

PERFORMER CONTRACT

THIS CONTRACT is for the personal services of musicians on the engagement described below, made this 23rd day of July, 2014 between the undersigned Purchaser of Music (herein called "Purchaser") and musicians (therein called the "Band"). The musicians are engaged severally on the terms and conditions on the face hereof. The leader represents that the musicians ready designated have agreed to be bound by said terms and conditions. The musicians severally agree to render services under the undersigned leader.

1. Name of Engagement: "Saratoga Springs Summer Concert Series"

Name of Group: Jocamo **Band Leader/Event Contact:** Matt Hatfield
Location of engagement: Congress Park War Memorial & walkway

2. Date of engagement: August 19, 2014 **Starting and finishing times:** 7:00 – 8:30 PM
Event is weather permitting; NO RAINDATE.

3. Set up/Load In/Sound Check time: 6:00 PM
Band will provide all production and lighting.

4. TOTAL WAGE AGREED UPON: Eight Hundred Dollars (\$800.00) Pursuant to City Charter and Warrant procedures, check for full wage will be mailed after next Council meeting following date of services rendered, as long as proper paperwork has been filed with the City of Saratoga Springs.

5. Purchaser will make payments as follows: Check **Make Payable to:** Matthew Hatfield

6. Band shall be responsible for its own personal property. City does not have the capacity to watch musical instruments. Band members have total care, custody and control of instruments in their possession in the performance of this contractual agreement.

7. Agreement of the Band to perform is subject to proven detention by sickness, strikes, adverse weather conditions, acts of God, or any other legitimate condition beyond its control for which the Band will not be held responsible for any loss incurred by Purchaser as a result thereof. In the event a performance does not occur on the date of the agreement in question, no monies shall be paid to the Band.

8. No performance by the Band pursuant to the contract shall be recorded, reproduced or transmitted from the place of performance without written agreement from the Band.

9. Purchaser warrants that he or she is of legal age and has the right to enter into this contract.

10. Cancellation due to inclement weather will be determined by the Purchaser by 5:00 PM on the date of the performance.

11. Band shall provide the services and perform the work described herein as an Independent Contractor and not as an employee of the City. Band shall secure no rights as an employee under this agreement. Band shall provide a NYS Workers Compensation Approved Waiver.

12. Purchaser will provide extensive promotion of event. Please submit media kit with this agreement.

Purchaser's Name: Saratoga Springs Heritage Area Visitor Center

Signature of Purchaser: _____ **Date:** _____
(Mayor)

Street Address: 297 Broadway **City:** Saratoga Springs **State:** NY **Zip:** 12866

Phone/Fax: 518-587-3241 / 518-580-0980 – fax **Cell:** 518-683-0865 (Johnnie Roberts)

Leader's Name: Matt Hatfield

Signature of Leader: _____ **Date:** 7/30/14

Street Address: 153 Hop City Road **City:** Ballston Spa **State:** NY **Zip:** 12020

Phone: 518-_____ **Cell:** 518-

BMA 3830300 368 3749