

Michelle Hayes

From: bryan@roughhouserox.com
Sent: Monday, April 29, 2024 6:27 PM
To: Michelle Hayes
Subject: Re: FW: Rough House
Attachments: new stacy contract.doc

Hey Michelle

This works except the publishing rights of covered materiel.

Cover/variety bands are not required to be part of ascap publishing or any other publishing company over materiel played on a given evening.

Ive never seen that brought up in any contract we've dealt with from clubs to festivals. I fixed the other issues, let me know if this works.

Thanks much

Bryan Erickson

On 2024-04-29 09:19, Michelle Hayes wrote:

> Hi Bryan,
>
> Our attorney had some items he is suggesting for us to add to your
> contract. Can you please review these items and let us know if you
> agree to these changes? If so, can you please either update the
> contract and resend, or we can update it for you and send it over for
> your signatures? This will be on the city council agenda for May for
> them to review the contract before signing.
>
> Thank you!
>
> Michelle Hayes
>
> City of Stacy - Finance Director
>
> From: James Monge <JMonge@ck-law.com>
> Sent: Monday, April 29, 2024 11:09 AM
> To: 'Michelle Hayes' <michellehayes@stacymn.org>
> Cc: cityclerk@stacymn.org; 'Angie Comstock'
> <deputycityclerk@stacymn.org>
> Subject: RE: Rough House
>
> Hi Michelle,
>
> I've attached my redlines and comments.

>
> James J. Mongé III
>
> Attorney
> CAMPBELL KNUTSON, P.A.
> Grand Oak Office Center I
>
> 860 Blue Gentian Road, Suite 290
> Eagan, MN 55121
>
> Phone: (651) 234-6201 • Fax: (651) 234-6237 jmonge@ck-law.com •
> www.ck-law.com [1]
>
> From: Michelle Hayes <michellehayes@stacymn.org>
> Sent: Monday, April 29, 2024 9:38 AM
> To: James Monge <JMonge@ck-law.com>
> Cc: cityclerk@stacymn.org; 'Angie Comstock'
> <deputycityclerk@stacymn.org>
> Subject: FW: Rough House
>
> Hi James, Super simple contract today, but is a contract none the
> same. Can you please review and let us know if you have any issues?
> Tanya and Angie, Please add this to the May council m
>
> sophospsmartbannerend
>
> Hi James,
>
> Super simple contract today, but is a contract none the same. Can you
> please review and let us know if you have any issues?
>
> Tanya and Angie,
>
> Please add this to the May council meeting under the attorney once he
> reviews it.
>
> Michelle Hayes
>
> City of Stacy - Finance Director
>
> From: Stacy Wine & Spirits <stacywinespirits@stacymn.org>
> Sent: Monday, April 29, 2024 9:31 AM
> To: Michelle Hayes <michellehayes@stacymn.org>
> Subject: Fwd: Rough House
>
> Good morning,

>
> Here's the contract for the band for Stacy Daze. I approve the
> dollar amount and all.
>
> Thanks,
>
> Rod
>
> ----- Forwarded message -----
> From: <bryan@roughhouserox.com>
> Date: Sun, Apr 28, 2024 at 1:34 PM
> Subject: Re: Rough House
> To: Stacy Wine & Spirits <stacywinespirits@stacymn.org>
>
> Sent last years
> Here is new one. Unbelievable..
>
> On 2024-04-26 07:15, Stacy Wine & Spirits wrote:
>> Hi Brian,
>> Could you please adjust the date to August 2nd? The 3rd is
>> Saturday.
>> Thanks,
>> Rod
>>
>> On Thu, Apr 25, 2024 at 5:33 PM <bryan@roughhouserox.com> wrote:
>>
>>> Hey Rod
>>> here is the contract,promo also w9.
>>> Thanks brother
>>> Bryan
>
> Links:
> -----
> [1] <http://www.ck-law.com/>

Live Performance Contract

Rough House Band
(612) 987-6828 / (612) 670-3771
www.roughhouserox.com

THIS PERFORMANCE CONTRACT is made and entered into as of April 25 2024 by and between Stacy Wine and Spirits Rod Olson ("Purchaser's"), and the musical entertainment group Rough House (Musician's).

1. ENGAGEMENT The Purchaser hereby engages Musician to render a musical performance.

2. LOCATION OF PERFORMANCE The Performance will take place at the following Location: Stacy MN.

3. DATE AND TIME OF PERFORMANCE The day and date of the Performance is Friday August 2nd 2024.. The music will start at 830pm to midnight. Two 90 minute sets with a 30 minute break in the middle.

4. PAYMENT In full consideration for all services rendered by Musician at the Performance, Purchaser's agree to make payment of base fee \$1800.00 for the performance to Rough House Rox(musician). Write check out to Rough House.

Weather issues: Full payment to the band day of the show "rain or shine" or indoor if possible.

5. Production and lighting provided by purchaser.

6. Musicians are responsible for obtaining any permission, rights, or licenses that may be necessary to perform music at events sponsored by Purchaser. By signing this Contract the Musicians hereby agree that they have the proper permission, right, or license to perform the music and agree to indemnify the Purchaser from any claim of infringement by an artist or performing rights agency.

7. Musicians agree the Purchaser may use Musicians' name, pictures, photographs, and other likenesses in connection with advertising and publicizing the engagement hereunder. The Purchaser's right to use the Musicians' name, pictures, photographs, and other likenesses begins with execution of this Contract and terminates upon the date of cancellation of engagement or completion thereof.

8. Either party to this Contract may refuse or terminate the performance due to violation of any law or regulation by the other party, or a situation that the party reasonably believes may be hazardous to any person or property. If the Purchaser cancels Musicians' performance without good cause, the maximum recovery by Musicians will be the total amount of compensation authorized under Section 4. "Good cause" shall include, but not be limited to, failure of Musicians to comply with the provisions of this Contract, riots or other similar actions which threaten personal safety, and inclement weather or other acts of God. The Purchaser may, but is not obligated to, relocate or reschedule any performance that, for any reason, cannot be held as provided for in this Contract.

9. Purchaser will not be responsible for equipment left at the performance site after the performance.

10. This Contract shall be governed and construed in accordance with the laws of the State of Minnesota. This Contract constitutes the entire agreement between the parties.

Commented [JM1]: Can we get a clearer location of the performance like and address where the performance will occur?

PURCHASER:

(Signature of Authorized Representative's of establishments)

(Printed Name's)

Date

MUSICIAN:
Rough House Band

Micheal James Torok & Bryan Erickson

12-13-2023

Mike Torok musician

Date

Live Performance Contract

Rough House Band

(612) 987-6828 / (612) 670-3771

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1. ENGAGEMENT The Purchaser hereby engages Musician to render a musical performance.

2. LOCATION OF PERFORMANCE The Performance will take place at the following Location:
Stacy Sports Grill Stacy MN.

3. DATE AND TIME OF PERFORMANCE The day and date of the Performance is Friday, August 2nd, 2024. The music will start at 830pm to midnight. Two 90 minute sets with a 30 minute break in the middle.

4. PAYMENT In full consideration for all services rendered by Musician at the Performance, Purchaser's agree to make payment of base fee \$1800.00 for the performance to Rough House Rox(musician). Write check out to Rough House.

Weather issues: Full payment to the band day of the show "rain or shine" or indoor if possible.

5. Production and lighting provided by Rough House.

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9. This Contract shall be governed and construed in accordance with the laws of the State of Minnesota. This Contract constitutes the entire agreement between the parties.

PURCHASER:

(Signature of Authorized Representative's of establishments)

(Printed Name's)

Date

MUSICIAN:
Rough House Band

Micheal James Torok & Bryan Erickson

4-25-2024

Mike Torok musician

Date
