

RESOLUTION NO. 1554

RESOLUTION APPROVING THREE CONTRACTS FOR THE 2017 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$7,350.00.

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 includes funding for entertainment and services for the event; and

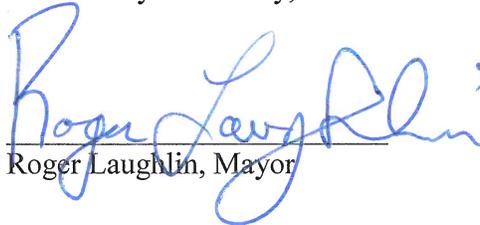
WHEREAS, three organizations have submitted proposed service agreements in the amount of \$7,350.00 to provide musical entertainment and photo booth services for use during the event; and

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 17th day of January, 2017.



Roger Laughlin, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk



**CEDAR RAPIDS
MUNICIPAL BAND**

www.crmuniband.org

2721 Franklin Avenue NE
Cedar Rapids, IA 52402

**CEDAR RAPIDS
BAND COMMISSION**

Robert Sadilek,
Chairman
Janice Cummings
Scott Haney
Jared Hills
Susan Millar
Amy Sams
Robert Sternowski

Steve Shanley,
Music Director

Scott Haney,
Business Manager

Heidi Haney,
Personnel Manager

Amy Sams,
Librarian

Larry Klima,
Drayage

Justin Comer,
Sound

Robert Scott Haney
Business Manager
2721 Franklin Ave NE
Cedar Rapids, IA
319-431-9649 cell

Contract with City of West Branch 2017

Nick Shimmin
PO Box 460
West Branch, IA 52358

Performance Date: Hoover's Hometown Days – August 5, 2017

Hoover's Hometown Days will provide:

1. The band shell and chairs. Suitable for 65 musicians.
2. Will provide for the band's electrical needs.
3. Parking availability for a band trailer and a van.
4. Sound reinforcement if available at the site. (CRMB will have its own sound crew, but if equipment is on site, we prefer to use that to avoid long setup times.)

Cedar Rapids Municipal Band will provide:

1. One and a half hours of music featuring patriotic selections and crowd favorites. The patriotic selections will be coordinated with fireworks.
2. Music stands
3. A sound technician and sound reinforcement if not available at the site.

Cost to Hoover's Hometown Days will be \$5,500.00 to be paid to the Cedar Rapids Municipal Band.

Group Representative, City of West Branch

1-17-17
Date

Robert Scott Haney, Business Manager

Date



Hawkeye Photo Booths

607 Isett Ave.
Wapello, Ia. 52653
(319) 929-2326

www.hawkeyephoto booths.com

OUR COMPANY IS FULLY INSURED

Contract for Photo Booth services
Fill out completely, sign and return

CONTRACT:

Name: CITY OF WEST BRANCH Location: _____
Event Date: 8-05-2017 Address: _____
Occasion: HHTD City: WEST BRANCH Zip: 52358
Time Frame: 4:00 PM - 8:00 PM Phone: 319-643-2633
CELL³¹⁹ 430-2246

Fee agreed upon is: **\$450.00 for up to three hours**

Payment in full due: 4 weeks before event
Non-Refundable Deposit: \$200

PACKAGE INCLUDES:

Unlimited pictures, onsite attendant, photos emailed to you, prop box, unlimited photos B&W or color prints, logo, choice of background.

This is a contract between Hawkeye Photo Booths, LLC and Customer to provide Photo Booth Services pursuant to the above listed parameters. The Performance Fee is to be paid in full by Customer no later than the end time stated above. By signing this contract the customer agrees that on the date of the event it shall be liable for any damage/theft to the equipment, gear, or injury to Hawkeye Photo Booths, LLC, their agents or employees. Customer recognizes this document as a legal and binding contract in the State of Iowa. Customer agrees to defend, indemnify, and hold harmless Hawkeye Photo Booths, LLC their agents and employees from and against any claims arising from Hawkeye Photo Booths, LLC performance under this agreement. All images taken by Hawkeye Photo Booths, LLC become property of Hawkeye Photo Booths, LLC and unless written in this contract can be used for promotional material. The photo booth will arrive 1/2 hour prior to contracted start time. If you need it there earlier in the day the cost is \$50 (\$125 max) for every preceding hour. Cancellation of an event will result in the following: forfeit of deposit.

PO Box 218 WEST BRANCH IA 52358
Address City State Zip
Roger Laughlin 1-17-17
Signature Date Phone Email

Dandelion Stompers Booking Agreement

This contract, entered into on this 6th day of January 2017, is for the personal services of the Musicians for the performance described below. The undersigned employer and the undersigned musicians agree and contract as follows:

1. Name of Band: Dandelion Stompers (Hereinafter "Musicians")
2. Event Sponsors: West Branch Park and Recreation (Hereinafter "Client")
3. Name of Event: Hoover's Hometown Days
4. Name and Address of Place of Performance: Village Green park, Main and Parkside West Branch, IA
5. Date of Performance: August 4th, 2017
6. Time of Performance: 6:00-8:00pm
7. Guaranteed Wage Agreed Upon: \$1400.00
8. Deposit: \$350.00; Refundable up to 30 days prior to the event. Note: If a rain location is available, the Musicians will waive the deposit.
9. Balance of \$1050.00 (or remaining amount) made in U.S. currency or check at end of performance.
10. If the Client cancels the event within 30 days of the performance date, the deposit is forfeited.
11. If the Musicians do not play as provided above, the Booking Agreement is terminated and the Musicians will not be paid. Any deposit will be returned.
12. Additional Terms:
 - a. The Musicians will provide and operate all sound equipment.
 - b. The Musicians will finish load-in and sound check by 5:30pm.
 - c. The Musicians will take no more than one 15-minute break during the performance.

(Payment to be made to:
Christopher Clark (or Clark Operatic)
101 Amhurst St. Iowa City, IA 52245
Ph:319-321-0758.)

The Employer agrees to be responsible for harm, loss, or damage of any kind to Musician(s) person or property while located at the place of performance (Section 4 herein). The persons signing for Employer and the Musicians agree to be personally, jointly and severally liable for the terms of this contract.

Roger Laughlin
Employer (signature)
ROGER LAUGHLIN
Employer name (printed)

Christopher Clark VC/17
Band Representative (signature)
Christopher Clark
Band Representative (printed)