



BAND PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of July 19, 2021 between Lyndhurst twp and Kickin Nash for the hiring of Kickin Nash as independent contractors to perform for a private show in Lyndhurst, NJ (Park located at the intersection of Valley Brook ave and Delafield ave)

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 intersection of Valley Brook ave and Delafield ave on August 4, 2021, starting approx 7:30PM and ending approx 9PM.
2. **Description of Show.** Show will be a musical performance (modern country). Show will run from 7:30 to 9:00PM but access to the stage will be needed 2 hours early (5:30) to setup
3. **Payment.** Compensation for the Show will be 3500.00 dollars, payable after the performance, payable by cashier's check, cash, etc... If being paid by check and Tax ID is required the Kickin Nash EIN # is 82-0847724 and proper tax form will be attached to corresponding email
4. **Cancellation.** Timelines for cancellations are detailed below.
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, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement, with no further deposit of Fee 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 and no monies will be lost by either party if scheduling a new date which may be Aug 5th 2021
6. **Band Guest Tickets.** Operator will make available to Band 12 complimentary tickets to Show for Band to use at Band's sole discretion. (Does not apply to private party)
7. **Food and Drink.** Operator should provide Band with meal 9if applicable), and 14 bottles of water.
8. **Parking.** Operator will secure sufficient parking for Band's cargo vans 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. This should be stage side as there is heavy gear to carry.
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. Kickin Nash will bring PA system for this event.

10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction (not on grass/dirt) 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.** Kickin Nash has no intention of entering arbitration. We will remain flexible and fair and expect the same from any given venue or private affair.

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 Home state.

15. **Riders.** Nothing in 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. Band can work directly with sound engineers for proper Kickin Nash stage layout if venue is supplying the PA

The below-signed Band Representative warrants s/he has authority to sign this agreement for the 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: *Greg Annunziata*

Band's Representative typed name and title: Greg Annunziata KN LLC Mgmt

Band's typed name: Kickin Nash

Operator's Representative Signature: *Theresa Cicero*

Operator's Representative typed name and title: Theresa Cicero

Amt due: 3500.00 total

Thank you!

Greg Annunziata

PERFORMANCE INVOICE 2021

The Cameos, LLC ®

00-90 27th Street – Fair Lawn, NJ 07410

Where: TOWN HALL PARK

Delafield Avenue, Lyndhurst NJ

ATTN: Theresa – Recreation Dept.

DATE: Wednesday, August 18, 2021

Event: Musical Entertainment

(1) Two-Hour Show: 7:30pm-9:30pm*

***Rain date: Thursday, August 19, 2021**

Contracted price: \$3,000.00

Final payment to: The Cameos

Due on date of performance: 8/18/21

CONTRACT

The B-Street Band

This Contract is for the personal services of musicians on the engagement described below and is made 7/20/2021 between the undersigned purchaser of music and the undersigned band;

1. Name and Address of Engagement: Lyndhurst Parks & Recreation Summer Concert Series 250 Cleveland Ave Lyndhurst, NJ

2. Date or Dates of Engagement: Wed August 25th 2021: 2 (50 min sets 7:30 to 9:30)

3. Type of Engagement: Summer Concert Series

4. Compensation Agreed and Terms: \$4000. Fee Check to be made night of event. Checks payable to B-Street Band 1403 Gannet Lane, Wall, NJ 07719: Please make copy and sign and return contract: An Additional Charge of \$1500 for any extra set of music beyond allotted time of any event.

5. If venue is outdoors, a rain date of Wed Aug 30th 2021 has been schedule and payment will be made for that performance Rain or Shine.

6. Purchaser is liable for half payment within 180 days and full payment within 90 days of contracted date with no exceptions if Event is canceled by Client.

7. Band will be provided a Deli Tray for 7 along with water Bottles, Diet and regular Soda.

8. Loading area's to venues must be no more then 3 steps up/down or venue must have a working elevator, otherwise purchaser must pay for and provide 2 people to carry equipment up and down venue stairs for load-in and out of Venue.

.The agreement with the B - Street band to perform is subject to proven defection by sickness, accidents, riots, strikes, epidemics, Acts of God or any other legitimate conditions beyond their control. IN WITNESS WHERE OF: The parties hereto have set their names and seals on the day and year as stated above written

Township of Lyndhurst
Parks & Recreation Department
250 Cleveland Ave
Lyndhurst, NJ 07071
201-804-2482

William Forte
The B - Street Band

1403 Gannet lane
Street Address

City, State and Zip Code

Telephone Number

X Theresa Cícero
Purchaser's Signature

Please sign, make copy and
return with Deposit. Thank you.

*La Guardia
Entertainment & Productions*

CONTRACT

By contract made this 5th day of May 2021, it is hereby agreed by and between LaGuardia Entertainment, LLC and the undersigned, that entertainment will be provided as agreed upon herein:

Name: Thomas DiMaggio, Commissioner, Town of Lyndhurst

Type of Function: Summer Concert Series 2021

Day: July 14, July 15, July 16, July 17

Location: Town Hall Park

Address: Delafield Avenue, Lyndhurst, NJ

Hours: 7:00pm – 10:30pm 1st band 7-8:30 pm 2nd band 9-10:30pm

Entertainment: 7/14 Eaglemania/Jessies Girl
7/15 New Power Soul/NY Bee Gees
7/16 Legacy/Louis Prima Jr.
7/17 Dancin Machine/Michael DelGuidice w/Billy Joel Band
Bobby J. MC for all four concerts

Compensation Agreed Upon: \$78,750.00 Payable to LaGuardia & Associates Entertainment, LLC

Deposit: \$30,750.00 at signing of contract

Balance \$23,000.00 due June 15, 2021

\$25,000.00 due July 12, 2021

Overtime: n/a Per Hour or part thereof, to be paid at event

Remarks: Includes professional sound, light system, sound and light engineers, all backline equipment and air & ground transportation, 6 hotel rooms. Township responsible for dressing area and catering for performers. In case of inclement weather, concert must be called by no later than 2:00pm and will be rescheduled on a mutually agreed date.

The undersigned, executing this Contract for client warrants their authority to do so as principal, agent or otherwise. It is mutually agreed that all return engagements within 18 months of this engagement shall be booked through LaGuardia & Associates, LLC. The client agrees to indemnify fully LaGuardia & Associates, LLC. for any injury, damage or claim arising out of the services provided pursuant to this contract.

Thomas DiMaggio
Signature

Please sign and return one copy with deposit.
Retain one copy for your records.

[Signature]
For LaGuardia & Associates, LLC

May 5, 2021
Date

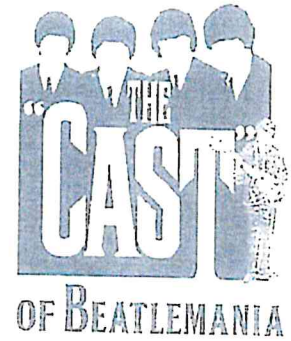
Print Name

Address

Telephone #

388 Pompton Ave.
Cedar Grove, NJ 07009
973-571-9744 Fax: 973-571-9740
www.laguardiaentertainment.com

CAST SHOWS AGENCY
464 Wolcott Road
Wolcott, Connecticut 06716
1-888-MOP-TOPS Toll-Free
1-888-367-6377 Fax Toll-Free



CONTRACT

AGREEMENT made this 20th day of July 2021 between

The "CAST" of BEATLEMANIA (hereinafter referred to as the "ARTIST") and

THE TOWNSHIP OF LYNDHURST, NJ, NJ, PARKS & REC. DEPT

(hereinafter referred to as the "BUYER"), having a place of business at the address set forth below.

In consideration of the multiple covenants contained herein, the following is agreed:

The BUYER hereby engages the ARTIST, and the ARTIST agrees to perform the engagement hereinafter provided, upon all of the terms and conditions herein set forth, including those entitled "Additional Terms and Conditions", and any and all Riders attached herewith:

1. PLACE OF ENGAGEMENT: LYNDHURST TOWN HALL PARK
VALLEY BROOK & DELAFIELD AVENUE
LYNDHURST, NJ
2. DATE(S) OF ENGAGEMENT: WEDNESDAY, AUGUST 11, 2021
3. HOURS OF ENGAGEMENT: 7-10 PM 4. ACCESS TIME: 2 PM
5. AGREED FEE: (U.S. ONLY) \$5000.00 (U.S.) GUARANTEED. CAST TO PROVIDE
SOUND, LIGHTS AND BACKLINE. BUYER TO PROVIDE POWER, STAGE,
DRESSING ROOMS HOSPITALITY, ETC. PER ATTACHED RIDERS.

ALL DEPOSITS shall be made by Certified Check or CASH ONLY. NO EXCEPTIONS.
FINAL PAYMENT must be CASH, or CERTIFIED CHECK PRIOR to show time.

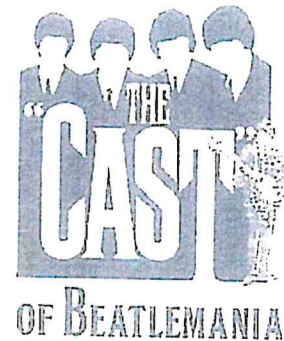
PAYMENT SCHEDULE:

(A) DEPOSIT DUE: Shall be paid by PURCHASER to and in the name of
PSI-NESP immediately.

(B) \$5000.00 (U.S.) Guarantee Shall be paid by BUYER to ARTIST on the date of
engagement, PRIOR to performance.

Note: Final payment must be made with and to AUTHORIZED ARTIST REPRESENTATIVE on site only.
CARLO CANTAMESSA IS THE DESIGNATED ARTIST REP.

CAST SHOWS AGENCY
464 Wolcott Road
Wolcott, Connecticut 06716
1-888-MOP-TOPS Toll-Free
1-888-367-6377 Fax Toll-Free



ADDITIONAL TERMS AND CONDITIONS:

6. Any and all Riders attached herewith are, by this reference, hereby *incorporated* herein.
Number of attached Riders: 4.
 7. Each party hereby represents to the other party that the person executing this AGREEMENT has the *full power* and *authority* to enter into this AGREEMENT, on behalf of such party.
This AGREEMENT shall be binding on each party, in accordance with the terms and conditions hereof.
 8. BUYER agrees to pay *any and all* costs and expenses (including, but not limited to, reasonable Attorney's fees) incurred by ARTIST relating to the enforcement by ARTIST of all BUYER'S obligations set hereunder.
 9. The provisions of this AGREEMENT constitute the *entire* understanding of both parties hereto, and this AGREEMENT may *not* be modified or amended *except* in writing, and executed by *each* party hereto.
 10. All dates are *play or pay*, unless clearly noted. Should *inclement* weather render performance impossible, or not feasible, ARTIST shall nevertheless be paid full compensation as provided herein, and ARTIST shall have *no further* obligation.
 11. The AGREEMENT of the musicians to perform is subject to *proven* detention by sickness, transportation delay, airline cancellations, accidents, riots, strikes, epidemics, acts of God or any other legitimate conditions beyond reasonable control. If the purchasing of airline tickets is the responsibility of the BUYER, then any cancellation or delay of flights falls to *their* responsibility. If any members of the group are unable to get to the venue due to this situation, the BUYER is responsible for *full payment* to any and all remaining members.
 12. This AGREEMENT shall be governed by and construed under the laws and provisions of the State of Connecticut.
- The parties have executed this AGREEMENT as of the date set forth herein.

ARTIST: THE "CAST"
BY: Jennifer L. Tiso
Jennifer L. Tiso, Artist Mgmt.

PURCHASER:
BY: [Signature]
(Authorized Signature)
Teresa Cicero 7/23/01
(Print Name & Date)

Place of Business of PURCHASER: Township of Lyndhurst Parks & Rec Dept
250 Cleveland Ave
Lyndhurst N.J. 07037

Telephone number: 201 804-2482
Cell Phone number: _____



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E-mail laguardent@aol.com ♪ www.laguardiaentertainment.com

August 26th, 2020

Thomas DiNaggio, Commissioner
Department of Parks & Recreation
250 Cleveland Avenue
Lyndhurst, NJ 07071

INVOICE FOR SERVICES AS FOLLOWS:

INVOICE# 8262020

Summer Concerts for 2020,
" MUSIC UNDER THE STARS "

Final Payment September 16th, 2020

\$15,000.00

Please make checks payable to "Jerry LaGuardia Entertainment & Productions, LLC"



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August 1st, 2020

Thomas DiMaggio, Commissioner
Department of Parks & Recreation
250 Cleveland Avenue
Lyndhurst, NJ 07071

INVOICE FOR SERVICES AS FOLLOWS:

INVOICE# 8012020

Summer Concerts for 2020,
" MUSIC UNDER THE STARS "

Deposit: August 26th, 2020

Amount Due: \$10,000.00

Please make checks payable to "Jerry LaGuardia Entertainment & Productions, LLC"



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