

RESOLUTION 2022-33

A RESOLUTION APPROVING AN ENTERTAINMENT CONTRACT FOR
HOOVER'S HOMETOWN DAYS 2022 IN THE AMOUNT OF \$250.00.

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, the planning committee has selected the Cassie & Randy Band to perform
on Heritage Square on Saturday, August 6, 2022; and


WHEREAS, it is now necessary to approve said performance contract.

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 4th day of April, 2022.


Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk

City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of February 16, 2022, between The City of West Branch ("City") and Cassie & Randy Band (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City in Heritage Square Park (the "Venue"), located at the end of North Downey Street, West Branch, Iowa.

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 near The Downunder in Heritage Square Park at the end of Downey Street, on the 6th day of August, 2022 for at least 1.5 hours at the agreed upon time (TBD), between Noon and 5pm.

2. Description of Show: Solo performance in Heritage Square Park during Hoover's Hometown Days. Performer to provide all sound equipment. City to provide a stage or designated area and access to power.

Show will last a minimum of 90 minutes.

3. Payment. Compensation for the Show will be \$250, 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 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).

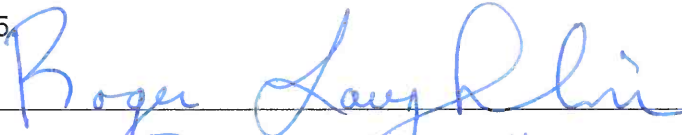
Signature of the Performer: _____

Performer's typed name: Randy Phelps

Performer's Address: 711 Sycamore St. Tipton IA, 52772

Performer's Phone #: 563 357 8575

City's Representative Signature: _____



Roger Laughlin

City's Representative typed name and title: _____

Roger Laughlin - Mayor