

RESOLUTION 2022-21

A RESOLUTION APPROVING AN ENTERTAINMENT CONTRACT FOR HOOVER'S HOMETOWN DAYS 2022 IN THE AMOUNT OF \$2,000.00.

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

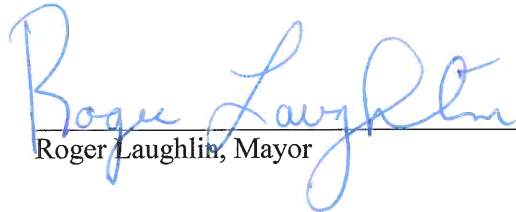
WHEREAS, the fiscal year 2022-2023 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and

WHEREAS, one organization has submitted a proposed service agreement in the amount of \$2,000.00 for The Trophy Dads performing on the Fire Department Stage; 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 7th day of March, 2022.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk

TROPHY DADS PERFORMANCE CONTRACT - HOOVER DAYS

This contract (the "Agreement") is made on this day of February 9th, between Hoover Days (the "Operator") and Trophy Dad's (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at Hoover Days (the "Venue"), located at the West Branch Fire Station.

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 West Branch Fire Station, on the 5th day of August, 2022 at 8 pm.

2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last of a minimum of 180 minutes.

3. **Payment.** Compensation for the Show will be \$2000 dollars, payable by check (made out to Matt Messenger) The Fee is due immediately prior to Band's Show, but may be made earlier.

4. **Cancellation.** If full payment is not made by the time immediately prior to Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. Cancellation may be made by Operator before two weeks prior to the time of Show, in which case the Operator will not have to pay the Fee. If Show is cancelled within two weeks of Show, Operator must pay Band's full Fee. Band may cancel at any time prior to ticket sales by Operator, in which case Band must refund Fee in its entirety.

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 Band, a 50% Fee must be paid, 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. **Band Guest Tickets.** Operator will make available to Band 5 complimentary tickets to Show for Band to use at Band's sole discretion.

7. **Food and/or Drink.** Operator will provide Band with drinks not to exceed \$100. Band will pay any remaining balance.

8. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that 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. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

9. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

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 Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

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

Signature of Band Representative: 
4D74291EC65D4B4...
Matt Messenger

Band's Representative typed name and title: Trophy Dads

Band's typed name: _____
Operator's Representative Signature: 
FF9CBB4B4961491...
Chad W Schutte

Operator's Representative typed name and title: _____

 - Mayor