

AGREEMENT FOR STAGE AND AUDIO SERVICES
FOR PLEASANTVILLE MUSIC FESTIVAL

This Stage and Audio Services Agreement (the "Agreement") is made effective this ____ day of April __, 2023 (the "Effective Date") by and between the Village of Pleasantville, 80 Wheeler Avenue, Pleasantville, NY 10570 (the "Village"), and Empire AV LLC (Empire), of 14 Forge Hill Road, New Windsor, NY, 12553, together, the "Parties".

- I. DESCRIPTION OF SERVICES. On Saturday and Sunday, July 7-8, 2023 (the "Performance Date"), Empire will provide the stage and audio services set forth in the Exhibit "A" attached hereto (collectively, the "Services") to take place at Parkway Field, Pleasantville, New York (the "Site") between the hours shall be 10:00 a.m. and 10:00p.m. on July 7 and between the hours of 12:00 p.m. and 9:30 p.m. on July 8. The services shall include delivery, set-up and break-down of all stages, equipment and services set forth in Exhibit "A", including all required labor and transportation.
- II. START TIME. Empire shall arrive at the Site no later than 9:00 am on July 7th, in order to begin set up of the stages and sound system. Completion of the stages and sound check shall be completed by no later than 11:00 a.m. on July 8th.
- III. SOUND CHECKS AND SCHEDULE. Empire shall conduct soundchecks and provide services starting at 11:00 a.m. on July 8th. Delivery of equipment to the Site shall be provided and installation shall begin on July 7th at 10:00 a.m. and loadout of equipment shall begin at 9:30 p.m. on July 8th and be completed as soon thereafter as possible. Other scheduling to be set at a later date.
- IV. PAYMENT. The Village shall pay compensation to Empire for the delivery of the stages and audio services in the amount of Thirty One Thousand Two Hundred and Fifty Dollars (\$31,250.00). A deposit in the amount of Fifteen Thousand Six Hundred Twenty Five Dollars (\$15,625.00) shall be paid to Empire by the Village no later than May 8, 2023. The balance of Fifteen Thousand Six Hundred Twenty Five Dollars (\$15,625.00) shall be paid upon completion of the stage and audio Services on July 8, 2023 by the Village, or at the option of Empire, by electronic funds transfer on the next business banking day following the Performance Date.
- V. COMPLIANCE WITH REQUEST FOR PROPOSAL (RFP) for PROFESSIONAL MUSIC AND FESTIVAL STAGE SERVICES. Empire shall comply with the terms and conditions set forth in the Request for Proposals (RFP) for Professional Music Festival Stage Services, which are hereby incorporated herein, including but not limited to providing all required certificates of insurance and all indemnification obligations. To the extent there is any conflict between the terms and conditions in this Agreement and the requirements in the Request for Proposals (RFP) for Professional Music Festival Stage Services, the terms of the Request for Proposals (RFP) for Professional Music Festival Stage Services shall govern.
- V. CANCELLATION POLICY. Any cancellation made by the Village with less than 48-hour notice prior to the Performance Date will result in full payment by the Village to

Empire. Any cancellation made by the Village one week to 72-hour notice prior to the Performance Date will result in 50% payment by the Village to Empire.

- VI. TERM. The Parties agree that this Agreement shall commence upon the above Effective Date, and shall terminate upon the completion of the Services and payment by the Village to Empire as specified under paragraph "IV" above.
- VII. RELATIONSHIP OF PARTIES. It is understood by the Parties that Empire is an independent contractor with respect to the Village, and not an employee of the Village. Empire agrees to supply the Village with a W-9 for TLPC tax reporting purposes.
- VIII. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by cause beyond either Party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party involving this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.
- IX. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the Parties will resolve the dispute by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
- X. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
- XI. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XII. AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by both Parties.

XIII. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York.

XIV. NOTICE. Any notice or communications required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to each other address as one Party may have furnished to the other in writing.

XV. WAIVER OF CONSENT. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XVI. ASSISGNMENT. Neither Party may assign or transfer this Agreement without the prior written consent of the non-assigning Party.

XVII. SIGNATORIES. This Agreement shall be signed by Eric Morrissey, Village Manager, on behalf of the Village, and Charlie Schunk, on behalf of Empire AV, LLC. This Agreement is effective as of the date first above written.

The Village of Pleasantville

For Empire AV, LLC

Eric Morrissey, Village Manager

Charlie Schunk, President

EXHIBIT A

EAV PROPOSAL FOR
PLEASANTVILLE MUSIC FESTIVAL