

RESOLUTION NO. 1547

RESOLUTION APPROVING VARIOUS CONTRACTS FOR THE 2017 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$1,849.00.

WHEREAS, the City's premier event of the year is Hoover's Hometown Days; and

WHEREAS, the fiscal year 2016-2017 budget for Hoover's Hometown Days include funding for entertainment and services for the event; and

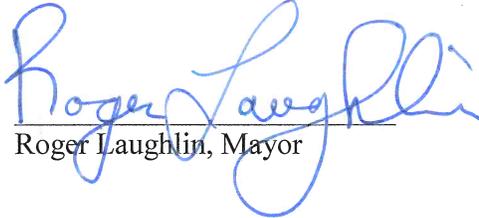
WHEREAS, three organizations have submitted proposed service agreements in the amount of \$1,849.00 to musical entertainment and golf carts for use during the event; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreements are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

* * * * *

Passed and approved this 19th day of December, 2016.



Roger Laughlin, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of December, 5th, between The City of West Branch ("City") and Brass Transit Authority (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City at the Downtown West Branch stage (the "Venue"), located at the address PO Box 218, West Branch, IA 52358.

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 stage near 105 West Downey Street, West Branch, IA 52358, on the 5th day of August, 2017, from 3:30pm to 4:30pm .

2. **Description of Show.** Live music performed by BTA
www.btacr.com

Show will last of a minimum of 60 minutes.

3. **Payment.** Compensation for the Show will be \$599 dollars, payable by check made out to Christopher Bird being the "Fee." The whole of the Fee is due immediately following the Performer's Show, but may be made earlier.

4. **Cancellation.** Cancellation may be made by City before two days prior to the time of Show. The City is unable and therefore will not pay funds if the Show is not performed for any reason.

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 the Performer, 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. **Food and Drink.** The Performer is responsible for providing all food and drink required to complete the performance.

7. **Parking.** the City will secure sufficient parking for the Performer's personnel and equipment transportation 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 Systems Check.** A sound check conducted by the Performer of Venue's sound system is required, at a time to be mutually arranged between the Performer and the City. The sound system and its operation must be supplied by the performer unless other arrangements have been made.

9. **Insurance, Security, Health, and Safety.** The Performer is required to have Proof of Insurance provided to the City at the time that this contract is signed. Insurance documents must show coverage for any and all damage to equipment as well as any personal injury that may be

incurred as a result of the scheduled Show. The City warrants that the Venue will be of sufficient size to safely conduct Show, that the 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.

10. **Indemnification.** The City indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by Show attendees. The Performer indemnifies and holds the City harmless for any claims of property or bodily injury caused by performance in the Show.

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 Iowa.

13. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to the Performer or City, as judged by the City. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed the Performer Representative warrants s/he has authority to enforceably sign this agreement for the Performer in its entirety. The below signed the City's Representative warrants s/he has authority to bind the City and Venue (above).

Signature of the Performer Representative:

Christopher Bird

The Performer's Representative typed name and title: Christopher Bird, band member

The Performer's typed name:

Brass Transit Authority

The City's Representative Signature:

Roger Laughlin

The City's Representative typed name and title:

ROGER LAUGHLIN

City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of Dec 8, 2016, between The City of West Branch ("City") and ThunderPigs (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City at the Village Green (the "Venue"), located at the address PO Box 218, West Branch, IA 52358.

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 Village Green Gazebo, West Branch, IA 52358, on the 4th day of August, 2017, from 5pm-5:45pm .

2. **Description of Show.** A rock show led by outstanding vocals and backed by phenomenal Musicians!

Show will last of a minimum of 45 minutes.

3. **Payment.** Compensation for the Show will be \$250 dollars, payable by check made out to Ben Colbert being the "Fee." The whole of the Fee is due immediately following the Performer's Show, but may be made earlier.

4. **Cancellation.** Cancellation may be made by City before two days prior to the time of Show. The City is unable and therefore will not pay funds if the Show is not performed for any reason.

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 the Performer, 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. **Food and Drink.** The Performer is responsible for providing all food and drink required to complete the performance.

7. **Parking.** the City will secure sufficient parking for the Performer's personnel and equipment transportation 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 Systems Check.** A sound check conducted by the Performer of Venue's sound system is required, at a time to be mutually arranged between the Performer and the City. The sound system and its operation must be supplied by the performer unless other arrangements have been made.

9. **Insurance, Security, Health, and Safety.** The City does will not provide insurance for The Performer. The Performer assumes all liability for any and all damage to equipment as well as any personal injury that may be incurred as a result of the scheduled Show. The City warrants

that the Venue will be of sufficient size to safely conduct Show, that the 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.

10. **Indemnification.** The City indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by Show attendees. The Performer indemnifies and holds the City harmless for any claims of property or bodily injury caused by performance in the Show.

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 Iowa.

13. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to the Performer or City, as judged by the City. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed the Performer Representative warrants s/he has authority to enforceably sign this agreement for the Performer in its entirety. The below signed the City's Representative warrants s/he has authority to bind the City and Venue (above).

Signature of the Performer Representative: Michael Colbert

The Performer's Representative typed name and title: Michael Colbert

The Performer's typed name: Thunder Pigs

The City's Representative Signature: Roger Laughlin

The City's Representative typed name and title: ROGER LAUGHLIN

YOTTYS GOLF CARS

SALES, SERVICE & LEASE

501 B AVE. P.O. BOX 1201 KALONA, IOWA 52247 (319) 656-2512

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YOTTYS GOLF CARS

CONTRACT FOR SPECIAL EVENT RENTALS

This agreement, made and entered into and executed by and between, Yotty Golf Cars, hereinafter called the "Lessor", and City of West Branch hereinafter called the "Lessee".
Hoover Home Town Days

I Hoover Home Town Days (Print Name) _____ hereby agree to the terms of this contract with Lessor of Kalona, Iowa.

RENTALS- The term of this contract is for the lease of said number of car(s) 10.
 For the length of time from pick-up date of Aug 9 and returned date of Aug 5.
 Total number of days 2.

PAYMENT- The Lessee agrees to pay set amount for rental in amount of \$100⁰⁰/car upon return of car(s) to the Lessor. A deposit or a credit card authorization is required.

CONDITIONS- The Lessee is responsible for all public liability and property damage. Lessee is to return the car in the same condition as which it was picked up. If the car is damaged or stolen and not returned as said above, the Lessee will pay for the car(s) at this set amount \$5000⁰⁰ per each car.

The Lessor is not liable or responsible for any actions, accidents or damage done while the car(s) is in the Lessee's possession.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON:

12/6/16

Date
 Yotty's Golf Cars Sales & Service

Lessor
[Signature]
 Name & Title

Witness

12-19-16

Date
Roger Laughlin

Lessee
MAYOR - ROGER LAUGHLIN
 Name & Title

Jeshe Buck
 Witness

*10 cars total
 2 utility cars
 4-6-16 pass
 Rest 4 pass cars*