

SERVICE AGREEMENT FOR LIVE PERFORMING ARTIST

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,

by and between **Samuel Davis** (hereinafter referred to as "Contractor") a performing artist, and the CITY OF POWDER SPRINGS, GEORGIA, a municipal corporation, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, Contractor is willing to provide certain live artist performance services to the City in consideration for payment for the same.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. Contractor's obligations. Contractor shall provide to the City all labor and materials for a live performance of **DJ, MC, and Band Booking Services** for the July 4<sup>th</sup> Celebration lasting approximately **6 hours** at TOWNE SQUARE in downtown Powder Springs, Georgia starting at approximately **4 pm** (time) on **July 4, 2016** (date). Contractor shall comply with any and all applicable laws and ordinances, including the local noise ordinance. Contractor's shall refrain from lewdness, profanity, and public intoxication during the performance.

In case of inclement weather, the parties shall cooperate to reschedule. If the parties cannot agree to an alternate time or date for delayed performance, the city retains the right to cancel the Agreement. This performance agreement cannot be assigned or transferred without the prior written consent of the non-assigning party. The validity, construction and effect of this contract shall be governed by the laws of the State of Georgia. Should any section, phrase, clause, sentence, or paragraph of the Performance Agreement be held invalid or unconstitutional, it shall in no way affect the remaining provisions, which remain in full force and effect. This Performance Agreement embodies and constitutes the entire understanding between the parties with respect to the Performance, and all prior of contemporaneous agreements, understandings, representations, and statements (oral or written).

II. City's obligations. Electrical power and a stage area for the performance shall be provided by the City. The City shall pay to the Contractor the sum of **\$2600** for all labor, materials and costs, no later than 30 days after completion of the performance. If the performance is begun, but cancelled before completion due to inclement weather or other factors beyond the control of the Contractor, the City shall pay the Contractor the full sum.

The foregoing Agreement is read, approved, and executed the day, month and year first written above.

Contractor FOR THE CITY OF POWDER SPRINGS:

Contractor for hire:

\_\_\_\_\_  
Albert Thurman, Mayor

\_\_\_\_\_  
Signature

attest:

\_\_\_\_\_  
Kelly Axt, City Clerk

\_\_\_\_\_  
Print Name