



PERFORMANCE CONTRACT

THIS AGREEMENT is entered into between "American English" (hereinafter referred to jointly and severally as the "Artist") and Eric Suszynski AKA "Michaels" 773-582-9102 as representative and hereinafter person or persons referred to as the "Purchaser") "Taste of Orland Park" 147th S. Ravinia Drive Orland park, IL. 60462 / Patty Vlazy (708) 403-6145 for the personal services of the Artist for the engagement described below, made this date of February 12th 2014

1. Name and address of venue for Engagement: "Taste of Orland Park" 147th & Ravinia Drive, Orland Park.
2. Date of the Engagement: Sunday August 3rd 2013
3. Performance Time: 7 PM till 9 PM
4. Type of Engagement (i.e., Concert Setting, Public, Private, Corporate, Festival)
5. Show Detail: Each night: One 120 Minute set non- stop

Contract Price: \$5,000.00 Five Thousand Dollars, Flat Guarantee, Rain , Shine, or any Inclement Weather. All attachments are a binding part of this agreement.

(a. 50% Deposit required and balance due immediately after performance)

Signed Contract must be returned within 30 days to insure your date.

Deposit \_\_\_\_\_ Check # \_\_\_\_\_ Date \_\_\_\_\_

(b. CHECKS should be made payable to (AMERICAN ENGLISH) Money orders not acceptable

Send Payment to: American English  
4148 W. 82nd Street  
Chicago IL. 60652

(c. Other Payment Structure to be made as follows and agreed to by the Artist:

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7. Sound System with qualified operator to be supplied by:

Purchaser's  Artist  Not Applicable

8. Light System with qualified operator to be supplied by:

Purchaser's  Artist  Not Applicable

9. Stage Purchaser's

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American English  
4148 W. 82nd St.  
Chicago, IL 60652  
773-582-9102

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### PERFORMANCE CONTRACT

10.) **NON-CANCELLATION:** It is understood and agreed by and between the parties that this Agreement is binding and fully enforceable. If this Agreement is canceled for ANY reason (including inclement weather or any other act of God) or by the Purchaser, the Purchaser's deposit, if any, shall be forfeited and the Artist shall be entitled to full compensation. Such forfeiture shall not waive or preclude the Artist from pursuing any other remedy in law or equity for the recovery of any monies due to the Artist. If this engagement is canceled by the Artist for any reason, the Artist or Agent shall replace the Artist with a comparable Artist mutually agreed upon by the parties. In the alternative, the Artist will refund the Purchaser's deposit, if any.

11.) **NON-DISCLOSURE:** When signing this agreement you are agreeing to a non-disclosure of your pricing with American English by law. Should American English be forced to perform for less money because this clause was broken by signatories client would be responsible to make up the difference in pricing. This is for the benefit of all concerned.

12.) **PROMOTIONS FOR THE EVENT:** The Client will only use current promo of the band. This is available through the band or their website americanenglish.com. Nothing prior to 2013 can or should be used.

13.) **RETURNED FUNDS:** The parties agree and understand that any funds or negotiable that are received by the BUYER(S), (other than cash or other forms of certified funds) that are returned to the Seller for any reason, including, but not limited to: insufficient funds, stop payment, shall result in the Buyer(s) and their respective signatories being responsible and obligated for any and all costs and fees including attorney's fees, associated with the collection of these funds. All disputes to be decided by the Court's of Cook County in Chicago.

14.) Under no circumstances is an opening act or DJ's to perform or play "Beatle" or "Post Beatle" songs without the consent of

band leader Eric (AKA MICHAELS) Suszynski. (American English)

All Technical Questions shall be made to Production Manager for American English, Zachary Mishur

708-259-0210 zgm6763@yahoo.com

ANY ATTACHMENTS, RIDERS, OR ADDENDA ARE BINDING AND HEREBY INCORPORATED AS PART OF THIS AGREEMENT

X \_\_\_\_\_ By: X \_\_\_\_\_  
Print Purchaser's Name For American English (Date)

X \_\_\_\_\_  
Signature of Purchaser (Date)

Street Address City State Zip Code

## American English Contract Rider

The following rider is in adjunct to the contractual agreement with the purchaser. This rider has been designed to accommodate a professional and enjoyable performance, the safety and overall comfort to all of those involved, and to answer any questions the purchaser may have. Some substitutions are acceptable and others are not, and American English will be as flexible as possible, depending upon the nature of the event. Consent for general alterations of this rider must be approved by Eric Suszynski (773-582-9102). Consent for technical alterations must be approved by American English's production manager, Zachary Mishur 708-259-0210 zgm6763@yahoo.com or Eric Suszynski

### **A. Indemnification**

- 1) American English will not be liable for any personal injuries which may occur prior to, during, or after the performance.
- 2) American English retains the right to cancel any performance when the safety of, the talent or production crew is compromised, on the spot.

### **B. Parking, Hotel, and Transportation**

- 1) If hotel accommodations are necessary 6 to 7 non-smoking rooms shall be provided by purchaser. An additional room may be necessary we will notify client.
- 2) Parking accommodations for one full size truck, two vans, and four cars is necessary. **All parking expenses are to be paid by purchaser.**

**3) When American English is traveling by air, transportation to and from the airport, hotel, and performance venue for people with luggage and equipment must be provided. At no time will American English be responsible for transportation between any necessary points of travel. Or for the cost of luggage as they only carry show related items. (Guitars, etc.) If not, disregard (Travel by air)**

### **C. Dressing Room and Hospitality**

- 1) Purchaser will provide one large and adequately lit dressing room with one floor length mirror and 5 comfortable chairs Within 50' of the stage. **If a Performing Arts Center (or any out of town performance) a professional steamer must be provided for costumes for the band.**

2) Purchaser will provide one private lavatory exclusively for use by the band. **(Port-a- potty) for festivals or outdoor events.**

3) A private quick-change area with floor length mirror and adequate lighting within 20' to 50' of the stage must be provided when the Talent is required to accommodate a quick-change set.

4) The items listed shall be made available for consumption by the band and crew at the time of AE's crew arrival. Where applicable, food and beverages are to be adequately refrigerated:

2 cases of 12 oz. bottles of spring water  
 1 case of Diet Pepsi or Diet Coke  
 1 deli assortment with various meats, cheeses, fruits, vegetables, breads, condiments, and necessary cutlery and plateware, to accommodate 8 people for the duration of the day.  
 At the end of the event 8 hot meals are to be provided for the band and crew.

*> water and soda provided*

*N/A*

**In a festival situation, a variety of available festival foods delivered to the dressing room is acceptable, as long as a vegetarian meal is provided.**

- 5) Fifteen complimentary admissions to the event must be provided for American English's guests. **( N/A if Private or Corporate Event.)**
- 6) If American English's crew is required to move their equipment up 5 or more stairs, 4 people to assist otherwise 2 is sufficient with the load-in AND load- out must be provided by the client.

### **D. Merchandising ( N/A if it is a Private or Corporate Event)**

- 1) American English personnel shall be permitted to sell merchandise at scheduled event. 100% of proceeds shall be retained by said personnel.
- 2) Merchandise will be sold one hour prior to, during, and 30 minutes after the performance.
- 3) 2 - 6' banquet table and four chairs are to be set in designated area to accommodate merchandising.

### **E. Payments**

- 1) Payment is due at time of services rendered. Deposits are due at time of signing contract.
- 2) All checks shall be made payable to American English. Personal checks are unacceptable.

**F. Sound System Specifications**

- 1) The Sound System should be of professional quality and reputable name (EAW, Meyer, Turbosound, Nexo, EV, Clair, Crest, Crown, QSC, etc.). Additionally, the system should be capable of accurate and thorough coverage of the venue. A minimum SPL of 115 db without distortion at the mix position is required. The power rating of the amplifiers should equal at least 3 watts per person attending the event.
- 2) If it is necessary for the sound pressure level to exceed 108 dB for longer than 3 seconds at the mix position, delay stacks will be required to assist in covering the venue. In other words, if the people in the back can't hear the band, AE's engineer will not increase the volume to accommodate. Additional speakers behind and / or around the mix position and venue will be required.
- 3) The Sound System should be 3 or 4-way active and wired in stereo, assembled in a completely professional manner using high resolution studio grade cabling and connectors, and completely, wired in phase.
- 4) The System should be free of hums and buzzes at the time of AE's crew arrival; and properly grounded for safety. At no time should the overall voltage rise above 128v or fall below 110v.
- 5) The System should be available for sound check at the time of AE's arrival. At least three hours should be allotted for load-in and sound check, with the exception of a festival setting, where one hour shall be allotted to change over, if there is a support act. At no time will anyone other than the sound, lighting, production crew, and the band be permitted in the venue during soundcheck, with the exception of a festival setting.
- 6) AE's engineer reserves the right to retain all settings on the FOH console and outboard equipment, including crossovers, EQ's, and limiters. Said settings are never to be shared with support acts.
- 7) The FOH position should be located dead center on the same level as the audience. The general public should never have access to the engineer or equipment. The FOH position should never be located under a balcony or against a wall. If the venue has theater style seating, space must be allotted for the mix position. In this scenario, it may be necessary to eliminate an area designated for seating.
- 8) A communication system is required between the FOH and the stage. Clear-Com or equivalent hard-wired belt packs should be prominently located in a natural line-of-sight position on the console.
- 9) AE travels with a FOH engineer and two stage technicians. The contracted sound company will provide two competent, sober, and experienced system technicians, one to oversee the operation of the system, the other to assist the stage techs. All technical personnel shall be available during set-up, sound check, and performance.
- 10) Front-of-House Specifications are as follows:
  - Console: Midas, Soundcraft, Yamaha, Crest, Allen & Heath or equivalent, NO PEAVEY.
  - Main and spare power supply units are required.
  - Outboard Equipment: Klark or equiv. 1/3 octave EQ
  - 10 insertable gate/comps (Drawmer, BSS, DBX, etc.)
  - CD player
  - AE's engineer carries his own FX, requiring 4 aux sends and 6 channel returns
- 11) American English carries their own in-ear monitoring system. However, we ask that 2 downstage wedges and/or 2 sidefills be provided for center fill and backup purposes. These center/side fills may be sent from an aux send from the FOH console. A separate monitor mix is always preferred.

**G. Lighting Specifications**

- 1) One experienced lighting technician to deliver, assemble, and operate the lighting system is required.
- 2) Lighting should adequately illuminate all musicians on stage. Twenty-four or more PAR 56's or PAR 64's downstage and upstage will suffice. Leko's, pin spots, and 2 follow spots with operators are always appreciated.
- 3) A wide assortment of gel colors should be available.
- 4) The lighting technician should have full control over every individual light.

**H. Power**

- 1) When using American English Sound System, please provide seven separate services of 20 amps GFI circuits at the rear of the stage (when just the band is performing, two amp GFI circuits are needed.)

**I. Staging Specifications**

- 1) The staging shall be fully assembled and positioned prior to AE's arrival.
- 2) The dimensions of the stage should be 32' x 20' x 4' MINIMUM. These dimensions do not include sound wings, which should be the same height as the stage.
- 3) The stage should be level, stable, dry, and free of holes, nails, and other debris.
- 4) The front and sides of the stage should be skirted to cover the stage supports.

Attached is a stage plot and an input list. **We are extremely flexible**, but we must insist that all changes be approved by American English. We thank you for your business, and we look forward to making your event a success!!

Eric Suszynski - 773-582-9102 Cell 733-426-0050 americanenglish1@aol.com Production Manager: Zachary Mishur 708-259-0210 zgm6763@yahoo.com PRODUCTION MANAGER **MUST BE CONTACTED AT LEAST 2 WEEKS BEFORE EVENT!**

# AMERICAN ENGLISH

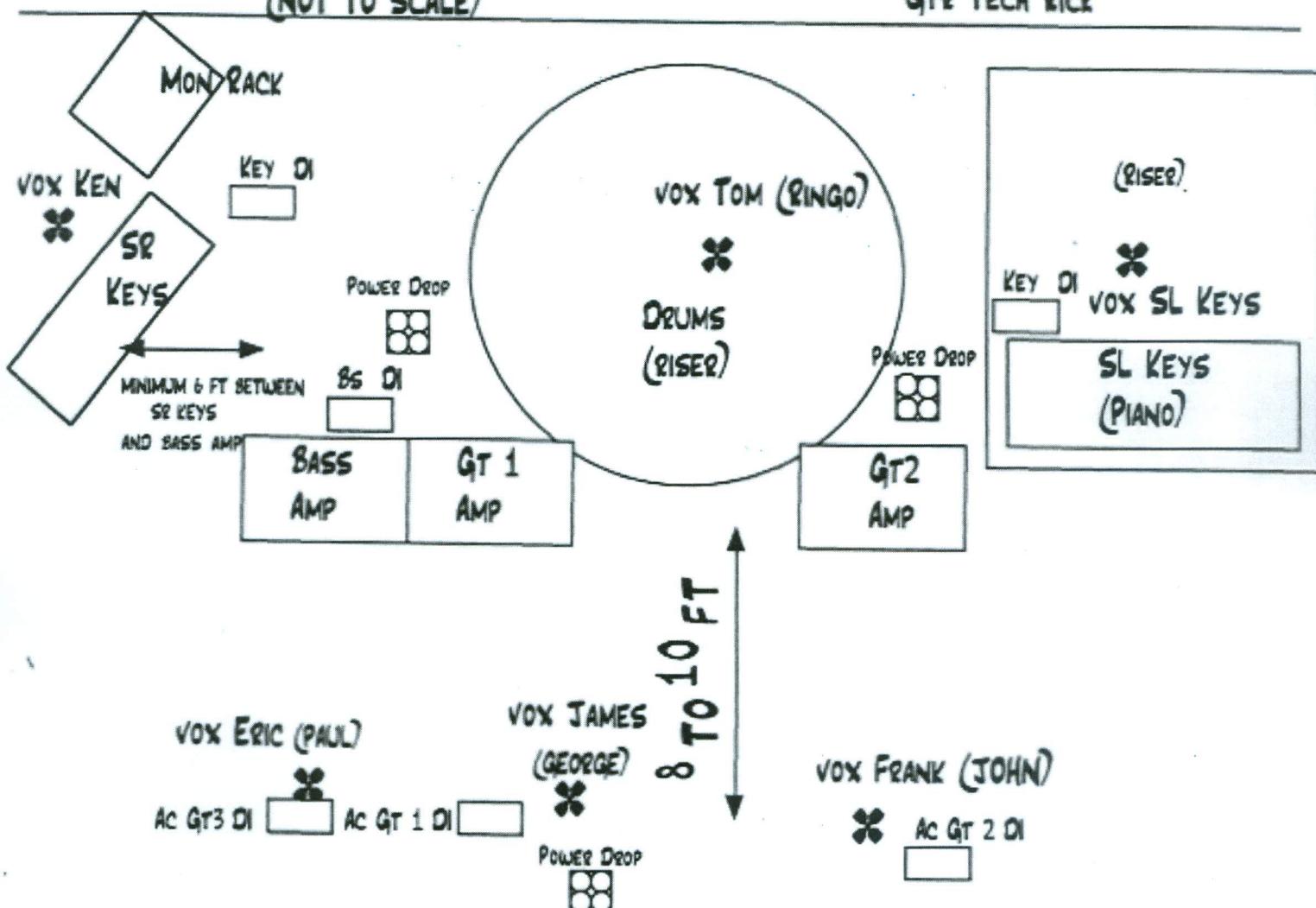
(NOT TO SCALE)

FALL/WINTER 2012

FOH/PM ZACK (708)259-0210

STAGE JESSE

GT2 TECH RICK



- 1 KICK (GATE INS)
- 2 SNARE TOP (GATE INS)
- 3 SNARE BOTTOM (GATE INS)
- 4 HI HAT
- 5 RACK TOM (GATE INS)
- 6 FLOOR TOM (GATE INS)
- 7 OVERHEAD (MONO)
- 8
- 9 BASS DI (COMP INS)
- 10 SR KEYS
- 11 SL KEYS (PIANO)

- 12 AC GT1 JAMES (GEORGE)
- 13 AC GT2 FRANK (JOHN)
- 14 EL GT1 JAMES (GEORGE)
- 15 EL GT2 FRANK (JOHN)
- 16 AC GT3 ERIC (PAUL)
- 17 VOX ERIC (PAUL) COMP INS.
- 18 VOX JAMES (GEORGE) COMP INS.
- 19 VOX FRANK (JOHN) COMP INS.
- 20 VOX SL KEYS COMP INS.
- 21 VOX TOM (RINGO) COMP INS.
- 22 VOX KEN COMP INS.

2 REVERBS A DDL AND A DUAL PITCH ON FADERS

Request for Taxpayer  
Identification Number and CertificationGive Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>ERIC SUSZYNSKI</b>	
	Business name/dispregarded entity name, if different from above <b>AMERICAN ENGLISH</b>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <b>P</b> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) <b>P</b>		
Address (number, street, and apt. or suite no.) <b>4148 W. 82<sup>nd</sup> STREET</b>		Requester's name and address (optional)
City, state, and ZIP code <b>CHICAGO IL 60652</b>		
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Employer identification number

<b>3</b>	<b>6</b>	-	<b>3</b>	<b>9</b>	<b>6</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>5</b>
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## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person <b>Eric Suszynski</b>
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Date **1-22-14**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- \* An individual who is a U.S. citizen or U.S. resident alien,
- \* A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- \* An estate (other than a foreign estate), or
- \* A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.