

ENGAGEMENT AGREEMENT

This Engagement Agreement (hereinafter "Agreement") is made on this ____ July 10 ____, 2023 __ between " "(hereinafter "Organizer") **Marquette DDA** and (hereinafter The STAGE- **Great Lakes Radio, Inc.** GLR- with 41 West, a pa system with engineer, collectively "Parties") all for the **BlueBerry Festival** July 28, 2023 (specified "Event").



It is mutually agreed between the Parties as follows:

- 1. Name and Place of Event: Blueberry Fest 2023
- 2. Name of Band/Services: 41 West, the STAGE trailer, PA system for the day
- 3. Date of Performance: Blueberry Festival is set for Friday, July 28, 2023, from 10 a.m. to 7 p.m. in Downtown Marquette.
- 4. Performance Duration: 5:00 – 6:30 p.m.
- 5. Time of Arrival: Friday, July 28, 7:00 a.m.
- 6. Price Agreed Upon: \$ 3,200 in advance (cash or call in credit card)
\$950 Stage \$650 All Day PA and sound engineer 1,600 41 West Band

7. The following will provide drums-sound-stage: Great Lakes Radio, Inc./Luke & Todd Noordyk

8. PAYMENT. The Organizer will make payment in the full amount at the completion of your performance. You shall perform to the best of your abilities and to the Organizer's satisfaction.

9. BREAKS. Your choice

10. CANCELLATION. Cancellations more than 14 days prior to the date of the Event may be made by either party without penalty. If you cancel within 14 days of the Event, you shall forfeit your performance fees as well as be liable for any reasonable incidental damages your cancellation may have caused. Your incidental damages may include but is not limited to the costs associated with finding a new performer, the costs of the Event setup (e.g. tent setup and catering) if the whole Event is canceled due to you canceling.

If the Organizer cancels within 14 days of the Event, the Organizer shall pay you half (50 percent) of the agreed upon price under Paragraph 6 of this Agreement.

11. FORCE MAJEURE. Either party may cancel within 14 days of the performance and not be subject to the penalty of Paragraph 10 if the cancellation is the result of an unforeseen event that would make

the completion of either the Event or your performance impossible or commercially impracticable. "Unforeseen events" includes but is not limited to severe sickness that renders you unable to perform, any act or regulation of any public authority or bureau that renders the Event infeasible, civil tumult, strike, epidemic, Acts of God, war conditions, or other emergencies or any other similar or dissimilar causes beyond the control of either Party, or if there are limiting Covid restrictions.

12. INDEPENDENT CONTRACTOR. You acknowledge and understand that your relationship with the Organizer under this agreement is that of an independent contractor. This Agreement does not create an employment relationship, joint venture, partnership, or agency. You are responsible for paying all taxes owed for income you receive from this Agreement.

13. INSURANCE. You will also be responsible for maintaining appropriate insurance, as you will not be covered by the Organizer's general liability, health, worker's compensation, or any other insurance policy.

14. RIGHT TO LIKENESS. If you request in writing, the Organizer shall not broadcast, photograph, record, or otherwise reproduce your performance or any rehearsal. If you request in writing, the Organizer will notify the audience that recording and/or photographing the performance is not permitted. However, the Organizer shall NOT be responsible to prevent third parties, including Organizer's staff, from recording and/or photographing the performance.

15. INTELLECTUAL PROPERTY. You warrant that your performance under this Agreement will not infringe upon the intellectual property rights of any third party.

16. COMPLIANCE. You agree to obtain all applicable licenses and pay any royalties associated with your performance, and to comply with all applicable federal, state, and local laws or ordinances.

17. INDEMNITY. You hereby release, and agree to indemnify and hold harmless the Organizer, its trustees, officers, agents, employees, and all others acting on the Organizer's behalf, from any and all responsibility or liability injuries or damages resulting from, or in any way arising out of or connected with, your performance, unless said persons are grossly negligent.

18. GOVERNING LAW. The laws of the state of Michigan shall govern this Agreement, without reference to conflict of law provisions. The proper venue for any claims or causes of action that arise from this Agreement shall be in the Circuit Court of Marquette County if the dispute cannot be resolved informally.

19. ASSIGNMENT/TRANSFER. This Agreement cannot be assigned or transferred without the written consent of the Organizer. Any attempted assignment or delegation without such consent shall be VOID.

20. WAIVER. A failure or delay in enforcing an obligation, or exercising a right or remedy, does not amount to a waiver of the Organizer's right to later enforce that obligation, right, or remedy against you. A waiver of a particular obligation in one circumstance will not prevent the Organizer from subsequently requiring you to comply with all other provisions of this Agreement.

21. SEVERABILITY. If any provision of this contract is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of this

agreement, such provision is fully severable, and will not affect the validity of any other provision of this agreement.

22. HEADINGS. Headings used herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

23. Signatory Authority. All signatories to this Agreement hereby certify that they are authorized to legally bind their respective entities through the signing of this Agreement.

24. MERGER. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter, and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment to the terms of this Agreement must be in a writing signed by both Parties.

25. THEFT-DAMAGE. Theft or Burglary. Parties expressly acknowledges that whether or not Organizer, from time to time, elects to provide security services, Organizer has not, nor will Organizer be deemed to have, warranted the efficiency of any security personnel, service, procedures or equipment and Organizer is not liable in any manner for the failure of any of the foregoing to prevent or control or apprehend anyone suspected of theft, personal injury, property damage or any criminal conduct in, on or around the Building. Parties agrees that Organizer is not liable to Parties for losses to Parties' property or personal injury caused by criminal acts or entry by unauthorized persons into the Leased Premises. Parties is responsible for the cost of repairs of damage and restoration of the Leased Premises following any such act or replacement/repair of any item stolen or broken at Organizers choice.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

The PARTIES

Please email to GLR, Great Lakes Radio, Inc. todd@toddnorrdyk.com cell 906-361-3325

THE ORGANIZER

Marquette DDA, Mike, mike@downtownmarquette.org office 906-228-9475

Michael Bradford
Organizer Name

Great Lakes Radio, Inc. Todd Noordyk
Name of Performer/Band

Michael Bradford

Todd Stuart Noordyk

Organizer Signature

Signature of Agent for GLR/Performers/Band/Eng.

Business Outreach and Promotions Director

P.O. Box 726

Title

Address

7/10/2023

Marquette, MI 49855

Date

City, State, Zip

(224) 535-1139

6-8-2023

cell

Date

mike@downtownmarquette.org

todd@toddnorrdyk.com

email

Email