

# DIGGING RECORDS

14107 S. Parker Road - Homer Glen, IL 60491

(708) 301-0936

diggingrecords@comcast.net

## MUSICAL SERVICES CONTRACT

This contract is between the undersigned purchaser, for the personal services of a musical group, represented by the undersigned contractor on the terms and conditions specified below and as further specified on the reverse side if any.

Name of musical group: THE NEVERLY BROTHERS
Place of engagement: Memorial Park
Address: 208 W. Union Street
City, State, Zip: Wheaton, IL 60187

Type of engagement: Wheaton Park District July Concert Series
Day(s), Date(s): Monday - July 14 <sup>th</sup> , 2014
Hours of service: 6:30pm - 8:30pm (two sets with one 15 minute wardrobe break) Purchaser may change hours of service up to 30 minutes earlier or later. Length of performance will be 2 hours or less.
Wages agreed upon: \$1000.00 [discounted price] - \$500.00 advanced deposit and \$500.00 payable in cash or check (terms & amount) immediately upon completion of performance). Purchaser to provide the following items: Stage, dressing room area & 1-case bottled water for all band members & one band staff member. Band to provide PA & stage lights. Make checks payable to DIGGING RECORDS, INC.
Advance deposit to be paid: \$500.00 mailed to contractor by 4/18/14. All advanced deposits nonrefundable.


**CONTRACTOR RETAINS RIGHT TO VOID CONTRACT IF NOT SIGNED AND THEREBY ACCEPTED BY PURCHASER ON OR BEFORE: MARCH 27<sup>TH</sup>, 2014**

The undersigned "Purchaser" hereby retains the services of the undersigned "Contractor" to provide the personal services of musical group The Neverly Brothers upon the terms and conditions set forth above. The Neverly Brothers are a DBA entity of Digging Records, Inc. Digging Records, Inc. retains the right to replace individual musicians at its discretion at any time prior to or subsequent to the signing of this agreement.

### PURCHASER

Date accepted:
Name: Mike Binard - Executive Director Wheaton Park District
Address: 855 W. Prairie Avenue
City, State, Zip: Wheaton, IL 60187
Telephone: (630)510-5051 Sherry Krajelis office (630)665-4710 Wheaton Park District office
email: skrajelis@wheatonparks.org
Signature:  3/12/14

### CONTRACTOR

Date accepted: March 6 <sup>th</sup> , 2014
Name: Kevin Giragosian - band manager President - Digging Records, Inc.
Address: 14107 S. Parker Road
City, State, Zip: Homer Glen, IL 60491
Telephone #: (708)301-0936
e.mail: diggingrecords@comcast.net
Signature: 

The signature on this agreement creates a legally binding contract between Digging Records and the purchaser. For purposes of this agreement, a photocopy, facsimile, electronic or other copy shall have the same effect for all purposes as an ink-signed original. **Cancellation:** Contract may be cancelled by contractor verbally or in writing up to Forty-five days prior to date of performance. All deposit monies will be returned to purchaser upon such cancellation. If purchaser prevents musical group from performing, cancels performance, does not fulfill obligations in contract and/or attached rider if any, or if performance is prevented by any other reason out of contractor's or musical group's control, including inclement weather, purchaser agrees to immediately remit full amount of contract to contractor - as well as to indemnify contractor for any and all losses, claims, and expenses, including but not limited to attorney's fees and court costs, that contractor incurs as a result of a breach of this agreement by purchaser. **Indemnification & Hold Harmless:** Purchaser hereby agrees to indemnify, save and hold harmless contractor, its officers, agents and employees, from any and all losses, liability, damages (including but not limited to property damages and tort claims), and expenses (including but not limited to attorney's fees) purchaser may incur arising out of contractor's presence or participation in event. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to its conflict of laws rules, and any and all disputes shall be settled in a court of competent jurisdiction located in the county of Will, in the state of Illinois. **Entire Agreement:** This agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. **Severability:** If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.