



P.O. BOX 40968
AUSTIN, TX 78704
www.ninemilerecords.com

THIS CONTRACT for the use of musicians on the engagement described below is made this January 13, 2017
(Date)

Name of Artist (PERFORMER): **Ben Ballinger**
Number of Musicians: **5**

Name and address of Place of Engagement: **The Texan 125 N. Prairieville Athens, TX, 75751**

1. Date(s) of Engagement: **April 1, 2017**

2. Type of Engagement:

4. Starting Time & Duration of Engagement:

5. Compensation Agreed Upon: **\$1000**

6. Ticketing:

7. Purchaser will make payment as follows: **\$500 Despoit due by March 1, 2017; Remainder to be paid to artist in cash or check upon completion of performance.**

Make Check Payable to **Ben Ballinger**

NOTE: Any below or attached riders are herein made a part of this contract:

MERCHANDISE: **Artist sells**
 Non-recorded 100% to Artist
 Recorded 100% to Artist

HOSPITALITY:
TECH:

OTHER:

DEPOSIT INSTRUCTIONS: Make check payable to: **NMRT LLC 210 Peach St. Buda, TX 78610**

Deposit Received by _____ N/A _____ Date: _____

In Witness Whereof, the parties hereto set their names and seals on the day and year first above written

City of Athens (PURCHASER)

NMRT LLC (COMPANY)

Print Purchasers full, correct name

Print Name of Signatory Agent or Agency

X _____

X _____

Shane Rendon
City of Athens

Tim Regan
NMRT LLC

Additional Terms & Conditions

1. PURCHASER agrees to provide at its sole cost and expense all that is necessary for the proper presentation and execution of the performance(s) set forth in this performance contract, including, but not limited to:
 - a. the agreed upon venue in good order, clean and well lighted, with all necessary licenses & permits as required by local, state and/or federal laws;
 - b. a sound system in perfect working order, with all necessary equipment for agreed upon performance;
 - c. all personnel necessary, including sound engineer(s), lighting tech(s) and venue staff for proper production as agreed upon in this contract.
2. PURCHASER does not have the right to broadcast, photograph, or otherwise record or reproduce the performance(s) and will prevent and prohibit these actions by any party unless a previous agreement has been made with the Artist in writing.
3. In the event that payment to COMPANY and ARTIST will be based in whole or in part on the receipts of the Performance(s), PURCHASER will provide a detailed account of each performance with a detailed statement of tickets sold, gross receipts, and amount due artist.
4. ARTIST and ARTIST representatives shall have the right to sell goods (compact discs, vinyl records, dvds, apparel and novelty items) on the premises of the place of performance. The commission on these goods will be set at an agreed upon rate prior to performance. PURCHASER agrees to provide a clean, well-lit, safe, and highly visible area suitable for merchandise sales not immediately adjacent to the stage. If these conditions are not met, the commission will not apply.
5. PURCHASER agrees that ARTIST and COMPANY may cancel performance(s) hereunder, in COMPANY'S sole discretion, by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date(s). In such event, COMPANY will return any amounts previously paid by PURCHASER pursuant to this Agreement, and shall have no further obligations.
6. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or the financial credit of PURCHASER has changed, been misrepresented or been impaired, COMPANY may cancel the Agreement without payment or penalty of any sort. In the event that PURCHASER fails or refuses to fully perform any of its obligations hereunder:
 - a. COMPANY, in its sole discretion, may immediately terminate this agreement;
 - b. COMPANY will have the right to retain any amounts therefore paid by PURCHASER;
 - c. COMPANY will be entitled to assert all claims and exercise all rights and remedies available by law.
7. In the event of an alleged breach of this Agreement by COMPANY or ARTIST, PURCHASER agrees that the maximum damages PURCHASER may seek to recover will be limited to necessary expenses directly incurred by PURCHASER relating to Performance(s), less any amounts PURCHASER is able to recover. COMPANY and ARTIST shall not be liable for any alleged lost profits or similar charge.
8. FORCE MAJEURE: A "Force Majeure" is defined as one or more of the following causes which renders Performance(s) impossible, impractical or unsafe: death, illness of, or injury to ARTIST or a member of ARTIST's immediate family, any of ARTIST's musicians, or any of ARTIST's key personnel; theft, loss, or destruction of instruments or equipment owned or leased by ARTIST; acts of terrorism; riots or other civil disorder in, or around area of Performance(s); any act, order, rule, or regulation of any court barring or inhibiting Performance; failure of technical facilities; act of God not within ARTIST's reasonable control, such as weather or natural disaster.
 - a. If a Force Majeure Event occurs, the parties respective obligations hereunder will be excused fully, without any additional obligation.



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9. INDEMNIFICATION: PURCHASER shall indemnify, protect, and hold COMPANY, ARTIST, and any performers and/or personnel associated with ARTIST such as managers, attorneys, and agents harmless from any claim arising out of, or in connection with the Performance.

Additional Terms & Conditions (continued)

10. A representative of the PURCHASER capable of making decisions pertaining to this engagement must be present at the place of performance from the time of the ARTIST's load-in through the time of their departure.

AGREED & ACCEPTED
PURCHASER:

AGREED & ACCEPTED
COMPANY:

X _____

Shane Rendon
City of Athens

X _____

Tim Regan
NMRT LLC