



The City of Princeton
705 2nd St N
Princeton, MN 55371

Performance Agreement

City of Princeton

The Performance Agreement, hereinafter referred to as "Agreement", is entered into and made effective as March 16th, 2022 and between Wenger Entertainment ("Agent") and City of Princeton ("Purchaser") is for the services of Decades Band ("Artist") for the performance described below. The undersigned Purchaser and the undersigned Agent agree as follows:

1. Purchaser:

- a. Name of Purchaser: Heather Brooks, Community Development Manager, City of Princeton
- b. Contact Phone/Email: 763-389-2040 / hbrooks@princetonmn.org

2. Artist:

- a. Name of Artist/Group: Phil Schoenecker / Decade Band
- b. Agent: Wenger Entertainment
- c. Band Contact: Phil Schoenecker / thejagg@hotmail.com
- d. Additional band contact: Eugene Wenger / 651-484-2095 / wenger_entertainment@yahoo.com

3. Performance:

- a. Address of Performance: Riverside Park, 300 N Rum River Dr, Princeton, MN 55371
- b. Date of Performance: Friday, June 10th, 2022
- c. Time(s) of Performance: 4:00pm – 7:00pm
- d. Load in/Set Up Time: No earlier than 1:00 pm
- e. Sound System will be provided by Artist and/or Agent.
- f. Performance Fee: \$850.00 USD in certified check made payable to "Phil Schoenecker" and paid in full prior to the Performance or promptly following the Performance. Artist will pay necessary fees for sound equipment.

4. **Cancellation:** In the event of inclement weather, or in the event of unforeseen non-weather issues that would prohibit the Performance from occurring, the Purchaser will contact the Artist no later than 12:00pm on the day of the Performance to cancel or reschedule the Performance. If no prior cancellation has been made, the Artist has arrived at the venue, and inclement weather prevents the Artist from beginning or finishing the Performance, the Artist is entitled to the full contract compensation.

5. **Force Majeure:** Neither the Artist nor the Purchaser will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the reasonable control of the Artist and the Purchaser.

6. **Indemnification:** Artist agrees to indemnify, defend and hold the City of Princeton harmless from and against all claims, costs or liabilities for damage or injury to Artist or the property of Artist during the Performance.
7. **Event Photo and Video Use:** Artist grants the Purchaser the right to photograph and video record the Artist at any time during the Performance, and to use the Artist's image or video footage for promotional materials.
8. **Independent Contractor:** Artist is an independent contractor and will control the manner and means of the Performance. Purchaser will control the scheduling of the Performance. Artist is not an employee of the Purchaser. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Artist will enter other similar agreements with other purchasers.
9. **Entire Agreement:** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding except to the extent incorporated in this Agreement.

X 

Phil Schoenecker
Artist



Date

X

Thomas Walker, Mayor
City of Princeton

Date