

Operator Initial: _____

Band Initial: ML

BAND PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of **February 7th, 2024** between Highland Arts and Athletics, represented by **Susan Berry** (the "Operator") and River Driver (the "Band") for the hiring of Band as independent contractors to perform a musical performance (the "Show") for Operator at or near Various locations in Lone Star Celtic Festival (the "Venue") on April 20 - 21st, 2024.

It is agreed as follows:

1. Place, date, and time of Show: The parties agree that the time and place of Show will be located at the Myers Park in McKinney, Texas on April 20th and 21st, 2024

2. Description of Show: Show will be a musical performance with musical content at Band's discretion. Show will comprise of two (2) sets per day at 60 minutes in length. Schedule TBD.

3. Payment: Compensation for the Show will be **\$1500 (US)**, payable in cash or check on the day of the event. No payment is due at the execution of this contract.

4. Cancellation by Venue:

- If cancellation occurs before February 28th, 2024, no portion of compensation received by the Band will be returned to the purchaser and no further compensation can be sought by the Band.

5. Force Majeure: In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, no further portion of Fee is due, deposit is non-refundable and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show. In such a case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. Band Guest Tickets: Band members and crew will receive entrance to the grounds free of charge, and Band will receive 4 complimentary weekend passes to the venue.

7. Food and Drink: Operator will supply food, meal tickets, or cash at the rate of \$10 per meal, per member. Bottles of water will be provided before, during, and after the band performance.

8. Parking: Operator will secure sufficient parking for Band's truck and trailer within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

9. Sound Systems: Venue will provide adequate and appropriate electricity to power a sound system and stage lighting. Sound system check will be performed prior to the venue being open to the public. If the band will be providing a sound system then that must be discussed prior to the execution of the contract and will be contracted separately.

10. Security, Health, and Safety: Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims. Operator will provide adequate lighting for the band and audience before, during, and after the show. Operator will provide any music licensing and permits for the show to happen safely and legally.

11. Indemnification: Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

12. Arbitration settles disputes: All claims or disputes by either party from or under this Agreement will be submitted to arbitration using a mutually agreed-upon third-party arbitration service. If no agreement is possible, the case will proceed to a legal court under applicable Texas law.


13. Severability: If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force. Agreement will be interpreted according to the laws of Texas.

15. Riders: Venue will provide:

- A location adjacent to the stage for the band to set up and sell merchandise.
 - Band keeps 100% of money generated from sale of band merchandise

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: Michael Logan



Operator's representative printed name and signature

Date Signed: 2/7/24



Date Signed

BLAGGARDS PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of Saturday, February 10, 2024 between HIGHLAND ARTS & ATHLETICS, INC. (the "Operator") and Blaggards (the "Band") for the hiring of Band as independent contractors to perform LONE STAR CELTIC FESTIVAL AND HIGHLAND GAMES (the "Show") for Operator at (the "Venue") MYERS PARK, 7117 COUNTY ROAD 166, MCKINNEY, TEXAS.

It is agreed as follows:

1. Place, date, and time of Show. The parties agree that the time and place of Show will be at the Venue, on SATURDAY, APRIL 20 and SUNDAY, APRIL 21, 2024.

2. Description of Show. Show will be a musical performance with musical content decided by Band.

3. Promotional Materials and Language. The Operator shall promote the show using only approved promotional photos provided by the Band.

3-A. No "The". The Band's name ["Blaggards"] shall not be preceded by the definite article "the" under any circumstances.

4. Payment. Compensation for the Show will be \$2000.00 dollars, payable by Check or Cash.

5. Hotel Rooms. 3 non-smoking hotel rooms, with 2 double beds in each room, will be booked for the band for the night of Saturday, April 20.

6. Band Guest Tickets. Operator will make available to Band 10 complimentary tickets to Show for Band to use at Band's sole discretion.

7. Food and Drink. Operator will provide Band with 6 meals or cash buyout (at \$15/person) per day, and 12 bottles of water per show.

8. Parking. Operator will secure sufficient parking for Band's large cargo van within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 2 hours after the show.

9. Sound Systems Check. A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Operator.

10. Security, Health, and Safety. Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for

Venue sufficient to cover foreseeable claims.

11. Indemnification. Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

12. Arbitration settles disputes. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of TEXAS or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

13. Severability. If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.


14. Interpretation. Agreement will be interpreted according to the laws of TEXAS.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: _____

Band's Representative typed name and title: Patrick Devlin, Manager

Band's typed name: Blaggards

Operator's Representative Signature:  _____

Operator's Representative typed name and title: Susan Berry, Executive Director

Plunk Murray Performance Contract

This contract (the "Agreement") is made on this day of January 26, 2024 between Michael Logan, representing The Lone Star Celtic Festival and Highland Games (the "Purchaser") and Nathan Morefield, representing Plunk Murray (the "Band") for the hiring of Band as independent contractors to perform at (the "Event") for Purchaser.

Venue

Purchaser will secure location (the "Venue") for the Event. The Venue will be: a tented stage, located at 7117 Co Rd 166, McKinney, TX 75071. Purchaser will secure all necessary permitting, venue required insurance, access and permissions to the Venue on behalf of Band.

Date and Time of Event

The date of the Event shall be, April 20th and 21st, 2024.

Musical sets shall be performed between the hours of 10am and 6pm at times agreed upon at least 30 days prior to the Event, by both Purchaser and Band.

Description of Performance (the "Service")

Musical Content will consist of:

4 sets of live music performance, each approx 60 minutes in length.

2 sets shall be performed on April 20th, 2024 and 2 sets to be performed on April 21st, 2024.

Payment

Compensation for the Event will be 1700 dollars (US), payable by check or cash.

The full amount of compensation is due immediately prior to the event, but may be made earlier, payable by check or cash. Checks will be made payable to Nathan Morefield.

Overtime

No overtime is offered as part of this agreement.

Audio Equipment/Sound System, Staging & Lighting

The Purchaser shall secure all necessary sound reinforcement equipment (PA, microphones, mic stands, etc.), for Band to perform the Service.

The Purchase shall secure all necessary back line equipment (5-piece drum kit and bass amp), for Band to perform the Service.

Purchaser shall secure and provide necessary power for Band to perform service.

Purchaser shall secure an appropriate stage, sufficient in size for the band and band's equipment. If applicable, stage shall be of stable and safe design.

Event guests shall not be permitted access to any of band equipment without expressed consent from the Band.

Photography

Photography of Band WILL BE allowed under this agreement.

Band Initials MM

Purchaser Initials SM

Audio and Video Recording

Recording or transmitting of the Band WILL BE allowed under this Agreement. Further, Band releases all rights to recordings made during Event, provided content is credited to Plunk Murray.

Per Diem, Meals & Beverages

No per diem is offered as part of this agreement. Purchaser shall provide band with 5 meals on each day of Event, and 10 beverages to include beer and/or wine on each day of Event. Vendor accepted vouchers will be accepted for said meals and beverages.

Air Travel, Arranged Ground Transportation & Mileage

No air travel, arranged ground transportation or mileage reimbursement is offered as part of this agreement.

Lodging

No lodging is offered as part of this agreement.

Key Personnel

The band will consist of 5 musicians to include:

Johnny Zercher - Vocals, mandolin, Irish banjo
Nate Morefield - Vocals, accordion, mandolin, Irish banjo, whistle
Aaron Jones - Bass Guitar
Bruce Johnson - Vocals, acoustic guitar
Erin Bliss - Drums, percussion

The band reserves the right to use substitute musicians of equal performance caliber as needed.

Parking and Vehicle Access

Purchaser will secure sufficient parking for Band's 4 vehicles within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the Event and lasting until 1 hour after the end of the Event. If additional transportation requirements exist from parking location to performance location, Purchaser will make all necessary arrangements for said transpiration.

Weather Related Delays & Cancellations

In the event of severe weather, extreme temperatures or other weather related circumstances that would inhibit Band's ability to deliver the Service, Purchaser shall make all reasonable efforts to offer alternative location(s) for performance of Service.

Security, Health, and Safety

Purchaser warrants that Venue will be of sufficient size to safely conduct the Service, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Purchaser maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

Indemnification

Purchaser indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Event attendees.

Force Majeure.

Band Initials MM

Purchaser Initials Berry

In the event the Service cannot reasonably be provided because of unpredictable occurrences such as an act of nature or government, no portion of Compensation is due, and the parties agree to negotiate a substitute Event on the same terms as this Agreement save for the date and time of Event, with no further deposit of Compensation due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

Riders

Nothing in the Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

Severability

If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

Interpretation

Agreement will be interpreted according to the laws of Texas.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety.

The below signed Purchaser's Representative warrants s/he has authority to bind Purchaser and Venue (above).

Signature of Band Representative: 

Band's Representative typed name and title: Nathan D. Morefield, Member/Business Manager

Band's typed name: Plunk Murray

Purchaser Signature: 

Name and Title: Susan Berry, Executive Director, Highland Arts & Athletics, Inc.

Band Initials 

Purchaser Initials _____