

RESOLUTION 1703

A RESOLUTION APPROVING A CONTRACT WITH EASTERN IOWA BRASS BAND FOR THE 2018 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$3,500.

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

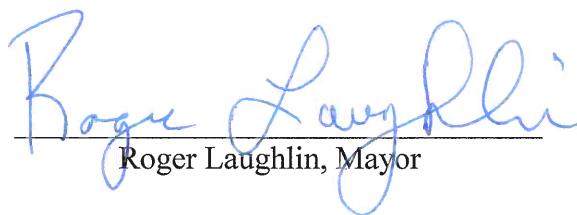
WHEREAS, the fiscal year 2017-2018 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and

WHEREAS, the Eastern Iowa Brass Band have submitted a proposed service agreements in the amount of \$3,500 to provide musical entertainment performance on stage, and will provide musical accompaniment with the Firework Display event; 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 are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

Passed and approved this 16th day of April, 2018.



Roger Laughlin, Mayor

ATTEST:



Redmond Jones II, City Administrator/Clerk

City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of March, 2018, between The City of West Branch ("City") and Eastern Iowa Brass Band (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City at Hoover's Hometown Days (the "Venue"), located at the address 210 Parkside Dr.; West Branch, IA.

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 210 Parkside Dr.; West Branch, IA, on the 4th day of August, 2018, from 8:30pm to 10:00pm.

2. **Description of Show.** Band concert/performance from 8:30pm to 9:15pm; Fireworks accompaniment from roughly 9:35pm (when sufficiently dark to show fireworks) to 10:00pm.

Show will last of a minimum of 60 minutes.

3. **Payment.** Compensation for the Show will be \$3,500 dollars, payable by check made out to Eastern Iowa Brass Band being the "Fee." The whole of the Fee is due immediately following the Performer's Show. Up to 50% of the Fee may be requested by the Performer as a deposit prior to the performance.

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 deposit of Fee will be 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. **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.

8. **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.

9. **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.

10. **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.

11. **Interpretation.** Agreement will be interpreted according to the laws of Iowa.

12. **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.

13. **Video/Photography.** The City reserves the right to record and photograph the show for use for publicity and use on the local Cable Access Channel. Attribution will be given to performers when used on the local channel.

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: Matthew Hartmann

Performer's Representative typed name and title: Matthew Hartmann - Booking Manager

Performer's typed name: Eastern Iowa Brass Band

Performer's Address: P.O. Box #3 Mount Vernon, IA 52314

Performer's Phone #: 563-271-2728

City's Representative Signature: Roger Laughlin

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

Eastern Iowa Brass Band Performance Contract

2018

Directions: Please complete the following form and return to the EIBB booking manager.

Event Information	
Sponsoring Organization	City of West Branch
Sponsor URL	Hooverdays.org
Event Name	Hoover's Hometown Days
Event Date, Time	August 4, 2018
Event Location	West Branch Public Library
Venue Google Map Location	300 N Downey St, West Branch, IA 52358
Venue name (if outdoors, fill in next line)	Hoover Stage - Hoover Presidential Library
Inclement weather location	n/a

Contact Information	Contact 1	Contact 2
Contact Person, title	Nick Shimmin	
Physical address	PO Box 460; 300 N Downey St.	
Email	nshimmin@wbpl.org	
Phone	(319)-643-2633	

Concert Information				
Desired Concert Length	1hr per concert approx.			
Intermission? Length?				
Concert Fee	\$3,500			
Transportation Fee	N/A			
Meal provided?	No			
Programming requests				
Printed program?				
Program contact person	Matt Hartmann			
Program information needed Please check the ones that apply.	<input type="checkbox"/>	Program order	<input type="checkbox"/>	Band information
	<input type="checkbox"/>	Band roster	<input type="checkbox"/>	Conductor biography
Date information needed	N/A			
Payment Notes	\$1,500 down payment, remainder of payment in is due at the end of the performance.			
Promotional Information				

Promotional activities Please check those that apply	X	Printed posters	X	Website event page
		Newspaper press release		Email notifications
	X	Newspaper advertising	X	Other (specify) – social media
Who creates materials?	Hoover's Hometown Days staff			
Additional details	Press kit is welcome if available			

Staging Information				
Requirements	Access to electrical power indoors or outdoors. An open floor 40' x 30' with adequate lighting. If outdoors, a flat surface free of gravel and mud.			
Technical contact person	Mike Coleman			
Staging	E	Chairs (40 needed)	E/H	Sound and lights
	E	Stands (50 needed)	H	Microphone(s)
	E	Podium	H	Sound shell
Large percussion (check all that sponsor can provide)	E	Timpani	E	Xylophone
	E	Bass drum	E	Vibraphone
	E	Drum set	E	Marimba
	E	Glockenspiel	E	Chimes
Notes:				

Merchandise	
Merchandise sales allowed?	Yes
Conditions for sales:	Must report total per National Park Service regulations

Signatures

Sponsor Name/Date: Boyer Laughlin 4-14-18

Booking Chair Name/Date: Matthew Hartmann 3/28/18

Return to: Matt Hartmann <u>563-271-2728</u> <u>EIBBBooking@gmail.com</u>	<p>In the event of a cancellation on the part of the host for any reason, it is agreed that the Eastern Iowa Brass Band will be notified by telephone at least four hours in advance. This is to ensure that we have ample time to contact our members who may not be travelling with the band but instead driving directly to the event themselves.</p> <p>In addition, if a bus has been chartered, the Eastern Iowa Brass Band reserves the right to pass on to the host any and all fees charged to the band by the bus company due to cancellation by the host.</p>
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