



Band Representative
Jim Rodgers
1303 David Ln
Milford, OH 45150
513-807-3681
jimosity@gmail.com

Event Agreement

This Event Agreement is entered into as of **January 3, 2025**, by and between **Long Live – A Tribute to Taylor Swift** (“Band”) and **Franklin Parks & Recreation via Holly Johnson** (“Purchaser”).

Event Details

- Event Name: DriveHubler.com Amphitheater at Youngs Creek Park
- Event Address: 237 E Monroe Street, Franklin, IN 46131
- Event Date and Time: Saturday, June 21, 2025 (7:00 PM - 10:00 PM)

Performance Details

- The performance will consist of two hours of live music performed by Long Live – A Tribute to Taylor Swift.
- An additional hour will be included for a crowd sing-along and/or Taylor Swift trivia segment, engaging the audience in interactive entertainment.

Compensation

Total Fee: \$5,250

- \$5,000 performance fee
- \$250 accommodation buyout

Payment Terms

- Deposit: \$750 to secure the date
- Balance: Due in full no later than June 21, 2025, prior to the performance
- Payment Methods:
 - Check: Payable to Jim Rodgers; send to address above or hand-deliver on the event date prior to performance.
 - Venmo: @jimosity
 - Credit Card: Accepted with a 3.6% processing fee

Contract Terms

1. Sound and Lighting

The Purchaser shall provide adequate sound and lighting equipment, along with skilled technicians to operate it. The performance area and equipment must be accessible at least four (4) hours before the event for load-in, setup, and sound check. A sound check must be conducted at least one (1) hour before the performance.

2. Performance Duration

The Band will perform a two-hour continuous show with no breaks.

3. Security, Safety, and Stage Access

The Purchaser shall provide security or staffing to prevent unauthorized stage access by the general public. Adequate security personnel must be present to ensure the safety of the Band, crew, and equipment.

4. Electrical and Venue Requirements

- The Purchaser shall ensure an adequate electrical supply, including at least six (6) 20-amp breakers.
- A flat, level playing surface suitable for performance must be provided.

5. Parking and Load-In/Out Access

- The Purchaser shall provide parking within 50 feet of the stage for a vehicle towing a 6x12 trailer.

- Reasonable parking accommodations shall be provided for three (3) additional passenger vehicles for Band and crew members.

6. Promotion and Marketing

- Branding and Logos: The Purchaser agrees to use the Band's name, logo, and promotional materials exclusively as provided by the Band.
- The Purchaser shall prominently feature the Band in all promotional efforts, including linking to the Band's official social media accounts in online promotions, posts, and event listings.

7. Merchandising

The Band retains the exclusive right to sell merchandise at the event. The Purchaser shall provide a suitable area for merchandise sales and shall not request a percentage of sales.

8. Damage Clause

The Purchaser is liable for any damage to the Band's equipment caused by the actions or negligence of the Purchaser, their staff, or attendees.

9. Force Majeure

If the event cannot proceed due to acts of nature, government, or other unforeseen circumstances:

- The Band retains the deposit, and no additional fees are due if cancellation occurs more than 24 hours before the event date.
- If cancellation occurs within 24 hours or on the event date, the Purchaser agrees to pay 100% of the performance fee.
- If the Band is canceled for reasons outside of these circumstances within 30 days of the event, the Purchaser must pay the full performance fee.

10. Disruption Policy

The Band reserves the right to pause or terminate the performance if attendees engage in behavior that compromises the safety of the Band, crew, equipment, or audience. This includes physical altercations, harassment, unauthorized stage access, or damage to equipment. In such cases, the Purchaser remains responsible for the full performance fee.

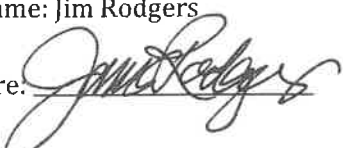
11. Rain Contingency Clause

The Band reserves the right to decline performance if weather conditions pose a risk to safety or equipment. Regardless of weather on the event day, the full performance fee is due. The Band will attempt to reschedule if adverse weather conditions render outdoor performance unsafe or impossible. If rescheduling is not feasible, the Purchaser remains responsible for the full fee.

By signing below, both parties agree to the terms of this Event Agreement.

Band Representative

Print Name: Jim Rodgers

Signature: 

Date: January 3, 2025

Purchaser Representative

Print Name: _____

Signature: _____

Date: _____



Legends Alive USA
414-881-0923 608-347-6403

ENTERTAINMENT CONTRACT

This agreement approved on July 23rd, 2024 by and between Franklin Parks & Recreation Department, herein referred to as **Purchaser** and Legends Alive USA, herein referred to as **Artist/Agent**.

Purchaser: Franklin Parks & Recreation Department

Artist/Agent: Legends Alive USA – Elvis Tribute “Elvis Through The Years”

Date of Performance: Friday, September 12th, 2025

Hour of Performance: 7:00 PM – 10:00 PM

Set Lengths: 3- 45 minutes sets with 2 breaks

Type of Entertainment/show: Garry Wesley & The Memphis Rockers - A Garry Wesley Production “Elvis Through The Years”

Place of Performance: DriveHubler Amphitheater at Youngs Creek Park 237 W. Monroe Street Franklin, IN 46131

Contract Price: \$3995 includes a one-time new customer discount

Payment Terms: – \$1995 due by August 7th, 2024 payable to Legends Alive USA and \$2000 due on or before September 12th, 2025 payable to Legends Alive USA

Sound & Lighting: Provided by Purchaser

Accommodations: 6 rooms with double queens in each for Thursday September 11th & Friday September 12th provided by Purchaser

Meals: Purchaser shall provide 1 meal before performance or food vouchers for the band (6) and Legends Alive Staff (6)

Provisions: Legends Alive staff will be on site (6 in addition to the band). Purchaser will need to provide access for set-up & sound checks by Noon prior to the show. Purchaser will provide a well-lit dressing room. Purchaser will provide bottled spring water, coke & Sprite for on stage and in the dressing room for all performer(s).

Purchaser shall also provide: 1 8ft table for merchandise.

Legends Alive will promote your event on all of our social media sites and to our database. (With your approval)

TERMS & CONDITIONS

1) This Booking Confirmation shall remain valid for acceptance for a period of 14 days and must be accepted by The Client in its entirety by returning the contract via US mail, email or acceptance by text 2) Any variation to the Services stated must be agreed in writing b) If additional time is required or requested by the client beyond the agreed upon end time on the Booking confirmation, this time will be considered Overtime and will be prorated in 30 min. In the rare

event that there is a cancellation by the Artist for any reason, excluding Force Majeure, a suitable replacement with another artist of similar skill and genre will be provided for approval. If an alternate artist cannot be provided or is not approved by the Client, deposit will be returned to Client. 2) If the event is to be held outdoors: Client to provide shade and rain structure (pergola or umbrellas are not acceptable) if setting up and performing in direct sunlight Or heaters if the temperature is 60 degrees or below with wind chill If event is outdoors, band and production equipment cannot be rolled over or set directly on the ground/grass, sand, gravel or dirt. Plywood surfaces is an option but must be discussed prior to the event. Artist must be made aware of setup situation prior to the day of the event. If a Stage is provided it must be accessible via a concrete or plywood path. c. Client assumes all weather -related risk and shall fully pay artist (100%) in the event the performance is cancelled due to inclement weather. (Rain or Shine) 3) If the venue provided by The Client is unable to accommodate the Acts(s) and the Act(s) is/are unable to perform for this reason The Client will be liable for cancellation charges as outlined above. 4) The Client shall provide a suitable performance area for the Act(s) and ensure there is an adequate power supply which meets industry standards if electrical equipment is to be used as part of the performance. 8) Where any Act is expected to wear stage clothing The Client must provide adequate dressing room facilities. Public toilets are unacceptable. 5) The Client agrees that if any Act is threatened, abused verbally or physically by anyone present at the performance then the Act will be entitled not to perform, without penalty. All Fees will remain payable by The Client. 6) The Client must hold adequate insurance policies in respect of any Engagement. 7) The Client is responsible for obtaining any work permits or other approvals for the Act(s) prior to the commencement of an Engagement. 8) Any changes to the performance schedule will be subject to these Terms and Conditions. 9) If changes are required to the performance schedule on the day of the event these changes should be discussed with the Supplier where possible, otherwise agreement should be reached between the Client and the Act(s). 10) In the event that any Act is unable to complete a performance due to a delay in the start of the performance schedule, where such delay is no fault of the Act, the Client shall remain liable to pay the full Fee due. 11) Should the Act(s) be required by the Client to extend the length of the performance, a further fee may be charged as agreed between the parties. 12) An Act is not obligated to finish any performance that has started late due to the Clients actions or to extend the length of any performance. 13) In the event that either party hereto is prevented from fulfilling any of its obligations under this Agreement for a reason beyond their control (a "FORCE MAJEURE" ?or "ACT OF GOD"), which could not be foreseen or planned or avoided by due care, including, but not limited to: hurricanes, tornadoes, earthquakes, fires, floods, epidemics, pandemics, strikes, labor disputes, terrorist attacks, riots or any other civil commotion or disruptive event, either party shall not be in breach of this Agreement. If cancellation occurs, Artist agrees to work with Purchaser to select an alternative performance date no greater than 1 year from original performance date and if applicable, Artist agrees to transfer/apply all payments received to the new event date. If new date cannot be agreed upon by both parties, Artist and Purchaser agree that the Artist may retain the deposit received.

This agreement shall be binding and legal by all parties, unless changes are agreed by all parties in writing,

PLEASE SIGN AND RETURN WITH DEPOSIT NO LATER THAN August 3rd, 2024

To Legends Alive USA, C/O N67W23569 Linda Drive, Sussex WI 53089

Holly Johnston
Recreation Director
Franklin Parks & Recreation
Franklin, IN
317-346-1198
hjohnston@Franklin.in.gov

Sue Trojanowski
Sue Trojanowski
Agent/Entertainment Coordinator
Legends Alive USA
414-881-0923
sstroj@aol.com
www.garrywesleyeta.com

LIVE PERFORMANCE AGREEMENT

This Live Performance Agreement ("Agreement") is entered into by and between the City of Franklin, IN by its Parks and Recreation Department ("FPR") and The Soul Juice Band Soul Joos LLC ("Artist") (each a "Party" and collectively, the "Parties").

Event: **Franklin Park and Recreation Summer Concert Series**

Date: **June 7, 2025**

Venue: **City of Franklin Amphitheater**

Services: **1 – 120-minute live music show**

Payment: \$3000 deposit by Jan 1st, 2025
\$5000 payment due before start of show on June 6, 2025

1. **Engagement**. FPR engages the Artist to perform the musical entertainment Services at the Venue on the performance Date at a time to be determined by FPR ("Performance"). Artist shall be at the Venue ready to perform no less than one (1) hour prior to the start of the scheduled Performance. The Artist agrees to provide a high-quality musical Performance.
2. **Rider**. FPR will provide artist access to its current amphitheater facilities to include existing lighting and equipment. FPR will provide sound and lighting tech for show.
3. **Fee**. FPR shall pay Artist the above-noted Payment by check, cash or electronic transfer by the payment schedule listed above.
4. **Press and Promotions**. FPR is hereby granted the right to include Artist's name, likeness, and biographical information in promotional literature and advertisements for the Event, including on websites and social media.
5. **Recording / Photography**. While performing Artist's duties under this Agreement, FPR may use up to 2 minutes of video recording for future promotional considerations. More footage than 2 minutes must be approved by The Soul Juice Band in a written agreement.
6. **Cancellation / Sickness / Accident / Force Majeure**. Any of the following shall be grounds to terminate this Agreement: (i) the Event or Performance is cancelled by FPR (ii) Artist cannot perform due to illness or serious injury; or (iii) if the Performance prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of Artist or FPR (each a "Force Majeure Occurrence"). In the event that this Agreement is terminated pursuant to this paragraph, it is understood and agreed by the Parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived, and any deposit money paid to Artist by FPR shall be refunded.

7. **Rules and Regulations.**

(a) **Regulations.** Artist acknowledges that FPR is producing the Performance pursuant to the terms and restrictions of license agreements, permits, consents and other approvals issued by the Johnson county authorities and other government entities. Artist agrees to comply with all regulations, prohibitions and other provisions as may be mandated by such entities.

(b) **Rules.** Artist hereby acknowledges and agrees as follows:

- i. **Dress and Behavior:** The Performance is open to the public and is presented in a family environment. Artist agrees to use language appropriate to such an environment. Artist further agrees not to wear clothing or display any signage containing images or language that could be considered offensive to such an environment.
- ii. **Sound and Lighting Levels:** Artist shall comply with all applicable sound and lighting level ordinances as determined by FPR.
- iii. **Pyrotechnics:** Artist shall not be permitted to have or use any type of electronic or pyrotechnic display or in any way create a hazardous condition.

(c) **Compliance with Laws.** Artist agrees to comply with all existing federal, state, and local laws and ordinances applicable to Artist's Performance and to ensure like compliance by all persons and entities under the management and/or control of Artist.

8. **Indemnification / Hold Harmless.** Artist agrees to indemnify, defend, save, and hold harmless FPR and its employees, elected officials, officers, directors, and agents from and against all claims, liabilities, causes of action, damages, judgments, attorneys' fees, court costs, and expenses which arise out of or are related to: (i) the negligent, grossly negligent, or intentional act or omission of Artist;

9. **Miscellaneous.**

(a) **Further Acts.** Artist agrees that, from time to time, upon the request of FPR, Artist shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

(b) **Entire Agreement.** This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, negotiations, or agreements, written or oral, express or implied. The Recitals are incorporated by reference into this Agreement. This Agreement may not be amended except in writing signed by all parties. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

- (c) Governing Law / Exclusive Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. The Parties agree that this Agreement is executed and delivered in Indiana. In the event any legal action becomes necessary to interpret or enforce the terms of this Agreement, the parties agree that such action will be brought in a court of appropriate jurisdiction in Johnson County, Indiana. The Parties consent to the sole and exclusive jurisdiction of the courts located in Johnson County, Indiana, including for acts occurring outside of the United States.
- (d) Relationship of Parties. The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither Party will have the power to bind the other Party or to incur any obligations on its behalf, without the other party's prior written consent.
- (e) Legal Advice. Artist represents and warrants that Artist has read this Agreement and Artist understands that this is an important legal document. Artist hereby represents and warrants that Artist has been advised of Artist's right to seek independent legal counsel in connection with the negotiation and execution of this agreement and that Artist has either retained and has been represented by such legal counsel or has knowingly and voluntarily waived Artist's right to such legal counsel.
- (f) Counterparts / Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which may be deemed an original, and all of which together will constitute one instrument. All facsimile, PDF, and electronic signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below ("Effective Date").

ARTIST:

By: _____

DAVE TATLOCK - MANAGER

[print name and title]

Date: _____

9-20-21

Franklin Parks and Recreation

By: _____

[print name and title]

Date: _____