

CLASS



ACTS

COLUMBUS, INC

April 12, 2002

Mr. Tony Collins
Gahanna Parks and Recreation
200 South Hamilton Road
Gahanna, Ohio 43230

Re: Phil Dirt and the Dozers
Gahanna Municipal Golf Course
July 4, 2002

Dear Tony,

Please find enclosed two copies of our contract in connection with the above referenced engagement.

Please review, sign and return both copies to this office with your deposit of \$3,000.00 within ten (10) business days or as soon as can be reasonably executed. A fully executed copy will promptly be returned for your records. The balance of \$3,000.00 will be due five (5) business days prior to the engagement or as soon thereafter as can reasonably be executed. Please make all checks payable to Class Acts Columbus.

Please don't hesitate to call or e-mail if you have questions.

Best regards,

Robert Piascik
Class Acts Columbus
bob@class-acts.com

440 W. NATIONWIDE BLVD.

S U I T E 2 5 0

COLUMBUS, OHIO

4 1 5 - 2 3 3 1

Ph 614.358.1888

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1-877-554-1888

info@class-acts.com

www.class-acts.com

EXHIBIT A

CLASS



ACTS
COLUMBUS, INC

ENGAGEMENT AGREEMENT

1. **AGREEMENT** made this April 12, 2002 between Class Acts Columbus, Inc. (herein referred to as CAC) and Tony Collins as representative and on behalf of City of Gahanna (herein referred to as Purchaser) for the purpose of contracting entertainment.
 - a. Artist: Phil Dirt & the Dozers
 - b. Venue: Gahanna Municipal Golf Course
 - c. Address: 220 Ridenour Road, Gahanna, Ohio
 - d. Job type: pre-fireworks concert
 - e. Client will provide: adequate stage, power and hospitality per band rider
2. **DATE OF ENGAGEMENT:**
 - a. Date: July 4, 2002
 - b. Showtime: 8:00 PM – 11:15 PM
 - c. Artist to provide: three 45 minute sets beginning at 8:00 pm, 9:00 pm, 10:30 pm
3. **CONTRACT PRICE (in U.S. Dollars): \$6,000.00**

If the contract price is not paid as follows this contract is voidable at CAC's sole option:
DEPOSIT of \$3,000.00 to be received within ten (10) 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 \$3,000.00 is due five (5) business days prior to engagement made payable to Class Acts Columbus, Inc.
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 provisions(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 show date.
 - c. Inclement weather: If this is an outdoor engagement and inclement weather conditions such as precipitation prevail and Artist is expected to perform, Purchaser must furnish a covered, leak-free performance area due to the fact that some instruments are electrical and could pose a hazard to the Artist. 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.
5. **CANCELLATION:** If the performance is cancelled by the Purchaser deposit will be forfeited. If performance is cancelled by Purchaser within ninety (90) days of its scheduled date one half (1/2) of the sum due must be paid. If the performance is cancelled within sixty (60) days of its scheduled date the entire balance must be paid. Balance due is to be paid to CAC at least five (5) business 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 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.
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.

440 W. NATIONWIDE BLVD.

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CAC Agent's Signature _____

APPROVED AS TO FORM:

Thomas L. Weber, City Attorney

Purchaser's Signature _____

Rebecca W. Stinchcomb, Mayor
City of Gahanna
200 S. Hamilton Road
Gahanna, OH 43230

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Thomas L. Weber, City Attorney

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Rebecca W. Stinchcomb, Mayor

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