



Live Music Performance Contract

--Customer/ Establishment: Village of Palos Park- Autumn in the Park Festival _____

Customer contact person name and telephone: Rick Boehm 708-671-3702 _____

Performance Location: Village Green- 8901 W 123rd St, Palos Park, IL _____

Performance Date: Fri- Sept 20th, 2019 _____

Performance Start Time: 8pm _____ End Time: 11pm _____

Performance Fee: \$5500.00 _____ Deposit: \$1000.00 _____ Circle one: [Indoors][Outdoors]

*Payment of balance made to Bella Cain in U.S. Currency at the end of performance or check made out to:

Bella Cain Inc.

1. Band agrees to provide band members, also to include sound engineers, tech/crew, lighting engineers, stage manager, dancers, drivers and/or security beginning at the load in time/start time and ending at the end time shown above. Band will be entitled to breaks beginning during the performance if so chosen by Bella Cain.
2. This Contract cannot be canceled by the Customer after the date 120 days before the Performance Date, without the written agreement of Band. If Customer cancels before that time, the deposit will not be refunded, but payment of the Performance Fee will not be due. If Customer cancels after that time, payment of the full Performance Fee will still be due in full.
3. Band reserves the right to cancel the performance, or to delay the performance for a sufficient time to correct problems, if, in its sole discretion, the performance area is inadequate or dangerous, if weather conditions make performance dangerous or damaging to equipment and Customer has not provided adequate shelter, or if Customer has otherwise failed to meet the terms of this Contract. If the performance is cancelled due to weather, performer will still receive full compensation of contracted price.

Bella Cain

Contact: Rob Harvey – firefighter224@gmail.com

4. If cancellation or delay of performance by Band is due to Customer's failure to meet the terms of this Contract, including failure to provide adequate protection from weather conditions, then payment of the Performance Fee in full will still be due.

5. This contract constitutes a complete and binding agreement between the customer and Bella Cain. Agent acts only as agent and assumes no responsibility as between the customer and Bella Cain.

6. In case of breach of contract by customer/establishment, the Customer agrees to pay performance fee as mitigated damages plus reasonable attorney(s) fees, court cost(s), and legal interest.

7. The Customer agrees to be responsible for harm, loss, or damage of any kind to Bella Cain's person or property during performance hours, set-up, and take-down of equipment at stated location.

8. The person(s) signing for the Customer and the manager of Bella Cain agree to be personally, jointly, and severally liable for the terms of this contract.

9. Other Agreement Terms: Bella Cain will be provided food/ beverages (Juice/Soda/Water) for 24 personnel/staff the day of the performance. Parking for 5 personal vehicles, 1- 45ft Prevost Tour Bus, 1- 25ft box truck on location. Bella Cain reserves the right to use our own engineers/crew/staff during our performances without restrictions. We will provide rear lighting/video walls and screens/equipment for Bella Cain's performance. Bella Cain will need a stage minimum (30ft wide x 16ft deep x 14ft tall from top of the stage deck), electric/power needed- 200 amp service or 24k generator. Bella Cain will be allowed the necessary time to setup prior to our performance (approx 4 hrs-providing full lighting production from a clean and empty stage). Sound Works to provide PA. Bella Cain will provide our own FOH Console, IEM'S, mics, cables, backline. Bella Cain reserves the right to sell Merch with 100% proceeds going to Bella Cain Inc.

Bella Cain reserves the right to complete say and authorization of all opening acts on their material, performance and production.

* PLEASE SIGN/DATE CONTRACT AND MAIL TO: RKH Productions, 10505 294th Ave, Trevor, WI 53179

OR

* SIGN/DATE CONTRACT, SCAN AND EMAIL TO: firefighter224@gmail.com

Band: Bella Cain

By Rob Harvey, Authorized Agent

Date: 03-16-19

Acknowledge receipt of Deposit _____ []

Customer: Village of Palos Park

By Ant F. Mahony, Authorized Agent

Bella Cain

Contact: Rob Harvey – firefighter224@gmail.com