

Green River CCR

Paul Ferretti • 20126 54th pl • Pembroke Pines FL. 33332

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*****Client Copy*****

Contract Agreement

*****Office Copy*****

This agreement is for personal services of Green River Band, and 2 additional personnel (as described in "Special Provisions") for the engagement described below made this day of Feb, 28th, 2020, between the undersigned Purchaser of entertainment and Green River.

1. Place of engagement (venue) Villaggio
2. Address of engagement 6935 Via Bernardi
3. City Lake worth State: FL Zip Code: 33467
4. Date(s) of engagement(s) January 30th 2021 Start Time 7:35 Finish Time 9:20pm

Total performance fee agreed upon by Green River is \$ 2,250.00 All check payments should be made payable to Paul Ferretti.
A non-refundable reservation fee of \$ 500.00, payable to Paul Ferretti is required to secure Green River for the engagement.
This amount shall be subtracted from the performance fee. The remaining balance of the performance fee must be paid on the date of the engagement or before.

1. The Purchaser shall at all times have complete control, direction and supervision of the performance of services at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services. A written event planner or music changes must be received by Green River at least two weeks prior to the date of the engagement for it to be included in the programming guidelines.
2. This agreement of the Green River to perform shall be excused by detention of the performers by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond the control of the Green River. If such circumstances arise, all reasonable efforts will be made by Green River to find a replacement Performer at the agreed upon fees. Should Green River be unable to procure a replacement, **Purchaser shall receive a full refund.** Purchaser agrees that in all circumstances, Green River liability shall be exclusively limited to an amount equal to the performance fee and that Green River shall not be liable for indirect or consequential damages arising from any breach of contract.
3. In the event of non-payment, Green River retains the right to attempt collection through the Broward County courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Green River. Purchaser shall be charged \$30 for each bounced check in addition to a \$10 service charge for each collection notice.

The amount agreed upon and shown above applies to the performance times set forth in line 4 of this agreement. Performance time added after this agreement has been signed will be provided at the rate of \$ 150 per hour. Overtime is billed in hour increments. There is a 10-minute grace period before overtime is incurred for any hour period. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated. This agreement guarantees that the Green River will be ready to perform at the start time of the engagement. No guarantee is made as to the Green River time of arrival; however, Green River requests that the road crew be permitted 120 minutes before the engagement and 120 minutes after the engagement for setup and takedown. Green River also requests ramp or elevator access between parking/service entrance and setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs to reach the setup area, additional labor will be charged at the rate of \$ 100. If Purchaser or venue requires Green River to complete setup before the start time indicated above in line 4 of this agreement, or to postpone takedown after the end time indicated above in line 4 of this agreement, the additional time will be charged at the rate of \$ 100 per half-hour.

5. In the event of circumstances deemed by the Green River to present a threat or implied threat of injury or harm to the performers or any equipment at the location, the Green River reserve the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 30 minutes), the Green River shall resume performance in accordance with the original terms of this agreement shall be responsible for payment in full, regardless of whether the situation is resolved or whether the Green River resume performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, the Green River reserves the right to **deny any guest access to the stage area, sound system or equipment.**
6. This agreement cannot be canceled except by mutual written consent of both the Purchaser and Green River. If agreement cancellation is initiated by Purchaser up to two weeks prior to the scheduled event in writing and agreed to by Green River in writing, Purchaser will be required to pay only 25% of the total fee agreed upon. Otherwise Purchaser shall be obligated to make full payment of the total fee agreed upon. In-case of date cancelation by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition agreed upon, reservation deposit may be used for a mutually-agreed upon date in the 2020 through 2022 seasons.
7. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.
8. This agreement is not binding until received and signed by Green River. Any changes must be written and signed by both the Purchaser and Green River. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.
9. Green River may elect not to exercise their rights as specified in this agreement, by doing so, Green River does not waive their right to exercise those options at a future date. Purchaser may not transfer this contract to another party without the prior written consent of Green River.
10. **Special Provisions:** PA to be supplied by Green River., **Band will play as needed for client taking normal breaks (If needed) with Music in Background, Water for band members at event.** Bands consist of 4 entertainers and 2 crew members.

Ron Sterling
Signature

Paul Ferretti

Green River

Name

Address

City

State

Zip

Home Phone

Work Phone

Ron Sterling, NESW

7501 Hawks Landing Dr.

West Palm Beach

412-473-6123

FL 33412