER FAILS TO SIGN AND RETURN WITHIN 10 DAYS OF DATE ISSUED.**
10. We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract.

Purchaser's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Becky Stinchcomb, Mayor  
City of Gahanna  
200 South Hamilton Road  
Gahanna, OH 43230

Agent's Signature: \_\_\_\_\_  
Tammy Walkup

Date: February 4, 2010