

Big Green Van Entertainment

CONTRACT

This **Booking Agreement** (the "Agreement") is made on August 21, 2019, by and between Big Green Van Entertainment, 165 Sanford St, Rochester, NY, 14620 (hereinafter "Artist"), and Wayne County Fair, 300 West Jackson St., Palmyra, NY, 14522 (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Deal Terms and Payment Schedule

The Purchaser hereby agrees to pay Artist **Flat Guarantee of \$ 3,800.00** for the Performance(s). Payment for the Performance(s) are to be paid by Cash, Check, PayPal, Credit Card, ACH Bank Transfer, or Wire Transfer. Additional transaction fees may apply. All checks must be made payable to "Big Green Van Entertainment, LLC".

#	Full Payment	due on site	\$ 3,800.00
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2. Events, Performances, and Appearances

Artists	ZBTB
Date	Thursday, August 13, 2020
Venue	Wayne County Fair 300 West Jackson St., Palmyra, NY, 14522
Event	Festival
Performance	Full Band (180 minutes)
Travel	Purchaser does not purchase travel.
Accommodation	Purchaser does not purchase accommodation.
Ground	Purchaser does not purchase local transportation.
Meals	8 hot meals (including 2 vegetarian) no less than one hour prior to the start of the Performance.
Restrictions	
Schedule	Performance 8:00 PM ZBTB

3. Additional Terms

Purchaser will provide covered staging. Artist will provide production including sound and lights.

Artists requires parking for a 50' bus/trailer.

4. Security

The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Artist on the premises.

5. Recording, Reproduction or Transmission of Performance

Purchaser shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the Performance without prior written consent of the Artist.

6. Controlling Authority

Artist shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and Artist shall have the sole right or may see fit to designate and change at any time the performing personnel.

7. Intellectual Property

The Parties acknowledge that the Artist shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of Purchaser. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the Artist.

8. Right to Likeness

Purchaser shall be entitled to advertise and promote the appearance of Artist at the Performance solely for the purpose of increasing the attendance at Performance. Purchaser, however, may not use Artist's name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without Artist's prior written consent.

9. Term and Termination

a. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.

b. **Termination.** In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement by notice to Purchaser to that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.

10. Force Majeure

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, epidemic, act of God, or any other force majeure event or occurrence beyond their respective control.

11. Indemnification

Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with Performance, which claim does not result from the active and willful negligence of the Artist.

12. Governing Law

This Agreement shall be governed by and subject to the laws of New York, without giving effect to any choice or conflict of law provision.

13. Assignment/Transfer

Neither Artist nor Purchaser may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the Artist and Purchaser and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

14. Amendment to Agreement

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

15. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF EACH PARTY WARRANTS HIS/HER AUTHORITY TO DO SO.

ACCEPTED AND AGREED TO:

Wayne County Fair



Pam Ferranti
Wayne County Fair
300 West Jackson St., Palmyra, NY, 14522
08/28/2019

Big Green Van Entertainment



Tim Hull
Big Green Van Entertainment
37 Moxon Dr., Rochester, NY, 14612
08/28/2019