



PERFORMANCE AGREEMENT



This contract (the "Agreement") is made on this _____ day of March, 2023 between City of Waukesha (the "Client") and Josh Quinn, doing business as The Cheap Shots (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Client at or near Waukesha, WI (the "Venue").

It is agreed as follows:

- 1. Place, date, and time of Show.** The parties agree that the time and place of Show will be at or near Venue, located at or near Lowell Park - 2201 Michigan Ave, Waukesha, WI 53188, on Monday, July 3, 2023 from 6:00pm-9:30pm.
- 2. Payment.** Compensation for the Show will be \$2,800.00, payable by check. Fee in full is due no later than one hour after the conclusion of Band's Show, but may be made earlier. A deposit of \$700 is due within 7 days of signing the agreement.
- 3. Production.** Sound systems and lighting systems, engineers, crew, and other equipment and personnel needed to run the Show on the above date, separate from Band members, will be provided by Band.
- 4. Cancellation.** If Show is canceled after 12:00am on Friday, March 31, 2023 Client must pay 50% of Band's full Fee for loss of performance opportunity.
- 5. Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences beyond Band's control such as an act of nature, government, or illness/disability of Band, the deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
- 6. COVID-19.** If Client cancels the event within 7 days of performance date as a direct result of COVID-19 issues, Client will pay 50% of Fee to Band. If Band cancels the event at any time prior to the performance date because of COVID-19 illness of a band member, Band will refund any payments already made.
- 7. Food and Drink.** Client will provide Band with water, soda, and two beer tickets per band member at least two hours before the start of the event and during the entirety of the event.
- 8. Sound System Check.** A complete sound check conducted by Band of Band's sound system is required, at a time to be mutually arranged between Band and Client but no later than 30 minutes before the performance is scheduled to begin.
- 9. Marketing.** Band shall appear in advertisements, promotions, and all marketing materials as "The Cheap Shots," which contains three separate words. **Any variation thereof will result in a \$300.00 marketing penalty.** All photos used for marketing purposes must be pre-approved by Band.

10. **Security, Health, and Safety.** Client warrants that stage is of stable construction, at least 16 feet wide and 12 feet deep, and is 100% covered to sufficiently protect from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Client maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

11. **Band Insurance.** Band shall at all times during performance of this Agreement maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, and shall provide proof of such coverage to City.

12. **Severability.** If any portion of Agreement conflicts with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

The below-signed Band Representative warrants he has authority to enforceably sign this agreement for Band in its entirety. The below signed Client's Representative warrants s/he has authority to bind Client and Venue (above).

Signature of Band Representative: Josh Quinn

Band Representative typed name and title: Josh Quinn, Manager/Lead Singer

Signature of Client Representative: _____

Shawn N. Reilly, Mayor

Gina L. Kozlik, Clerk-Treasurer

