

RESOLUTION NO. 1590

RESOLUTION APPROVING AN AGREEMENT FOR THE 2017 HOOVER'S HOMETOWN DAYS CELEBRATION.

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

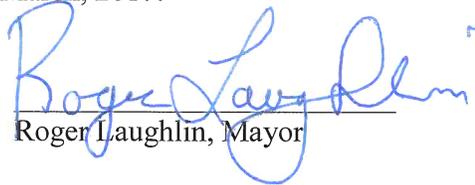
WHEREAS, the fiscal year 2016-2017 and fiscal year 2017-2018 budgets for Hoover's Hometown Days include funding for entertainment and services for the event; and

WHEREAS, a proposed service agreement in the amount of \$1,000.00 for FunkDaddies is hereby presented for consideration by the City Council; and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 20th day of March, 2017.

  
\_\_\_\_\_  
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 March, 2017, between The City of West Branch ("City") and **FunkDaddies** (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City at Hoover Hometown Days (the "Venue"), located at the address downtown Main Stage.

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 address Hoover Hometown Days Main Stage, on the 5th day of August, 2017, from 2 pm to 3 pm.
2. **Description of Show.** Hoover Hometown Days outdoor concert.

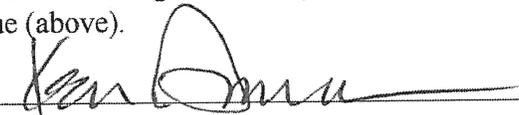
Show will last of a minimum of 60 minutes.

3. **Payment.** Compensation for the Show will be \$1,000.00 dollars, payable by check 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. **If Show is cancelled prior to 10 am, 8/5/2017, \$500.00 will be paid. If cancelled after 10 am, 8/5/2017, full payment will be due. KD**
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 parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, in which case a new Agreement reflecting this will be signed by the parties. **KD**
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 **3 hours** prior to the show and lasting until 1 hour after the show. **KD**
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. **Performer must have sufficient time to set up and sound check. KD**
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 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).

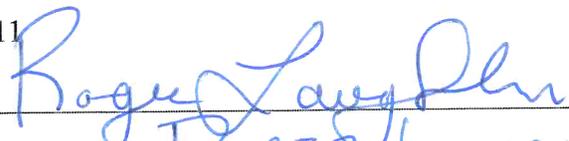
Signature of the Performer Representative: 

Performer's Representative printed name and title: Ken Duncan. Leader

Performer's printed name: FunkDaddies

Performer's Address: 2001 Cambridge Dr., Coralville, IA 52241

Performer's Phone #: (319) 631-5111

City's Representative Signature: 

City's Representative printed name and title: ROGER LAUGHLIN-MAYOR