

RESOLUTION 2022-96

**A RESOLUTION APPROVING A PERFORMANCE CONTRACT WITH
JAKE MCVEY, PURPLE COW RECORDS INC. FOR
HOOVER'S HOMETOWN DAYS 2023 IN THE AMOUNT OF \$4,500.00.**

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

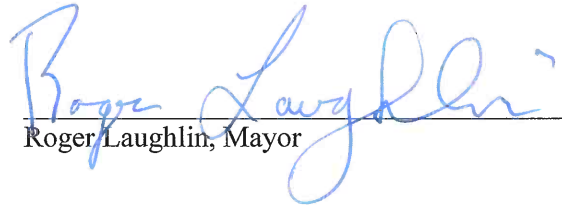
WHEREAS, the fiscal year 2022-2023 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and

WHEREAS, Jake McVey, Purple Cow Records, Inc. has submitted a performance contract in the amount of \$4,500.00 for August 4, 2023 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 17th day of October, 2022.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk



Jake McVey

HOOVER HOMETOWN DAYS

West Branch, IA. 52358

FRIDAY AUG 4, 2023

Agent: Jason Bruner | jasonb@purplecowent.com

This PERFORMANCE CONTRACT is dated , WEDNESDAY SEPT 21 2022 by and between PURPLE COW RECORDS, INC. ("ARTIST COMPANY"), which shall furnish the services of JAKE MCVEY ("ARTIST"), and PURCHASER NAME ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between ARTIST COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and ARTIST COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE: Hoover Hometown Days 2023

ADDRESS: 110 N. Poplar St.
West Branch, IA. 52358
United States

DATE OF SHOW(S): Friday AUG 4 2023

NO. OF SHOWS: (1)

SET LENGTH: (2) 75min Sets w (1) 30min break

DOORS: N/A

SHOW START TIME: TBD

MEET & GREET: N/A

SUPPORT ACTS: TBD

2. COMPENSATION:

\$4,500.00 to ARTIST ("The Guarantee").

Flat Guarantee.

PURCHASER to provide (5) meals & Water & Soda for band and ~~(3) Hotel rooms with 5 beds required~~ Exhibit A, Section 3. ~~Room should be under Jake McVey & all CC holds should be waived. We will (NOT) need a runner to take driver to hotel room~~

3. PAYMENT TERMS:

PURCHASER shall pay a deposit in amount of \$2,250.00 to PURPLE COW RECORDS, INC. no later than OCT 7, 2022

All deposits shall be payable by invoice: Upon signing contract *7days

PLEASE SEND DEPOSITS TO:

Label & Taxes Purple Cow Records, Inc.

PH: (615) 530-2005

E: purplecowrecords@gmail.com

VENMO @Jake-McVey
PAYPAL: jake@jakemcvey.com

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement. If the percentage of gross ticket receipts exceed the Guarantee, the overage amount due shall be paid in full to ARTIST COMPANY in cash or by chasier's check or bank wire (as designated by ARTIST COMPANY) immediately following the Engagement, unless other arrangements are mutually agreed upon.



PCR ENTERTAINMENT

PERFORMANCE CONTRACT

#08042023

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• OLD HICKORY, TN 37138 • (615) 530-2005

SEPT 21, 2022

Jake McVey

HOOVER HOMETOWN DAYS

West Branch, IA. 52358

FIRDAY AUG 4, 2023

Agent: Jason Bruner

jasonb@purplecowent.com

4. PRODUCTION:

ARTIST to provide: Backline, Instruments and Amps & Production

VENUE to provide: Performance area, production & power to the performance area

ELECTRICAL to provide: (1) 50amp female outlet (4 flat 1 round) Or (3) individual 110 circuits TO THE STAGE

5. MERCHANDISE:

100% to ARTIST - ARTIST sells and keeps.

Venue to provide: 2 Tables, covered with an electrical outlet near the tables for Merchandise

6. TICKET SCALING AND PRICES:

DESCRIPTION	QUANTITY	PRICE	TOTAL
General Admission Advance	1	4500	\$4,500.00
General Admission Day-of-Show		0.00	\$0.00
CAPACITY: 300	1	4500	\$4,500.00 GROSS POTENTIAL
			Sell Out Bonus: (N/A)
			Total to artist: \$4500.00

7. CONTACT DETAILS:

ARTIST:

Jake McVey / Purple Cow Records, Inc.

Old Hickory, TN. 37138

purplecowrecords@gmail.com

Phone: (615) 530-2005

PURCHASER:

Adam kofoed / Hoover Hometown Days 2023

110 N. Poplar St.

West Branch, IA. 52358

E: adam@westbranchiowa.org

Phone: (319) 643 - 5888

PURCHASER

ARTIST

print

Adam Kofoed City Admin

print JAKE MCVEY

sign

sign

2 As used herein, the term "Company" shall have the same meaning as the term "Artist Company" as defined in the facing pages of this agreement.

1. VENUE:

1.1 Under no circumstances may the Purchaser change the Venue for the Date of the Engagement without Artist's or Artist's Company's prior written consent, which may be withheld in Agent's, Artist's, or Artist Company's sole discretion, as applicable. Notwithstanding anything to the contrary contained herein, a change of Venue by the Purchaser in the absence of such consent shall constitute a material breach of this Agreement and Purchaser shall be liable for the full amount of Compensation due hereunder regardless of the date on which such change takes place.

1.2 In addition to Venue, Purchaser hereby agrees to provide all necessary permits and licenses required by all applicable laws for the purposes of lawfully conducting the Event.

2. MERCHANDISE:

2.1 Purchaser hereby gives permission to Company to sell merchandise and other Artist-related products before, during, and after the Performance. Purchaser shall not receive any commission or other remuneration with respect to such sales of merchandise or other Artist-related products hereunder.

2.2 Purchaser will provide area with 1 covered tables and 1 (110 power outlet) to the selling area.

3. HOSPITALITY:

3.1 The Purchaser will provide ~~3 Hotel rooms accommodations for a maximum of 5 persons consisting of (2) Double rooms & (1) King. Accommodation and rooming arrangements to be approved by Tour Manager.~~

3.2 The Purchaser to provide adequate parking space outside the venue for a VAN & TRAILER with a connection to a ~~landline for electricity purposes, when available.~~

3.3 The Purchaser will provide (5) meals per day and dining arrangements need to be approved by Tour Manager.

3.3b The Purchaser will provide (1) green room with a shower on site approved by Tour Manager If able to provide.

3.4 The Purchaser will provide (1) case 1 of water and available beverages for a maximum of 5 persons in the form of a "tab" c drink tickets" per person for use at the Venue. Beverage arrangements to be approved by Tour Manager. Beer, Water, Soda.
*** No Alcohol ***

3.5 ~~The Purchaser will provide a runner to take bus driver to and from hotel room.~~

3.6 The Purchaser will provide (2) Loaders, 1 cases of water & 1 dozen black hand towels upon arrival.

4. TICKETING:

4.1 ~~The Artist is to have a guaranteed guest list of minimum 10 people. *To be provided at day of show for radio winners.~~

4.2 The Purchaser shall be soley responsible for payment of all taxes (including, without limitation, state and local taxes) associated with the sale of tickets for the Event. ***** All Merchandise Sales will be paid by Artist and will follow all local & local tax rules *****

5. CANCELLATION OR POSTPONEMENT:

5.1 In the event of any cancellation by the Purchaser which is not mutually agreed upon by Artist and Purchaser, and occuring thirty (30) days or less prior to the Date of Engagement,

(i) Neither Agent, Artist, or Artist Company shall be obligated to refund any payments made by Purchaser hereunder prior to the date on which cancellation takes place.

(ii) Neither Agent, Artist, or Artist Company shall be liable to Purchaser for any costs or losses of any kind whatsoever suffered by Purchaser as a result of cancellation

(iii) Purchaser to remain liable to Artist for the full amount of the Guarantee.

5.2 In the event of any postponement of the Date of Engagement by the Purchaser which is not mutually agreed upon by

Artist and Purchaser, and occurring thirty (30) days or less prior to the Date of Engagement,

(i) Purchaser shall not be entitled to decrease the Guarantee for any reason whatsoever. The new Date of Engagement must be confirmed within seven (7) days of the postponement or Purchaser is required to pay the Artist the full amount of the Guarantee.

(ii) Purchaser shall confirm a new Date of Engagement within seven (7) days of the original Date of Engagement, to be approved by Agent, Artist, or Artist Company. If the new Date of Engagement is not within seven (7) days of original Date of Engagement, Purchaser is liable to the Artist for fifty percent (50%) of the Guarantee.

5.3 If for any reason the Artist cancels the Event, any Deposit received will be returned or refunded to the Purchaser.

6. CANCELLATION OR POSTPONEMENT OF THE PERFORMANCE DUE TO FORCE MAJEURE EVENT:

6.1 Notwithstanding anything to the contrary contained herein, the Performance may be cancelled by either party due to cause(s) beyond the reasonable control of the parties hereto that would render the Performance hereunder impossible or or make conditions for the Performance hazardous. Such causes shall include, but not limited to: acts of God; weather; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act; transportation failure or delay; governmental or court ordered laws, regulations, requirements, orders or actions; injunctions or restraining orders; strike(s) or injunction, technical failures beyond the control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto (hereinafter "Force Majeure Event"). Neither Company, Agent, nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event.

6.2 In the event that the Performance is cancelled due to a Force Majeure Event and Artist is ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, one hundred percent (100%) of the Guarantee.

6.3 In the event the Performance is cancelled pursuant to a Force Majeure Event that renders Artist unready and/or unable to perform, Company shall be entitled to retain or receive, as applicable, with ten (10) days of the cancelled Date of Engagement, fifty percent (50%) of the Guarantee.