



**Utah Live Bands, LLC**

Phone: (800) 447-2576

3397 N 560 W

Lehi, UT 84043

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**ENTERTAINMENT PERFORMANCE AGREEMENT**

This ENTERTAINMENT PERFORMANCE AGREEMENT (“Agreement”), is made this 8th day of August, 2020, by and between Utah Live Bands, hereinafter referred to as “Act”, and Weber County hereinafter referred to as “Client”.

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which hereby acknowledged, the Buyer (Client) hereby engages Act to provide a Performance upon the following terms:

1. Act agrees to provide entertainment (“Performance”) for the following event:

EVENT Weber County Fair EVENT DATE: Aug. 8th 2020 PERFORMANCE GROUP Drive Country Band

EVENT LOCATION Weber County Fairgrounds (1000 N 1200 W Ogden)

PERFORMANCE GROUP TO BE FINISHED SET UP AND SOUND CHECKED BY a couple hours prior

TIMELINE OF PERFORMANCE 8:00 - opening set (45 minutes)

OTHER INSTRUCTIONS \_\_\_\_\_

ESTIMATED BREAK SCHEDULE N/A.

2. This Performance Group will perform appropriate repertoire to be determined by Act unless Client makes a specific request for other pieces to be performed. The Client must make the request for specific music at least thirty (30) days before the Event date. If the request(s) is not in the performance groups repertoire, additional charges may apply. The request must be approved by ACT.

3. Client warrants and represents that it has obtained all approvals, permits, licenses and /or variances necessary for the Performance, if any are required.

4. Client agrees to pay according to the following terms:

PERFORMANCE FEE \$4000.00 NON REFUNDABLE RETAINER \$2000.00

A non-refundable retainer (down payment) of 50% is due immediately upon signing this agreement. Payment terms are 100% of the balance due two weeks prior to the performance.

Down payment check will be made out to "Utah Live Bands" and sent to:

Utah Live Bands  
3397 N 560 W  
Lehi, Ut 84043

5. Band Requirements: In addition to the performance fee, the following items shall be the responsibility of the Client:

sound and production for the performance, green room or enclosed space where the performance group can store cases and be in during breaks, bottles of water for the band

The following items shall be the responsibility of ACT all backline equipment needed

6. Client shall not have any claim for damages regarding performances or services by Act if said performances or services are prevented, delayed or rendered impossible or infeasible due to circumstances beyond the control of Act such as –but not limited to – emergencies, Acts of God, etc.

7. If performance is outside, a roof or canopy must be provided that is large enough to cover the performance/stage area, as well as any sound equipment. (This is for sun/inclement weather protection.)

8. Client agrees to give Act a minimum of (30) days notice prior to the Event date should they decide to cancel the performance. Deposit is non-refundable if Client cancels. If client cancels after signing the agreement but before paying the deposit, the deposit is still due. If Client cancels within 30 days of the event, the full amount is due.

9. This agreement shall be governed in Utah. In the event of a dispute, the prevailing party shall be awarded attorney costs.

10. Act agrees to indemnify and hold the Client and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the Act in its provision of services pursuant to the terms of this Agreement.

I have read and agree to all terms as written in this Agreement.

Date: \_\_\_\_\_ Date: 7/28/2020 \_\_\_\_\_

CLIENT SIG: \_\_\_\_\_ ACT SIG:  \_\_\_\_\_

Name: \_\_\_\_\_ Utah Live Bands, LLC

Address: \_\_\_\_\_ 3397 N 560 W

\_\_\_\_\_ Lehi, Utah 84043

Phone: \_\_\_\_\_ (800) 447-2576

Email: \_\_\_\_\_ Email: steve@utahlivebands.com