

Otero Jennifer

21-388b

From: Richard Goldberg <opra+request-26449-ddf515e9@requests.opramachine.com>
Sent: Friday, October 15, 2021 1:48 AM
To: Clerk Office
Subject: OPRA request - Request copies of contracts related to outdoor concerts 2020 and 2021

Dear Carteret Borough,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Request copies of contracts related to outdoor concerts 2020 and 2021

Yours faithfully,

Richard Goldberg

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-26449-ddf515e9@requests.opramachine.com

Is clerkoffice@carteret.net the wrong address for OPRA requests to Carteret Borough? If so, please contact us using this form:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fchange_request%2fnew%3fbody%3dcarteret_borough&c=E,1,LnUHqwVVzUYGRWNdegfw51wMAuCS60EXjkK8ZqMwsiNKGXFyoQjenQ5w_zPW1SvjILGfyCtXCWtw50jBvdcaE1SGK_jEqjucnB5Vi1cJnGdkVp5D7SHP&typo=1

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fhelp%2fofficers&c=E,1,9In1Bc1XN7bMwGdNG6yL-t_xZug9zyTYQ7hQMNwvb5Jwo3N82Gk2rvPLU7vC7HSBOaOL6okuKfXbk4XJFJ8H6foAiyIctRanH6bqSsb0&typo=1

View this OPRA request & responses online:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2frequest%2frequest_copies_of_contracts_rela&c=E,1,twJ8K8b4bXIR8s3xco0x7rXlwqbRRbqMPoCL3hO97hAvSys7o6XkkaelUEo_yVMnfZ9_pzYNOVCkek-PtPywvASE-l1TtQOry1ccm797iRI6CS0,&typo=1

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

Van Martin Productions
P.O. box 192
Rochelle Park, N.J. 07662
201 487 4272 Fax 201 443 1109
ARTSVANMAR@GMAIL.COM

LICENSE#
BW0381000

Whenever the term artist is used in this contract, it shall mean the local union of the federation of the artists, with jurisdiction over the territory in which the engagement covered by this contract is to be performed.
This contract for the personal services of artists on the engagement described below is made this 15th day of JUNE 2021
between the undersigned purchaser of entertainment and the undersigned artist or artists.

Name and address of place of engagement: CARTERET WATERFRONT 200 MIDDLESEX AVENUE
CARTERET, NJ 07008

Dates, Starting Time and finishing time of engagement: SUNDAY JULY 11, 2021 7:00PM

TYPE OF ENTERTAINMENT: VAN MARTIN AND HIS BIG BAND SOUND TOTAL OF 6 MEN

TYPE OF ENGAGEMENT: SUMMER CONCERT SERIES

COMPENSATION AGREED UPON: \$1000.00 FOR ONE PERFORMANCE OF 90 MINUTES

PAYMENT AS FOLLOWS: \$1000.00 MADE PAYABLE TO VAN MARTIN PRODUCTIONS EVENING OF
ENGAGEMENT.

TAQUALLA LOWMAN DIRECTOR

VAN MARTIN

purchasers name

AGENTS NAME

SIGNATURE

SIGNATURE

C/O PARKS DEPT
LOUIS STREET

P.O. BOX 192

STREET ADDRESS
CARTERET, NJ 07008

STREET ADDRESS
ROCHELLE PARK, NJ 07662

City

State

Zip

City

State

Zip

PLEASE NOTE: all deposits are non-refundable.

Comments: ALL CONTRACTS MUST BE SIGNED PRIOR TO ENGAGEMENT
TO ENSURE AND CONFIRM TALENT
CONTACT NUMBER DAY OF ENGAGEMENT VAN MARTIN 973 223 7917

INVOICE

The Lenny Davis Band

488 Alexander Avenue
Brick, New Jersey, 08724
jdamato5@icloud.com

INVOICE NO.
DATE

LDB2021
8/10/2021

TO

Carteret Recreation
61 Cooke Avenue
Carteret, New Jersey, 07008
732-541-3890

SHIP TO

Joe D'Amato
488 Alexander Avenue
Brick, New Jersey, 08724
Re: The Lenny Davis Band

JOB

PAYMENT TERMS

Concert: August 20, 2021

Due on receipt

DESCRIPTION

QUANTITY

AMOUNT

TOTAL

The Lenny Davis Band

1.00

\$500.00

\$500.00

Concert August 20, 2021

Carteret Park

7:00 p.m. - 8:30 p.m.

TOTAL DUE

\$500.00

THANK YOU FOR YOUR BUSINESS!

Moonlight Mile

Rolling Stones Tribute Band

www.stonescoverband.com

INVOICE FOR LIVE PERFORMANCE

HIRER (person or company name) Carteret
Trading as (name of business and ABN) _____
of (address) _____ lowmant@carteret.net (hm/wk phone) _____
(mobile) _____ (email) _____ (fax) _____

AND Rolling Stones Tribute Band MOOLIGHT MILE

of (address) Linden, NJ (hm/wk phone) _____
(mobile) 908 578-7018 (email) _____ (fax) _____

AGREEMENT TO ENGAGE ARTIST The Hirer agrees to engage the Artist on the terms of this agreement

- 1(a) Appearing as Moonlight Mile
1(b) To Perform provide live music "and sound system" at the Carteret Waterfront Park (description of performance)
1(c) To provide the performance there will be Five (No. of) Musicians and Crew ("personnel")

PERFORMANCE VENUE AND TIME

- 2(a) At Carteret Waterfront Park, Sunday, August 1st (venue and full address)
2(b) On _____ (date) or as set out in Sch. B for performance from 7:00 pm (time) to 9:00 pm (time)
or for a period of _____ (less breaks)

TRAVEL: TRANSPORT, ACCOMMODATION AND MEALS Is included in Final Total unless one of the following options completed:

- 3(a) The Hirer will pay a travel total of \$ _____ to cover all personnel travel, equipment transport, personnel accommodation and meal costs, which will be arranged by the Artist. Travel total to be paid no later than 5pm on NA (date)
3(b) The Hirer will transport all equipment and provide travel, _____ night/s accommodation per person and _____ meals per person per day for personnel. Confirmation in writing of these arrangements and all tickets, accommodation and meal vouchers to be provided by 5pm on NA (date)

CONFIRMATION OF PERFORMANCE

A booking is not confirmed by the Artist until in receipt of signed contract. The Hirer agrees to confirm performance by returned signed copy of the contract (via mail or fax) at least 7 days before the performance date.

CANCELLATION OF PERFORMANCE

The performance may only be cancelled by written notice received by the other party, no less than 7 days 14 days 21 days or 28 days before the performance date/s at clause 2(b). (Circle appropriate choice).

Deposit and any incurred travel costs are not refundable in the event of cancellation. If any performance is cancelled without proper written notice; if no cancellation period is specified above; or the performance is confirmed within the cancellation period specified: the performance stands as confirmed and the full Final Total payable immediately by the Hirer in the event of a cancellation. (The Artist may cancel at any time if unable to perform due to sickness, injury, transport problems, weather conditions or anything beyond their control, and is not liable to repay any amounts paid by the Hirer prior to the Artist cancelling).

PAYMENT

Final Total: \$ \$1200.00 (per performance)
Deposit of \$ 0 to be paid by 5pm on after performance (date) and otherwise as set out in the payment clause
AND _____ Percentage of gross door takings or _____ % to be paid as specified in the payment clause.

Check to be made out to: Dave Lospinoso

SIGNED _____ (Hirer) _____ / _____ / 20____
by or on behalf of PRINT NAME SIGNATURE DATE

(The signatory of the Hirer warrants that they have authority to enter this agreement on behalf of the Hirer)

SIGNED _____ (Artist) Dave Lospinoso / 06/07 / 2021
by or on behalf of PRINT NAME SIGNATURE DATE



Entertainers Plus!
927 Center Street
Little Egg Harbor, NJ 08087

NJ License #BW0449000

Invoice

Service Date	Invoice #
8/13/2021	31774

Bill To

Taquala Lowman, Rec. Prog. Coord.
Health and Senior Services
Borough of Carteret (ANNEX)
61 Cooke Avenue
Carteret, NJ 07008-3065

P.O.# or Vendor#	Terms
	Due on or before s...

Description	Amount
The cool & sophisticated sounds of Karickter Band - Stylish, jazz, R&B, Motown, & contemporary! 7:00 pm Friday, August 13th 2021 Up to 2 hours' performance in Carteret Park or if it rains, in the Community Center.	650.00

IMPORTANT:

This invoice is considered a contract for services provided. Please review information herewith for correct location, time, date, and for any pertinent information the entertainer(s) or agency will need to know such as emergency contact/cell numbers, special contact names.

Our entertainers do not give out their phone number or home address. Use Entertainers Plus! address & tax ID for any questions on payment.

TID#02-0625313

CANCELSATIONS MADE LESS THAN 24 HOURS PRIOR TO DATE AND TIME ARE STILL CONSIDERED DUE IN FULL. WEEKENDS AND HOLIDAY BOOKINGS NEED LONGER NOTICE AND MAY NEED TO BE GUARANTEED. ARRANGEMENTS FOR RAIN DATES NEED TO BE SPECIFIED UP FRONT WHEN PLACING A BOOKING AND CONFIRMED 24 HRS. IN ADVANCE.

Total \$650.00

Payments/Credits \$0.00

Balance Due \$650.00

Thank you for your business!

Correspondence email: entertainersplus@comcast.net
Billing email / no reply: billingfromentertainersplus@gmail.com

Phone #	Fax #	Toll-free #	Main Web Site: www.entertainersplus.com YouTube Channel: http://www.youtube.com/user/trumpgirlsue Facebook Page: https://www.facebook.com/pages/Entertainers-Plus/210931749436?ref=br_tf
609-360-0551	609-489-6477	866-226-7719	

GENTLEMEN OF SOUL PERFORMANCE AGREEMENT

Performance Date : Sunday July 18th, 2021

Lorenzo Bell - President
Gentlemen Of Soul
100 Barron Circle, Suite 1102
Somerset N.J., 08873
347-822-3886
Email- lorenzobell35@gmail.com

Performers : Gentlemen Of Soul

Performance type: Live Music

All 3 members of The Gentlemen Of Soul singing group:

1. Lorenzo Bell
2. Scout Ford
3. Martinez Little

Band (Instruments)

1. Lead guitar
2. Bass guitar
3. Keyboards
4. Drums

Performance duration: 1 hour and a half

Showtime: TBA

Sound check: TBA

Promoter/ Venue will provide the professional stage, lights, sound system type

(including 3 microphones w/ stands, stage monitors, sound engineer, etc.and private dressing facilities) If the Gentlemen Of Soul provides the sound system , The fee is \$150.00

Show Location / Event

Town of Carteret Summer Concerts Series

PAYMENT FOR 7/18/2021

\$1400 (Band Performance)

\$150 (Sound system)

\$1500 (Total)

Lorenzo Bell / Gentlemen Of Soul

Venue:_____

Date

:_____

Date:_____

Larry Stevens LLC

P.O. Box 324
Park Ridge, NJ 07656
201.214.0533/ LarryStevens1@yahoo.com
www.larrystevensband.com

This Agreement made on the 4th day of June 2021, between the Borough of Carteret Recreation & The Larry Stevens Duo.

Entertainment Provided: Larry Stevens Duo (Two Piece)

Place (Name and Address of Performance): Carteret Park

Carteret, NJ 07008

Concerts In The Park Series

Rain Location: Community Center- please provide us with the address below.

Address: _____

Contact: Taqualla Lowman-Contact Number 732-541-3806

Health and Senior Services, Recreation Program Coordinator 61 Cooke Avenue Carteret NJ 07005

Date(s): Sunday, August 29th

Start Time: 7:00 pm **End Time:** 9:00pm (Load in and Sound Check time 5:30pm)

(The Duo agrees to perform between the listed start and end times discussed. (See start/end time); rain or shine/Band may have an agent on site selling merchandise, taking e-mail addresses for the sole purpose of future marketing)

Sound Equipment:

Lead Guitar Amp & PA System are supplied by performer *(Power supplied by Employer.)

Additional Terms: Food and Beverage (bottled water) will be supplied by employer unless otherwise discussed prior to engagement.

***Wage Agreed Upon:** \$ 700.00-Professional Courtesy Rate For Sound: \$ included Deposit: N/A

Total Cost: \$700.00 Balance due day of performance August 29th 2021 **COURTESY RATE FOR RECREATION!**

- A. The wages disclosed herein include all expenses Purchaser has agreed to reimburse in accordance with the attached schedule, or a schedule to be provided to Purchaser on or before date of engagement.
- B. The obligation of band to perform services hereunder is subject to proven detention by personal illness, accidents, riots, strikes, acts of God, or other legitimate conditions beyond bands control.
- C. Purchaser and Artist/Band agree that receipt of this contract and commencement of performance shall be adequate confirmation of all terms embodied in this contract and rider, and shall be binding on all parties, whether the contract is signed or not.
- D. Full Balance of guarantee is payable on demand in cash or certified check form night of engagement.
- E. If performance is cancelled due to inclement weather, payment in full is due on the date of engagement.

Employer Representative; X _____ **Date** _____

Larry Stevens Band Representative; X *Larry Stevens* _____ **Date** 6-4-2021 _____



Your Entertainment Company

INVOICE

Date: August, 10, 2021

INVOICE # 1032

To

Ms. Taqualla Lowman
Carteret Concerts in the Park
Carteret, NJ 07008
732.423.4746

Salesperson	Job	Payment Terms	Due Date
Willie "Will" Gavilanes	Carteret Concerts in the Park 2021	Due on receipt	08.27.2021

Qty	Description	Unit Price	Line Total
1	Invited Artist – Juan Carlos y Son DKalle Event: Carteret Concert at the Park Date: Friday August 27 th , 2021 Start time: 7pm-8:30 (A 1 ½ hour musical set)	\$ 675.00	\$ 675.00
Subtotal			\$ 675.00
Sales Tax			Tax Exempt
Total			\$ 675.00

Make all checks payable to: WILLIE WILL PRODUCTIONS – 129 Lexington Ave. South Plainfield NJ 07080

Thank you for your business!

WILLIE WILL PRODUCTIONS – 129 Lexington Ave. South Plainfield NJ 07080 Phone: 908-768-0301
Email: WillieWill@me.com

**Entertainers Plus!**

927 Center Street
Little Egg Harbor, NJ 08087

NJ License #BW0449000

Invoice

Service Date	Invoice #
7/16/2021	31728

Bill To

Taquala Lowman, Rec. Prog. Coord.
Health and Senior Services
Borough of Carteret (ANNEX)
61 Cooke Avenue
Carteret, NJ 07008-3065

Description	P.O.# or Vendor#	Terms
		Due on or before s...
		Amount
Blue Smoke Band performs a two hour show Hoe Down, Mardi Gras, or Fabulous Fifties. A former lead guitarist with The World-renowned Comets, Bill played with Bill Haley - watch him play the guitar behind his back!		500.00
7:00 pm Friday July 16th 2021		
Outside at park - If rain, Senior Center		

IMPORTANT:

This invoice is considered a contract for services provided Please review information herewith for correct location, time, date, and for any pertinent information the entertainer(s) or agency will need to know such as emergency contact/cell numbers, special contact names.

Our entertainers do not give out their phone number or home address. Use Entertainers Plus! address & tax ID for any questions on payment.

TID#02-0625313

CANCELATIONS MADE LESS THAN 24 HOURS PRIOR TO DATE AND TIME ARE STILL CONSIDERED DUE IN FULL. WEEKENDS AND HOLIDAY BOOKINGS NEED LONGER NOTICE AND MAY NEED TO BE GUARANTEED. ARRANGEMENTS FOR RAIN DATES NEED TO BE SPECIFIED UP FRONT WHEN PLACING A BOOKING AND CONFIRMED 24 HRS. IN ADVANCE.

Total \$500.00

Payments/Credits \$0.00

Balance Due \$500.00

Thank you for your business!

Correspondence email: entertainersplus@comcast.net
Billing email / no reply: billingfromentertainersplus@gmail.com

Phone #	Fax #	Toll-free #	Main Web Site: www.entertainersplus.com YouTube Channel: http://www.youtube.com/user/trumpgirlsue Facebook Page: https://www.facebook.com/pages/Entertainers-Plus/210931749436?ref=br_tf
609-360-0551	609-489-6477	866-226-7719	

BAND PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of 7/4/21, between CONCERTS IN THE PARK and MEMPHIS JAZZ BAND (the "Band") for the purpose of Band as independent contractors to perform (the "Show") for Operator at CARTER PARK (the "Venue"), located at the address:

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the address

Friday 7/23/21 - 7:00 PM to 9:00 PM

2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last of a minimum of minutes.

3. **Payment.** Compensation for the Show will be 500.00 dollars, payable by payable by check, made payable to:

WILLIAM PAULMEIN

~~A 50% deposit of Fee is due on the signing of this contract. This is a required condition for the contract to proceed; if a 50% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of Fee is due immediately prior to Band's Show, but may be made earlier.~~

4. **Cancellation.** If full payment is not made by the time immediately prior to Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 50% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 50% of Fee. If Show is cancelled within 2 days of Show, Operator must pay Band's full Fee. Band may cancel at any time prior to ticket sales by Operator, in which case Band must refund Fee in its entirety.

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 save for the time of Show, 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.

6. **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 1 hour after the show.

7. **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.

8. **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.

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

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: William J Paulmenn

Band's Representative typed name and title:

Band's typed name:

Operator's Representative Signature:

Operator's Representative typed name and title:

302 Cypress DR
COLONIA, N.J.
07067

BAND PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of June 14, 2021, between The Borough of Carteret (the "Operator") and AXB (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at Carteret Park (the "Venue"), located at the address Carteret Avenue and Cypress Street.

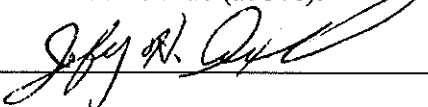
It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the address Carteret Park at Carteret Avenue and Cypress Street, on the 6th day of August, 2021 at 7 pm.
2. **Inclement Weather.** In the case of an outdoor venue, the Operator will provide an indoor replacement venue in the case of inclement weather. A decision about moving the Show to the indoor venue will be made by mutual agreement between the Band and the Operator no less than two hours before the start of the Show. All requirements of the Venue will be the same if the Show is moved indoors.
3. **Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last of a minimum of two sets of 45 minutes each.
4. **Payment.** Compensation for the Show will be \$650 dollars, payable by check made out to Jeffrey Axelbank. A 50% deposit of Fee is due on the signing of this contract. This is a required condition for the contract to proceed; if a 50% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of Fee is due immediately prior to Band's Show, but may be made earlier.
5. **Cancellation.** If full payment is not made by the time immediately prior to Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 50% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 50% of Fee. If Show is cancelled within 2 days of Show, Operator must pay Band's full Fee. Band may cancel at any time prior to the date of the Show, in which case Band must refund Fee in its entirety.
6. **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 save for the time of Show, 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.
7. **Parking.** Operator will secure sufficient parking for Band's vehicles 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.

8. **Sound System and Electric Supply.** The Band will provide the sound system and all equipment and instruments for the Show. The Operator will provide adequate electricity to power the Band's equipment, within 25 feet of the stage. If the distance is more than 25 feet, the Operator will provide adequate safe power extension cords to connect to the Band's equipment at the stage.
9. **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.
10. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.
11. **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.
12. **Interpretation.** Agreement will be interpreted according to the laws of New Jersey.
13. **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.

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: Jeffrey Axelbank Guitars/Vocals

Band's typed name: _____

AXB

Operator's Representative Signature: _____

Operator's Representative typed name and title: _____

CLIFFHANGER PRODUCTIONS, INC.

161 Park Avenue Rutherford, New Jersey 07070-2307

Phone: (201) 460-8335 Fax: (201) 460-1012

WWW.CLIFFHANGERPRODUCTIONS.COM

EVENT CONTRACT

This contract to supply entertainment between **CLIFFHANGER PRODUCTIONS, INC.** and **THE BOROUGH OF CARTERET (NJ)** for the event(s) listed below:

Event: 2021 SUMMER CONCERT

Dates & Entertainment	SUNDAY JULY 25	KIMON & THE PROPHETS
	SUNDAY AUGUST 8	THE 3B's + 2
	SUNDAY AUGUST 15	JAMES BROWN/SAMMY DAVIS JR
	SUNDAY AUGUST 22	JUST CRUISIN

Location: CARTERET WATERFRONT PARK
200 MIDDLESEX AVENUE
CARTERET, NEW JERSEY

Time: 7:00 PM

Package Price: \$ 4,500.00

In performance of the obligations set forth in this Confirmation, the Corporation and its employee, subcontractors, assignees and agents, shall be Independent Contractors, and under no circumstances shall the Corporation or any of its Officers, employees, subcontractor, assignees or agents be considered an employee of the Host for this event.

50% deposit due upon signing of contract with balance due day of event.

Each Party shall indemnify the other against and hold them harmless from any and all loss, claims, actions, damages, expenses (including reasonable counsel fees and costs) or liability therefore, incurred or suffered resulting from any act or omission by such party or any of its Officers, employees, agents, or guests. This agreement to indemnify includes, but is not limited to loss, claims, actions, damages and expenses due to property damage, loss of property, bodily injury, loss of life, and the failure of the Corporation to timely provide the specified Performances, at the specified time, as described herein.

Notwithstanding anything to the contrary contained herein, the aggregate amount of the Corporation's liability under this contract (included any alleged breach hereof and any damages resulting from the Corporation's service rendered hereunder) shall in no event exceed the amount actually received by the Corporation from the Host Hereunder.

Date: _____

Date: _____

Clifford W Witmyer

Taqualla Lowman

"PARTY OF FIVE"

BOOKING AGREEMENT

THIS CONTRACT, entered into for the personal services of the "Party of Five" (also referred to as the "band" in the following) is described below. The employer and band agree and contract as follows:

NAME OF BAND: "Party of Five"

NAME/ADDRESS OF PLACE OF PERFORMANCE: "Concerts in the Park",
Carteret Park, Carteret, N J 07008

DATE OF PERFORMANCE: Friday, July 10, 2020

TIME OF PERFORMANCE: 7:00 pm – 9:00 pm

WAGES AGREED UPON: \$600.00

- This contract constitutes a complete and binding contract between Employer and the band.

DATE: 03/12/20

EMPLOYER SIGNATURE:
Taqualla Lowman

BAND SIGNATURE:
Bill Korzeniowski

PLEASE MAKE CHECK PAYABLE TO:

**BILL KORZENIOWSKI
5 GARDEN PATH
BARNEGAT, NJ 08005**

CLIFFHANGER PRODUCTIONS, INC.

161 Park Avenue Rutherford, New Jersey 07070-2307

Phone: (201) 460-8335 Fax: (201) 460-1012

WWW.CLIFFHANGERPRODUCTIONS.COM

EVENT CONTRACT

This contract to supply entertainment between **CLIFFHANGER PRODUCTIONS, INC.** and **THE BOROUGH OF CARTERET (NJ)** for the event(s) listed below:

Event: 2020 SUMMER CONCERT

Date: FRIDAY, JULY 17, 2020

Location: CARTERET PARK (CORNER OF CARTERET AND CYRESS)

Time: 7:00 PM - 9:00 PM

Entertainment: The Kootz - Old Time Rock n' Roll

Price: \$ 800

In performance of the obligations set forth in this Confirmation, the Corporation and its employee, subcontractors, assignees and agents, shall be Independent Contractors, and under no circumstances shall the Corporation or any of its Officers, employees, subcontractor, assignees or agents be considered an employee of the Host for this event.

50% deposit due upon signing of contract with balance due day of event.

Each Party shall indemnify the other against and hold them harmless from any and all loss, claims, actions, damages, expenses (including reasonable counsel fees and costs) or liability therefore, incurred or suffered resulting from any act or omission by such party or any of its Officers, employees, agents, or guests. This agreement to indemnify includes, but is not limited to loss, claims, actions, damages and expenses due to property damage, loss of property, bodily injury, loss of life, and the failure of the Corporation to timely provide the specified Performances, at the specified time, as described herein.

Notwithstanding anything to the contrary contained herein, the aggregate amount of the Corporation's liability under this contract (included any alleged breach hereof and any damages resulting from the Corporation's service rendered hereunder) shall in no event exceed the amount actually received by the Corporation from the Host Hereunder.

Date: _____

Date: 7-14-2020

Clifford W Witmyer
President

Taquilla Lowman

CLIFFHANGER PRODUCTIONS, INC.

161 Park Avenue Rutherford, New Jersey 07070-2307

Phone: (201) 460-8335 Fax: (201) 460-1012

WWW.CLIFFHANGERPRODUCTIONS.COM

EVENT CONTRACT

This contract to supply entertainment between **CLIFFHANGER PRODUCTIONS, INC.** and **THE BOROUGH OF CARTERET (NJ)** for the event(s) listed below:

Event: 2020 SUMMER CONCERT

Date: FRIDAY, AUGUST 14, 2020

Location: CARTERET PARK (CORNER OF CARTERET AND CYRESS)

Time: 7:00 PM - 9:00 PM

Entertainment: Summer Wind Tour - Jessie Posse performing Frank Sinatra

Price: \$ 600

In performance of the obligations set forth in this Confirmation, the Corporation and its employee, subcontractors, assignees and agents, shall be Independent Contractors, and under no circumstances shall the Corporation or any of its Officers, employees, subcontractor, assignees or agents be considered an employee of the Host for this event.

50% deposit due upon signing of contract with balance due day of event.

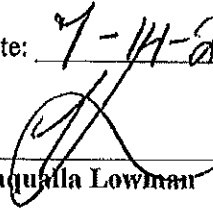
Each Party shall indemnify the other against and hold them harmless from any and all loss, claims, actions, damages, expenses (including reasonable counsel fees and costs) or liability therefore, incurred or suffered resulting from any act or omission by such party or any of its Officers, employees, agents, or guests. This agreement to indemnify includes, but is not limited to loss, claims, actions, damages and expenses due to property damage, loss of property, bodily injury, loss of life, and the failure of the Corporation to timely provide the specified Performances, at the specified time, as described herein.

Notwithstanding anything to the contrary contained herein, the aggregate amount of the Corporation's liability under this contract (included any alleged breach hereof and any damages resulting from the Corporation's service rendered hereunder) shall in no event exceed the amount actually received by the Corporation from the Host Hereunder.

Date: _____

Date: 7-14-2020

Clifford W Witmyer



Taquilla Lowman

CLIFFHANGER PRODUCTIONS, INC.

161 Park Avenue Rutherford, New Jersey 07070-2307

Phone: (201) 460-8335 Fax: (201) 460-1012

WWW.CLIFFHANGERPRODUCTIONS.COM

EVENT CONTRACT

This contract to supply entertainment between **CLIFFHANGER PRODUCTIONS, INC.** and **THE BOROUGH OF CARTERET (NJ)** for the event(s) listed below:

Event: 2020 SUMMER CONCERT

Date: FRIDAY, AUGUST 28, 2020

Location: CARTERET PARK (CORNER OF CARTERET AND CYRESS)

Time: 7:00 PM - 9:00 PM

Entertainment: Skeeter Pains – Bona fide County with Tribute to Johnny Cash

Price: \$ 900

In performance of the obligations set forth in this Confirmation, the Corporation and its employee, subcontractors, assignees and agents, shall be Independent Contractors, and under no circumstances shall the Corporation or any of its Officers, employees, subcontractor, assignees or agents be considered an employee of the Host for this event.

50% deposit due upon signing of contract with balance due day of event.

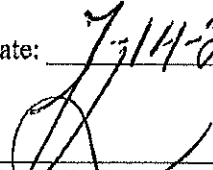
Each Party shall indemnify the other against and hold them harmless from any and all loss, claims, actions, damages, expenses (including reasonable counsel fees and costs) or liability therefore, incurred or suffered resulting from any act or omission by such party or any of its Officers, employees, agents, or guests. This agreement to indemnify includes, but is not limited to loss, claims, actions, damages and expenses due to property damage, loss of property, bodily injury, loss of life, and the failure of the Corporation to timely provide the specified Performances, at the specified time, as described herein.

Notwithstanding anything to the contrary contained herein, the aggregate amount of the Corporation's liability under this contract (included any alleged breach hereof and any damages resulting from the Corporation's service rendered hereunder) shall in no event exceed the amount actually received by the Corporation from the Host Hereunder.

Date: _____

Date: 7-14-2020

Clifford W Witmyer



Taqualla Lowman

CLIFFHANGER PRODUCTIONS, INC.

161 Park Avenue Rutherford, New Jersey 07070-2307

Phone: (201) 460-8335 Fax: (201) 460-1012

WWW.CLIFFHANGERPRODUCTIONS.COM

EVENT CONTRACT

This contract to supply entertainment between **CLIFFHANGER PRODUCTIONS, INC.** and **THE BOROUGH OF CARTERET (NJ)** for the event(s) listed below:

Event: 2020 SUMMER CONCERT

Date: FRIDAY, JULY 24, 2020

Location: CARTERET PARK (CORNER OF CARTERET AND CYRESS)

Time: 7:00 PM - 9:00 PM

Entertainment: Elvis Impersonator with DJ. Multiple Costume Changes

Price: \$ 600

In performance of the obligations set forth in this Confirmation, the Corporation and its employee, subcontractors, assignees and agents, shall be Independent Contractors, and under no circumstances shall the Corporation or any of its Officers, employees, subcontractor, assignees or agents be considered an employee of the Host for this event.

50% deposit due upon signing of contract with balance due day of event.

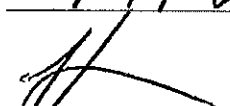
Each Party shall indemnify the other against and hold them harmless from any and all loss, claims, actions, damages, expenses (including reasonable counsel fees and costs) or liability therefore, incurred or suffered resulting from any act or omission by such party or any of its Officers, employees, agents, or guests. This agreement to indemnify includes, but is not limited to loss, claims, actions, damages and expenses due to property damage, loss of property, bodily injury, loss of life, and the failure of the Corporation to timely provide the specified Performances, at the specified time, as described herein.

Notwithstanding anything to the contrary contained herein, the aggregate amount of the Corporation's liability under this contract (included any alleged breach hereof and any damages resulting from the Corporation's service rendered hereunder) shall in no event exceed the amount actually received by the Corporation from the Host Hereunder.

Date: _____

Date: 7-14-2020

Clifford W Witmyer



Taquisha Lowman

CLIFFHANGER PRODUCTIONS, INC.

161 Park Avenue Rutherford, New Jersey 07070-2307

Phone: (201) 460-8335 Fax: (201) 460-1012

WWW.CLIFFHANGERPRODUCTIONS.COM

EVENT CONTRACT

This contract to supply entertainment between **CLIFFHANGER PRODUCTIONS, INC.** and **THE BOROUGH OF CARTERET (NJ)** for the event(s) listed below:

Event: 2020 SUMMER CONCERT

Date: FRIDAY, AUGUST 21, 2020

Location: CARTERET PARK (CORNER OF CARTERET AND CYRESS)

Time: 7:00 PM - 9:00 PM

Entertainment: James Brown / Sammy Davis Jr. Show with DJ.

Price: \$ 950

In performance of the obligations set forth in this Confirmation, the Corporation and its employee, subcontractors, assignees and agents, shall be Independent Contractors, and under no circumstances shall the Corporation or any of its Officers, employees, subcontractor, assignees or agents be considered an employee of the Host for this event.

50% deposit due upon signing of contract with balance due day of event.

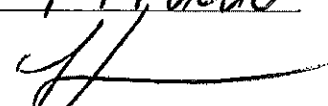
Each Party shall indemnify the other against and hold them harmless from any and all loss, claims, actions, damages, expenses (including reasonable counsel fees and costs) or liability therefore, incurred or suffered resulting from any act or omission by such party or any of its Officers, employees, agents, or guests. This agreement to indemnify includes, but is not limited to loss, claims, actions, damages and expenses due to property damage, loss of property, bodily injury, loss of life, and the failure of the Corporation to timely provide the specified Performances, at the specified time, as described herein.

Notwithstanding anything to the contrary contained herein, the aggregate amount of the Corporation's liability under this contract (included any alleged breach hereof and any damages resulting from the Corporation's service rendered hereunder) shall in no event exceed the amount actually received by the Corporation from the Host Hereunder.

Date: _____

Date: 7-14-2020

Clifford W Witmyer



Taqualla Lowman

CLIFFHANGER PRODUCTIONS, INC.

161 Park Avenue Rutherford, New Jersey 07070-2307

Phone: (201) 460-8335 Fax: (201) 460-1012

WWW.CLIFFHANGERPRODUCTIONS.COM

EVENT CONTRACT

This contract to supply entertainment between **CLIFFHANGER PRODUCTIONS, INC.** and **THE BOROUGH OF CARTERET (NJ)** for the event(s) listed below:

Event: 2020 SUMMER CONCERT

Date: FRIDAY, AUGUST 7, 2020

Location: CARTERET PARK (CORNER OF CARTERET AND CYRESS)

Time: 7:00 PM - 9:00 PM

Entertainment: Kimon and the Prophets -- 3 Piece Classic Rock

Price: \$ 700

In performance of the obligations set forth in this Confirmation, the Corporation and its employee, subcontractors, assignees and agents, shall be Independent Contractors, and under no circumstances shall the Corporation or any of its Officers, employees, subcontractor, assignees or agents be considered an employee of the Host for this event.

50% deposit due upon signing of contract with balance due day of event.

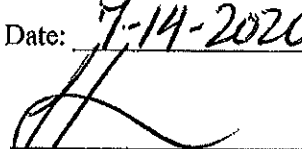
Each Party shall indemnify the other against and hold them harmless from any and all loss, claims, actions, damages, expenses (including reasonable counsel fees and costs) or liability therefore, incurred or suffered resulting from any act or omission by such party or any of its Officers, employees, agents, or guests. This agreement to indemnify includes, but is not limited to loss, claims, actions, damages and expenses due to property damage, loss of property, bodily injury, loss of life, and the failure of the Corporation to timely provide the specified Performances, at the specified time, as described herein.

Notwithstanding anything to the contrary contained herein, the aggregate amount of the Corporation's liability under this contract (included any alleged breach hereof and any damages resulting from the Corporation's service rendered hereunder) shall in no event exceed the amount actually received by the Corporation from the Host Hereunder.

Date: _____

Date: 7-14-2020

Clifford W Witmyer



Taqualla Lowman

Larry Stevens LLC

P.O. Box 324
Park Ridge, NJ 07656
201.214.0533/ LarryStevens1@yahoo.com
www.larrystevensband.com

This Agreement made on the 9th day of July 2020, between the Borough of Carteret Recreation & The Larry Stevens Duo.

Entertainment Provided: Larry Stevens Duo (Two Piece Band)

Place (Name and Address of Performance): Carteret Park

Carteret, NJ 07008

Concerts In The Park Series

Rain Location: Community Center- please provide us with the address below.

Address: _____

Contact: Taqualla Lowman-Contact Number 732-541-3806

Health and Senior Services, Recreation Program Coordinator 61 Cooke Avenue Carteret NJ 07005

Date(s): Friday July 31st, 2020

Start Time: 7:00 pm **End Time:** 9:00pm (Load in and Sound Check time between 5:30 and 6pm)

(The Duo agrees to perform between the listed start and end times discussed. (See start/end time); rain or shine/Band may have an agent on site selling merchandise, taking e-mail addresses for the sole purpose of future marketing)

Sound Equipment:

Lead Guitar Amp & PA System are supplied by performer *(Power supplied by Employer.)

Additional Terms: Food and Beverage (bottled water) will be supplied by employer unless otherwise discussed prior to engagement.

***Wage Agreed Upon:** \$ 700.00-Professional Courtesy Rate For Sound; \$ included Deposit: N/A

Total Cost: \$700.00 Balance due day of performance July 31st 2020 **COURTESY RATE FOR RECREATION!**

- A. The wages disclosed herein include all expenses Purchaser has agreed to reimburse in accordance with the attached schedule, or a schedule to be provided to Purchaser on or before date of engagement.
- B. The obligation of band to perform services hereunder is subject to proven detention by personal illness, accidents, riots, strikes, acts of God, or other legitimate conditions beyond bands control.
- C. Purchaser and Artist/Band agree that receipt of this contract and commencement of performance shall be adequate confirmation of all terms embodied in this contract and rider, and shall be binding on all parties, whether the contract is signed or not.
- D. Full Balance of guarantee is payable on demand in cash or certified check form night of engagement.
- E. If performance is cancelled due to inclement weather, payment in full is due on the date of engagement.

☒ **Employer Representative; X**

Taqualla Lowman

Date

7-17-2020

Larry Stevens Band Representative; X

Larry Stevens

Date

7-9-2020

CLIFFHANGER PRODUCTIONS, INC.

161 Park Avenue Rutherford, New Jersey 07070-2307

Phone: (201) 460-8335 Fax: (201) 460-1012

WWW.CLIFFHANGERPRODUCTIONS.COM

EVENT CONTRACT

This contract to supply entertainment between **CLIFFHANGER PRODUCTIONS, INC.** and **THE BOROUGH OF CARTERET (NJ)** for the event(s) listed below:

Event: 2020 SUMMER CONCERT

Date: FRIDAY SEPTEMBER 18, 2020

Location: CARTERET PARK (CORNER OF CARTERET AND CYPRESS)

Time: 7:00 PM - 9:00 PM

Entertainment: DUECES WILD – The Bridge50's, 60's & 70's

Price: \$ 900.00

In performance of the obligations set forth in this Confirmation, the Corporation and its employee, subcontractors, assignees and agents, shall be Independent Contractors, and under no circumstances shall the Corporation or any of its Officers, employees, subcontractor, assignees or agents be considered an employee of the Host for this event.

50% deposit due upon signing of contract with balance due day of event.

Each Party shall indemnify the other against and hold them harmless from any and all loss, claims, actions, damages, expenses (including reasonable counsel fees and costs) or liability therefore, incurred or suffered resulting from any act or omission by such party or any of its Officers, employees, agents, or guests. This agreement to indemnify includes, but is not limited to loss, claims, actions, damages and expenses due to property damage, loss of property, bodily injury, loss of life, and the failure of the Corporation to timely provide the specified Performances, at the specified time, as described herein.

Notwithstanding anything to the contrary contained herein, the aggregate amount of the Corporation's liability under this contract (included any alleged breach hereof and any damages resulting from the Corporation's service rendered hereunder) shall in no event exceed the amount actually received by the Corporation from the Host Hereunder.

Date: _____

Date: _____

Clifford W Witmyer

Taqualla Lowman

CLIFFHANGER PRODUCTIONS, INC.

161 Park Avenue Rutherford, New Jersey 07070-2307

Phone: (201) 460-8335 Fax: (201) 460-1012

WWW.CLIFFHANGERPRODUCTIONS.COM

EVENT CONTRACT

This contract to supply entertainment between **CLIFFHANGER PRODUCTIONS, INC.** and **THE BOROUGH OF CARTERET (NJ)** for the event(s) listed below:

Event: 2020 SUMMER CONCERT

Date: FRIDAY SEPTEMBER 25, 2020

Location: CARTERET PARK (CORNER OF CARTERET AND CYPRESS)

Time: 7:00 PM - 9:00 PM

Entertainment: Andrea Nies Duo — 80's pop to today's sounds

Price: \$ 750.00

In performance of the obligations set forth in this Confirmation, the Corporation and its employee, subcontractors, assignees and agents, shall be Independent Contractors, and under no circumstances shall the Corporation or any of its Officers, employees, subcontractor, assignees or agents be considered an employee of the Host for this event.

50% deposit due upon signing of contract with balance due day of event.

Each Party shall indemnify the other against and hold them harmless from any and all loss, claims, actions, damages, expenses (including reasonable counsel fees and costs) or liability therefore, incurred or suffered resulting from any act or omission by such party or any of its Officers, employees, agents, or guests. This agreement to indemnify includes, but is not limited to loss, claims, actions, damages and expenses due to property damage, loss of property, bodily injury, loss of life, and the failure of the Corporation to timely provide the specified Performances, at the specified time, as described herein.

Notwithstanding anything to the contrary contained herein, the aggregate amount of the Corporation's liability under this contract (included any alleged breach hereof and any damages resulting from the Corporation's service rendered hereunder) shall in no event exceed the amount actually received by the Corporation from the Host Hereunder.

Date: _____

Date: _____

Clifford W Witmyer

Taqualla Lowman

CLIFFHANGER PRODUCTIONS, INC.

161 Park Avenue Rutherford, New Jersey 07070-2307

Phone: (201) 460-8335 Fax: (201) 460-1012

WWW.CLIFFHANGERPRODUCTIONS.COM

EVENT CONTRACT

This contract to supply entertainment between **CLIFFHANGER PRODUCTIONS, INC.** and **THE BOROUGH OF CARTERET (NJ)** for the event(s) listed below:

Event: 2020 SUMMER/ FALL CONCERT

Date: FRIDAY OCTOBER 9, 2020

Location: CARTERET PARK (CORNER OF CARTERET AND CYPRESS)

Time: 7:00 PM - 9:00 PM

Entertainment: Fox & The Owl – Soulful hits from the 60's & 70's

Price: \$ 900.00

In performance of the obligations set forth in this Confirmation, the Corporation and its employee, subcontractors, assignees and agents, shall be Independent Contractors, and under no circumstances shall the Corporation or any of its Officers, employees, subcontractor, assignees or agents be considered an employee of the Host for this event.

50% deposit due upon signing of contract with balance due day of event.

Each Party shall indemnify the other against and hold them harmless from any and all loss, claims, actions, damages, expenses (including reasonable counsel fees and costs) or liability therefore, incurred or suffered resulting from any act or omission by such party or any of its Officers, employees, agents, or guests. This agreement to indemnify includes, but is not limited to loss, claims, actions, damages and expenses due to property damage, loss of property, bodily injury, loss of life, and the failure of the Corporation to timely provide the specified Performances, at the specified time, as described herein.

Notwithstanding anything to the contrary contained herein, the aggregate amount of the Corporation's liability under this contract (included any alleged breach hereof and any damages resulting from the Corporation's service rendered hereunder) shall in no event exceed the amount actually received by the Corporation from the Host Hereunder.

Date: _____

Date: _____

Clifford W Witmyer

Taqualla Lowman

Moonlight Mile

Rolling Stones Tribute Band

www.stonescoverband.com

INVOICE FOR LIVE PERFORMANCE

HIRER (person or company name) Carteret
Trading as (name of business and ABN) _____
of (address) _____ lowmant@carteret.net (hm/wk phone) _____
(mobile) _____ (email) _____ (fax) _____

AND Rolling Stones Tribute Band MOOLIGHT MILE

of (address) Linden, NJ (hm/wk phone) _____
(mobile) 908 578-7018 (email) _____ (fax) _____

AGREEMENT TO ENGAGE ARTIST The Hirer agrees to engage the Artist on the terms of this agreement

- 1(a) Appearing as Moonlight Mile
1(b) To Perform provide live music "and sound system" at the Carteret Waterfront Park (description of performance)
1(c) To provide the performance there will be Five (No. of) Musicians and Crew ("personnel")

PERFORMANCE VENUE AND TIME

2(a) At Carteret Park, Friday September 25th (venue and full address)
2(b) On _____ (date) or as set out in Sch. B for performance from 7:00 pm (time) to 9:00 pm (time)
or for a period of _____ (less breaks)

TRAVEL: TRANSPORT, ACCOMMODATION AND MEALS Is included in Final Total unless one of the following options completed:

3(a) The Hirer will pay a travel total of \$ _____ to cover all personnel travel, equipment transport, personnel accommodation and meal costs, which will be arranged by the Artist. Travel total to be paid no later than 5pm on NA (date)

3(b) The Hirer will transport all equipment and provide travel, _____ night/s accommodation per person and _____ meals per person per day for personnel. Confirmation in writing of these arrangements and all tickets, accommodation and meal vouchers to be provided by 5pm on NA (date)

CONFIRMATION OF PERFORMANCE

A booking is not confirmed by the Artist until in receipt of signed contract. The Hirer agrees to confirm performance by returned signed copy of the contract (via mail or fax) at least 7 days before the performance date.

CANCELLATION OF PERFORMANCE

The performance may only be cancelled by written notice received by the other party, no less than 7 days 14 days 21 days or 28 days before the performance date/s at clause 2(b). (Circle appropriate choice).

Deposit and any incurred travel costs are not refundable in the event of cancellation. If any performance is cancelled without proper written notice; if no cancellation period is specified above; or the performance is confirmed within the cancellation period specified; the performance stands as confirmed and the full Final Total payable immediately by the Hirer in the event of a cancellation. (The Artist may cancel at any time if unable to perform due to sickness, injury, transport problems, weather conditions or anything beyond their control, and is not liable to repay any amounts paid by the Hirer prior to the Artist cancelling).

PAYMENT

Final Total: \$ \$1200.00 (per performance)
Deposit of \$ 0 to be paid by 5pm on after performance (date) and otherwise as set out in the payment clause

AND _____ percentage of gross door takings or _____ % to be paid as specified in the payment clause.

Check to be made out to: Dave Lospinoso

SIGNED _____ (Hirer) _____ / _____ / 20 _____
by or on behalf of PRINT NAME SIGNATURE DATE

(The signatory of the Hirer warrants that they have authority to enter this agreement on behalf of the Hirer)

SIGNED _____ (Artist) Dave Lospinoso / 9-15 / 20 20
by or on behalf of PRINT NAME SIGNATURE DATE