

BAND PERFORMANCE CONTRACT

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this 26th day of September, 2019 by and between Pam Ferranti for Wayne County Fair (hereinafter referred to as the "Purchaser") and Junkyardfieldtrip, (hereinafter referred to as the "Artist") by and through Mike Gladstone (DBA Tonesearch Productions), located at 32 Old Winding Lane, Fairport, NY 14450, (hereinafter referred to as "Agent")

WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to legally bound hereby, agree as follows:

1. Entertainers. The Artist is a band consisting of the following members:

Mike Gladstone
Rob Smith
Emmett Ientilucci
Don Torpy

2. Venue. The place of performance is located at

Wayne County Fair
W Jackson St
Palmyra, NY 14522 (hereinafter referred to as the "Venue").

3. Performance. The entertainment to be provided by Entertainers is generally described as Wayne County Fair (hereinafter referred to as the "Performance").

4. Date and Time of Performance. The date of the Performance shall be August 14, 2020, and the time of the Performance shall be 8:30 PM. This performance shall have a duration of 3 hours including a 20 minute break.

5. Agreement to Perform. Artist agrees to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.

6. Artist Fee. Purchaser agrees to pay Artist or his agent an aggregate of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1500.00) for the Performance. Artist fee shall be paid in cash, money order or cashier's check, made out to the Agent. Payment is to be made immediately after performance is completed.

7. Recording, Reproduction or Transmission of Performance. Purchaser will use its best efforts to prevent the recording, reproduction or transmission of the Performance without the written permission of the Artist.

8. Excuse of Obligations. Purchaser and Artist shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

9. Taxes. Purchaser agrees to prepare and file all tax information required of a person who hires an independent contractor and the Artist agrees that they have sole responsibility for the payment of any federal or state taxes arising from the monies paid by Purchaser to the Artist for the Performance.

10. Indemnification for Copyright Infringement. Artist represents and warrants that they are knowledgeable about the copyright laws of the United States as applicable to the Performance, and that Artist(s) shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws. In the event that Artist breaches this representation, warranty and covenant, Artist hereby agrees to indemnify and hold harmless the Purchaser and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach.

11. Independent Contractor. Artists acknowledge that they shall perform their obligations hereunder as an independent contractor and not as an employee of Purchaser. Artists further acknowledge that they are not on

Purchaser's payroll and social security or tax withholding rolls. Artist shall have sole control and direction in the conduct of the Performance.

12. Merchandising. Artist shall have the sole right to display and sell merchandise at the Venue and retain 100% of the proceeds there from. Purchaser will insure that there is no concession fee assigned to the Artist.

13. Promotion. Purchaser shall be entitled to advertise and promote the appearance of the Artist and the Performance. Artist acknowledges that Purchaser will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held at the event. Artist hereby acknowledges and agrees that Purchaser may use their name, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at the Performance. Promotional items available upon request.

14. Security. Purchaser shall provide security for the backstage and stage areas before, during and after the Performance. Purchaser shall provide security personnel to protect Artist(s) and their property as deemed appropriate by Purchaser in its discretion.

15. Passes. Purchaser shall provide identification passes to the Artist for the backstage and stage where Performance is to be held.

17. Stage. At its sole expense, Purchaser shall furnish the stage and power for the Performance. Artist will provide sound, sound engineer and lighting.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

BY:

"AGENT"

Michael Gladstone (DBA Tonesearch Productions)



(an authorized signatory)

BY:

"PURCHASER"

Pam Ferrante for Wayne County Fair



Pamela J. Ferranti, President

(an authorized signatory)

9-26-19