

## ENGAGEMENT AGREEMENT

1. **AGREEMENT** made this April 8, 2008 between Class Acts Columbus, Inc. (herein referred to as CAC) and City of Gahanna Parks & Recreation c/o Abbey Sonnenberg Brooks (herein referred to as Purchaser) for the purpose for contracting entertainment.
  - a. Venue: Gahanna Municipal Golf Course
  - b. Address: 220 Ridenour Road, Gahanna, OH
  - c. Job Type: Gahanna Freedom Festival 2008
  - d. Client will Provide: see attached rider

2. **DATE(S) OF ENGAGEMENT:**

Entertainer	StartDate	StartTime	EndTime	BalDueEnt
Pagete Limited	7/4/2008	4:30 PM	10:00 PM	\$1,250.00
Lt. Dan's New Legs	7/4/2008	7:00 PM	10:00 PM	\$2,900.00
Flashback	7/4/2008	5:00 PM	6:30 PM	\$1,500.00

3. **CONTRACT PRICE:** (in U.S. Dollars): **\$5650.00**

If the contract price is not paid as follows this contract is voidable at CAC's sole option:

**DEPOSIT** of \$2825.00 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 \$2825.00 is due seven days prior to engagement made payable to Class Acts Columbus, Inc.

4. **CANCELLATION**

If the deposit is not received by agent, this agreement is voidable at the agent's sole option. If any performance is cancelled by the Purchaser deposit will be forfeited. If any 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 any 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 seven days prior to the date of engagement. Neither CAC nor artists has any obligation to perform this agreement if the full sum due is not paid as required.

5. **ARTIST-INDEPENDENT CONTRACTOR**

Artists 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 artists execute this agreement as an independent contractor, not as an employee of the Purchaser.

6. **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. If agreed upon, it must be inserted in contract.
- 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.

7. **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.**

8. We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract.

Agent's Signature \_\_\_\_\_ Purchaser's Signature \_\_\_\_\_

City of Gahanna  
200 South Hamilton Road  
Gahanna, OH 43230

Class Acts Entertainment  
Standard Band Rider

The following items are necessary and will help the band provide you with the best possible service. If any of these requirements are not feasible, please discuss alternatives with your agent.

**REQUIRED**

1. Performance Space: Purchaser will provide an ample performance space of no less than 24' wide x 16' deep.

2. Electrical Needs: Band shall have easy access to two (2) 20 amp, 120 volt electrical circuits within 20' of the performance area.

3. Load-in / Load-out: Most bands require approximately 2 hours for load-in and set-up prior to guests entering the room where performance is taking place. After performance, the band will require approximately 1 hour for tear-down and load-out. For certain venues where load-in and load-out are particularly difficult, additional time may be required.

4. Beverages: Purchaser will provide a minimum of two (2) bottles of water for each member of the group during the performance time.

5. Parking: Purchaser will supply suitable parking for one (1) vehicle per member of the band.

6. Timeline: If a written timeline or script outlining the details of the event has been prepared, the purchaser will provide a copy in advance to Class Acts Entertainment.

7. Contact: Purchaser will supply the band with "day of show" phone numbers for:

Client or client representative: Name \_\_\_\_\_ Phone \_\_\_\_\_

Venue contact: Name \_\_\_\_\_ Phone \_\_\_\_\_

**RECOMMENDED**

8. Staging: For events with more than 150 guests, it is strongly recommended that the purchaser provide the band with a stage or some sort of elevated surface.

9. Break Room / Changing Area: If available, purchaser should set aside a place for the band to go while they are not performing.

10. Storage: Purchaser should set aside a space near the stage such as a closet or storage room for the band to keep cases and equipment out of sight.

11. Food / Alcohol

a. If the event is "in town" the purchaser is never required to provide meals for the group although it always appreciated. If food is being prepared for the band, purchaser should make their agent aware of this.

b. If a performance is considered "out of town" a meal is typically required for each member of the band due to the demands of extra travel and set-up time.

c. Provision of alcoholic beverages is entirely at the purchaser's discretion.

12. Media: If the performance is recorded or broadcast in any way, purchaser will provide a recorded copy of the video and/or audio to Class Acts Entertainment.

\_\_\_\_\_  
Purchaser

DATE: \_\_\_\_\_