

Will Evans - July 15, 2024 Cadyville Park

This PERFORMANCE CONTRACT is made by and between Will Evans, LLC ("ARTIST COMPANY"), and Town of Plattsburgh ("PURCHASER") for the engagement listed below, and consists of the terms and conditions set forth below, together with the Additional Terms and Conditions, the Artist's Rider (if any) and any other exhibits and addenda which are attached hereto, each of which are expressly incorporated herein by reference (collectively, this "AGREEMENT").

In consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and ARTIST COMPANY hereby agree as follows:

Deal			
Guarantee			\$1,000.00
Event Details		Event Summary	
Age Limit	All Ages	Gross Potential	\$0.00
Artist Merch Rate	100% soft (artist sells) 100% hard (artist sells)	Adjusted Gross Potential	\$0.00
Event Date(s)	July 15, 2024	Ticket Sales Tax (0% sales tax)	-\$0.00
Will Evans - Set Time	6:00 PM (120min) Mon, Jul 15	Net Gross Potential	\$0.00
		Fixed Expenses + Artist Payout	-\$1,000.00
		Net Profit (Promoter)	-\$1,000.00
Expense Summary			Total Expenses \$1,000.00
Fixed Expenses + Artist Payout			\$1,000.00
		Talent Pay	Expense
		(H) Will Evans	\$1,000.00
		Totals:	\$1,000.00

Contacts		
Jason Kupperman	Agent	kup@goldengateagency.com
Ian Miller, Signatory	Signatory	
Erin Pangborn	Buyer	erinp@townofplattsburgh.org
Michael Cashman	Signatory	

Contract Terms

Billing: Headline

Rain or Shine.

Deposits are to be made payable to: GOLDENGATE TALENT AGENCY by ACH, Wire Cashier's Check or money order and will be put in escrow on behalf of the artist. The agreement is made between the Purchaser and Artist and a W9 will not be required by the Purchaser for Goldengate.

If sending via electronic payment, please reference artist, city and show date when sending a deposit:

Goldengate Talent Agency
636 Newmans Lane
Bridgewater, NJ 08807
Bank of America
604 W Union Ave
Bound Brook, NJ 08805
Acct #: 381059094595
ACH Routing #: 021200339
Wire Routing #: 026009593

Balance is due upon demand day of show in cash or cashier's check and made payable to the LLC on Artist's W9. No personal checks will be accepted.

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 or without written approval from Artist management or Goldengate Talent Agency. This contract may become void if Purchaser fails to sign and return within fourteen (14) days of date issued.

Riders attached hereto are hereby made a part hereof.

DEFINITIONS:

PURCHASER is defined as the buyer of this engagement.

PRODUCER is defined as the ARTIST for this engagement.

EVENT is defined as the date and location for this engagement.

1. PURCHASER will first apply any and all receipts received from the performance to payment required hereunder. All payments must be in full without any deductions whatsoever. PURCHASER will advise PRODUCER or PRODUCER's agent immediately upon request of the admissions prices for the performance.
2. If the payment to the PRODUCER is based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within (2) hours of such performance. If the payment of PRODUCER's share of performance receipts is based in whole or in part on expenses related to the engagement, PURCHASER shall verify with paid receipts, cancelled checks or other documentation of all expenses or they will not be included as expenses of the engagement. PRODUCER shall have the right to have representation present in the box office at all times. Such representative shall have access to the box office records of PURCHASER relating to gross receipts of this engagement only.
3. PURCHASER will furnish and pay for all its own expense(s) necessary for the proper presentation of the performance on the date and time of the above-mentioned performance. This includes without limitation (a) suitable theater, hall or auditorium, well-heated, ventilated, lighted, clean, and in good order, curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in quantity and numbers required by PRODUCER, dressing rooms, all needed electricians and stage hands, all lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in the primary newspapers; (b) all music royalties connected with PRODUCER's use of music, and additionally the cost of any musicians (including Contractor) other than those furnished by PRODUCER as part of the PRODUCER's regular company; (c) all amusement taxes; (d) if PRODUCER requires, all needed facilities, electricians, stage hands and other personnel for lighting and dress rehearsals; and (e) all other items and personnel (including but not limited to any and all personnel, including musicians, as required by any national or local union(s) required for the proper presentation of the entertainment presentation hereunder and any rehearsals therefore, except those items and personnel which PRODUCER herein specifically agrees to furnish. PRODUCER has the right to rename the local music contractor and to approve the local musicians hired.
4. In the event a performance is rendered impossible or infeasible by any act of God or regulation of any public authority or bureau, civil tumult, strike, epidemic, war conditions or emergencies or any other similar or dissimilar cause beyond the control of PRODUCER, it is understood and agreed there shall be no claim for damages by PURCHASER and PRODUCER's obligations as to such performances shall be waived. In the event of non-performance for any of the above-stated reasons, if ARTIST is ready, willing and able to perform, PURCHASER shall pay full compensation hereunder, otherwise, the monies (if any) advanced to PRODUCER hereunder, shall be returned on a pro-rata basis.
5. Inclement weather rendering performances impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and PRODUCER disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, PRODUCER's determination as to performance shall prevail.
6. 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, PRODUCER shall have the right to refuse to perform the contract, shall retain any amounts theretofore paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to PRODUCER by PURCHASER and PURCHASER shall remain liable to PRODUCER for the agreed price herein and forth.
7. The entertainment presentation to be furnished by PRODUCER hereunder shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER. PRODUCER's name or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising without PRODUCER's prior written consent. PURCHASER will provide all marketing materials to PRODUCER or PRODUCER's agent prior to announcement and must obtain written approval of such materials.
8. PURCHASER shall not itself, nor shall it permit others to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof without written approval by PRODUCER or PRODUCER's agent.
9. Unless stipulated to the contrary in writing, PURCHASER agrees that PRODUCER or PRODUCER's agent may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof. PRODUCER or PRODUCER's agent shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 10 days.
10. PRODUCER shall have exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods employed in fulfilling each obligation of PRODUCER hereunder in all respects. PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the PRODUCER(s) specifically named herein.
11. PURCHASER agrees (a) to comply promptly with PRODUCER's directions as to stage settings for the performance hereunder, (b) that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the engagement hereunder, (c) that no stage seats are to be sold or used without PRODUCER's prior written consent, and (d) that the entertainment presentation will not be included in a subscription or other type of series without the written consent of PRODUCER.
12. It is agreed that PRODUCER signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make provisions hereof or otherwise.

13. Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. If there is any conflict between any provisions of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. PURCHASER agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by PURCHASER.

14. In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER shall prevail.

15. PURCHASER hereby indemnifies and holds PRODUCER, as well as their 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 PRODUCER 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, form or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the PRODUCER.

16. Goldengate Talent Agency acts herein only as agent for PRODUCER and is not responsible for any act of commission or omission on the part of PRODUCER or PURCHASER. In furtherance thereof and for the benefit of Goldengate Talent Agency, it is agreed that neither PURCHASER nor PRODUCER will name or join Goldengate Talent Agency as a party in any civil action or suit arising out of; in connection with, or related to any act(s) of commission or omission of PURCHASER or PRODUCER.

17. Force Majeure

a. A "Force Majeure Event" is defined as any cause(s) beyond the reasonable control of the parties hereto that would render the Performance hereunder impossible or make conditions for the Performance hazardous. Such causes shall include, but not be limited to: acts of God; weather; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act; transportation failure or delay; governmental or court ordered laws, regulations, requirements, orders or actions including those related to communicable diseases, epidemics, pandemics or other dangers to public health; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment), technical failures beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto (hereinafter "Force Majeure Event"). Neither Company, Agent nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event.

b. In the event that the Performance is cancelled due to a Force Majeure Event and Artist is ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, one hundred percent (100%) of the Guarantee. (ii) In the event the Performance is cancelled pursuant to a Force Majeure Event that renders Artist unready and/or unable to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, fifty percent (50%) of the Guarantee.

18. Venue: PURCHASER may not change the venue of the engagement without written consent from PRODUCER. PURCHASER agrees to obtain and provide all necessary permits and licenses required by all laws for the purposes of lawfully putting on the event.

19. Date of Event: PURCHASER may not make any announcement regarding the ARTIST's performance without written consent from PRODUCER or ARTIST management. If there is a breach of this agreement, PRODUCER may choose to terminate this contract and ARTIST is to retain any payments made and shall have no obligation to carry out this agreement. PURCHASER acknowledges that any deposit(s) made within this agreement is non-refundable. PURCHASER may not change the date of this event without written approval from PRODUCER.

20. Tickets: PURCHASER will not charge any taxes or fees of any kind without written approval from PRODUCER or PRODUCER's agent. PURCHASER will be responsible for the payment of all taxes (state and local) associated with the sale of tickets for the Event. PURCHASER can not increase or decrease a ticket price without written agreement from PRODUCER or PRODUCER's agent.

21. Production: Unless otherwise agreed upon, PURCHASER is responsible for providing and paying for all production costs. PURCHASER agrees to setup an appropriate and safe performance area. PURCHASER agrees to provide a high quality sound and lighting system. PURCHASER shall make sure any equipment required and necessary for the successful production of the engagement will be checked to make sure they are in working order. PURCHASER will indemnify PRODUCER and PRODUCER's agent from any liability resulting from damage to equipment. If performance area is deemed not safe or any necessary equipment is not in working order, PRODUCER shall have the right to cancel the Event without penalty and will have the right to keep all payments and have the balance of payment remitted immediately. PURCHASER shall provide PRODUCER a safe and clean dressing room area. PURCHASER will be responsible for providing and paying for all items outlined on the PRODUCER's rider. If an item is unavailable, PURCHASER will notify PRODUCER to request substitution.

22. Tax Obligation: PURCHASER will be responsible for submitting withholding tax amounts (if applicable) to the appropriate tax authority (U.S. Internal Revenue Service and/or any other applicable state and/or local tax authority) no later than 30 days from the date of the Event. PURCHASER shall provide receipt or legitimate proof that such payment has been made. In the event such payment has not been made and/or proof has not been received within the designated time period, PURCHASER must make such payment directly to the PRODUCER within 5 business days of notice being sent. PURCHASER will also be responsible for any penalties incurred due to late payment.

23. Visas: PURCHASER (if applicable) will be responsible for procuring and paying for any work permits and visas required for PRODUCER and any other member of PRODUCER's crew. PURCHASER will be responsible for paying for any additional fees related to obtaining a Visa.

24. Insurance: PURCHASER agrees to provide public and general liability insurance coverage (including automobile, liability and comprehensive) to protect against 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 the date of the Event, including as a consequence of the installation and/or operation of the equipment provided by Artist. PURCHASER shall maintain in effect workmen's compensation insurance covering all of its employees and other personnel who are involved in the installation, operation and/or maintenance of the equipment provided by the PURCHASER. PURCHASER agrees to provide full insurance coverage for all equipment provided by Artist and/or Artist's contractors and employees against fire, theft, riot or any other type of act that would cause harm or damage to equipment. PURCHASER will obtain and maintain a commercially standard event cancellation insurance policy for the Event which does not exclude cancelled due to a force majeure event or an inclement weather cancellation, except due to acts of war, government or court ordered laws, or other commercially reasonable exclusions. PURCHASER will obtain and maintain commercial general liability insurance coverage as previously noted in the amount of no less than \$3,000,000 (three million dollars) per occurrence and workers compensation and employer's liability insurance with minimum limits of \$1,000,000 (one million dollars) per claim and shall name PRODUCER, ARTIST and PRODUCER's agent as additionally insured. Purchaser hereby agrees to indemnify and hold Company, Artist, Agent and their contractors, employees, licensees, designees and agents (individually and collectively, the "Artist Indemnitees") harmless from and against any loss, damage or expense including reasonable attorneys' fees incurred or suffered by or threatened against the Artist Indemnitees 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, entity or corporation as a result of or in connection with the Engagement, which claim does not result directly from the gross negligence or willful misconduct of Artist and/or Company's employees, contractors, licensees, designees or agents. (d) Purchaser also hereby indemnifies the Artist Indemnitees from and against any and all loss, damage or expense resulting from any damage or destruction to Artist's equipment or that of its employees, contractors Page 8 of 9 Purchaser Initials _____ Company Initials _____ and agents, inside or outside the Venue, including but not limited to damage or destruction occasioned by Force Majeure events. (e) The Artist Indemnitees shall not be responsible for damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by Company or Artist. Purchaser shall indemnify and hold the Artist Indemnitees harmless from any third party claims concerning the foregoing (as provided above) and no claim, deduction or offset shall be made by Purchaser in respect of same.

25. Default & Cure of Breaches: Either party, whether PURCHASER or PRODUCER must notify the other of any breach in writing. PURCHASER will have three business days to cure any breach of this agreement. In the event the breach is not cured, PRODUCER will have the right to terminate this agreement and PRODUCER will have the right to keep any previously made payments and any balance of payment must be made immediately. Additionally, any costs and fees incurred by PRODUCER (including but not limited to all attorney's fees, costs of debt collection or costs of any legal action taken) will be the responsibility of the PURCHASER.

26. Rights: All rights not expressly granted herein are reserved to Company and Artist.

27. Riders: Additional riders supplied by Company, including, without limitation, Artist's technical and hospitality riders (individually and collectively, the "Artist Rider") are annexed hereto and made a part hereof.

28. Communications: Wherever in this Agreement approval or consent is required, communications may be made via e-mail and approvals made via e-mail shall be deemed written approvals for purposes of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The counterparts of this Agreement may be executed and delivered by electronic or digital means and the receiving party may rely on the receipt of the electronically or digitally signed or delivered document as a binding and enforceable agreement. Facsimile and scanned copies hereof shall be deemed to be originals.

29. Agreement: PURCHASER may not transfer or assign this Agreement or any rights, interests or obligations without the prior written consent of PRODUCER or PRODUCER's agent.

It is confirmed that we have read, understood and approve of the terms and conditions set forth in this contract.

Artist

Company Name and Address

Will Evans, LLC

7 Masons Island Road
Stonington, Connecticut 06355 United States

Name, Relationship to Artist

Ian Miller, Signatory, Signatory

Email, Phone

Signature, Date

Purchaser

Company Name and Address

Town of Plattsburgh

151 Banker Road
Plattsburgh, New York 12901 United States

Name, Relationship to Purchaser

Michael Cashman, Signatory

Email, Phone

Signature, Date
