

RESOLUTION NO. 1596

RESOLUTION APPROVING AN AGREEMENT FOR THE MUSIC ON THE GREEN CONCERT SERIES.

WHEREAS, one of the City's premier events of the year is the Music on the Green Concert Series; and

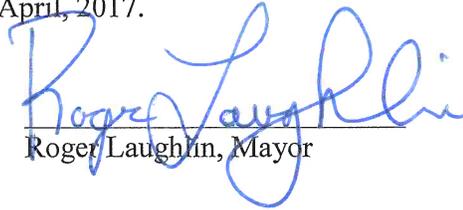
WHEREAS, the fiscal year 2016-2017 and fiscal year 2017-2018 budgets for community and development include funding for entertainment; and

WHEREAS, a proposed service agreement in the amount of \$500.00 for The Feralings is hereby presented for consideration by the City Council; 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 3rd day of April, 2017.


Roger Laughlin, Mayor

ATTEST:


Gordon Edgar, Deputy City Clerk

City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of March 19, 2017, between The City of West Branch ("City") and The Feralings (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City at Village Green (the "Venue"), located at the address Main St. & Parkside.

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 Main St. & Parkside, on the 20th day of July, 2017, from 7pm to 8pm.

2. **Description of Show.** One hour of music. Performer to provide PA system, and will set-up and break down all equipment.

Show will last of a minimum of 60 minutes.

3. **Payment.** Compensation for the Show will be \$500 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. 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.

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.

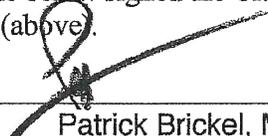
10. **Indemnification.** The City indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by Show attendees. The Performer indemnifies and holds the City harmless for any claims of property or bodily injury caused by performance in the Show.

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:  _____

Patrick Brickel, Member

Performer's Representative printed name and title: _____

The Feralings

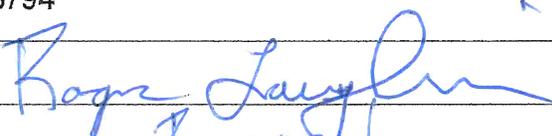
Performer's printed name: _____

230 W. 2nd St Tiffin, IA 52340

Performer's Address: _____

319-541-8794

Performer's Phone #: _____

City's Representative Signature:  _____

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

Please note: The attached W-9 must be completed and returned before Performer can be paid.