AGENDA ITEM

May 6, 2014

Subject: Tourism

Department: Administration

The Bushwhacker Committee is making a formal request to partner with the Tourism Ad-hoc for the entertainment cost of the 2014 Bushwhacker Days. The main event entertainment will be Crystal Gayle. They would like for the Council to approve the amount of \$15,000 for the payment of the contract.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, BUDGETING FUNDS FOR THE PROMOTION OF TOURISM THROUGH THE BUSHWHACKER COMMITTEE FOR BUSHWHACKER CELEBRATION 2014 MAIN EVENT AND APPROVING AN AGREEMENT WITH THE BUSHWHACKER COMMITTEE THEREFORE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

<u>Section 1</u>. The agreement termed "Memorandum of Understanding" between the City of Nevada, Missouri and its Bushwhacker Committee, attached hereto as Exhibit "A" and incorporated herein by reference is approved as an obligation of this municipality.

<u>Section 2.</u> The sum of \$15,000 from the City's Tourism Fund is hereby budgeted for dedication to and payment on said agreement to the extent needed for the entertainment contract finally approved.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri, this 20th day of May, 2014.

CITY OF NEVADA, MISSOURI

By:______Seth Barrett, Mayor

Attest:

Bev Baker, City Clerk



Contract:	/	/	
Received Deposit: \$			
Date:	/	/	

7:30 PM

Agreement made this date, Wednesday, February 26, 2014, by and between Gayle Enterprises, Inc., f/s/o Crystal Gayle (herinafter referred to as Artist) and Bushwhacker Days Steering Committee (herinafter referred to as Purchaser). It is understood and mutually agreed that the Puchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth: CONTRACT #: 105230

ARTIST(S): **Crystal Gayle** 100% Headline

Bushwhacker Days Town Square, Nevada, MO 64772 **VENUE:**

> Phone: 417-684-2710 Fax: Producti Allan Todd 405-445-4578

DATE(S): Sat. June 14, 2014

Artist to Perform one (1) show approximately 90 minutes in length.

No. Days/Shws: Net Price Discrptn TICKETS: Quantity Grs Price Cmp/Kls Deduct

> 5,000 **FREE** Load In:

Snd Chck: Doors Open: Showtime(s):

Onstage: 9:00 PM Merchandising Capacities \$0.00

GP: Ages: Per Show: 5,000 Artist sell: 100 % Tax:

Net: \$0.00 Total tkts: 5,000 Build sell: Curfew: 11:00 PM

Scaling Notes: Free show, Outdoors,

TERMS: \$20,000.00 Flat Guarantee

Flat. Plus Purchaser to provide and pay for local ground transportation and hotel accommodations. Artist subject to a 2% state

of Missouri Entertainment Tax.

PLUS Purchaser agrees to provide and pay for sound and lights to meet with artist's specifications and approval.

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.

ADDITIONAL PROVISIONS:

Purchaser shall provide and pay for, as per Artist's specifications, any and all rider requirements.

- Purchaser agrees not to advertise engagement within the Branson, MO media market.

Marci Mitchell Open OTHER ACTISI:

PAYMENTS: \$10,000.00 US deposit made payable to APA, Inc. by cashier's check or bank wire only due by: May 14, 2014

Signed contracts and riders due by: March 26, 2014

THE BALANCE OF THE GUARANTEE SHALL BE PAID TO THE ARTIST OR ARTIST'S REPRESENTATIVE UPON DEMAND DAY OF

SHOW VIA CASH, CERTIFIED/CASHIER'S CHECK, OR MONEY ORDER ONLY!

Artist's certified/cashier's checks should be made payable to Gayle Enterprises, Inc., f/s/o Crystal Gayle

Agency for the Performing Arts, IncBank Wire Information

Union Bank of California ABA#: 122 000 496 Account#: 4780064698 9460 Wilshire Blvd., Beverly Hills, CA 90212

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement. and shall be signed by all parties to this contract ..

This contract and its attachments may be executed and exchanged electronically or by fax.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Bushwhacker Days Steering Committee Gayle Enterprises, Inc., f/s/o Crystal Gayle

Bill Gatzimos Fed ID #: Frank Arnold 62-0988555

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c/o APA, Inc. 3010 Poston Ave. c/o lorriedivine@yahoo.com 1200 W. Hickory

Nashville, TN 37203 Nevada, MO. 64772

(615) 297-0100 Fax: (615) 297-5434 417-448-7981 Fax:

BOOKING AGENT: Ray Shelide CONTACT: Lorrie Divine

CRYSTAL GAYLE CONCERT RIDER

GAYLE ENTERPRISES, INC.

51 Music Square East Nashville, Tennessee 37203 Phone......615 327-2651 Fax.....615 327-2657 www.crystalgayle.com

Corporate I.D. # 62-0988555

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Our entire staff looks forward to working together with you to reach our shared goals of a great performance, a happy audience and a successful and memorable evening for us all. The purpose of this Rider is to help attain these goals in a reasonable and efficient manner. If you have any questions or comments, or if any of these terms seem unclear, impractical or not applicable, please feel welcome to call me at once.

CRYSTAL GAYLE CONCERT RIDER

1. ARTIST APPROVALS

- A. For all purposes, Purchaser will use only photographs supplied by Artist.
- B. Purchaser will not permit the recording, broadcasting, filming or videotaping of Artist or any part of any performance without the express prior written approval of Artist.

 PLEASE NOTE: Artist does not object to fans in the audience taking still photos for their personal use during the show. Professional photographers must be referred to Artist for Artist's permission to take photographs.
- C. There will be no signs, banners or advertising material on or near the stage without Artist's written approval, nor will the name CRYSTAL GAYLE be used or associated directly or indirectly with any product, service or company without Artist's written approval.
- D. Purchaser agrees not to commit Artist to any personal appearances, interviews or other promotion without the prior approval of Artist. Please refer any such requests to Bill Gatzimos (615 347-3123).

2. BILLING AND APPROVAL OF OTHER ACTS

- A. Artist will receive 100% sole star billing in all advertising and publicity, including but not limited to air time, newspaper and other print ads, fliers, posters, marquees, tickets, etc.
- B. No other act may appear on the program without Artist's approval.

3. SOUND AND LIGHTING

- A. Artist's representatives have the right to control all sound and lighting.
- B. Purchaser agrees to supply the sound and lighting companies of Artist's choice to provide the sound requirements detailed in the attached SOUND SPECIFICATIONS and STAGE PLOT (see pages 5 6) and the lighting requirements detailed in the attached LIGHTING SPECIFICATIONS and LIGHTING PLOT (see pages 7-8).
- C. Purchaser will supply two spotlights and two fully qualified and experienced spotlight operators. Artist has the right to approve the brand and type of spotlights. Spotlight and house light operators will be available to meet with Artist's lighting director 1/2 hour prior to showtime.
- D. Artist has the right to approve the location of the sound and light control boards.

4. POWER

- A. Purchaser will supply electrical power to the specifications of Artist and the sound and lighting companies. Please discuss power needs with each of these parties. Artist will have final approval of the power specifications.
- B. The house electrician will be available from stage call until load-out.

5. STAGING

PLEASE NOTE: If any of these requirements appear inappropriate or impractical for this performance, please contact Artist.

- A. Purchaser will provide a stage no less than 30 feet wide, 24 feet deep and 4 feet high with an uncarpeted, level surface capable of supporting 125 pounds per square foot (live load).
- B. Lighted access must be provided for both sides of the stage. If stairs are used they must have handrails and be capable of supporting 125 pounds per square foot (live load).

6. STAGE CALL, SET-UP AND SOUNDCHECK

Stage call will be set a minimum of 9 hours prior to the opening of the house to the audience. If this stage call time appears to be impractical for this performance, or if difficult load-in or rigging conditions exist, stage call may be moved later or earlier accordingly, but Artist has the right to approve the final stage call time.

- A. Purchaser's representative must be present from stage call through load-out.
- B. Purchaser will supply competent crew as follows at times to be approved by Artist:
 - 1. Load-in: 2 stagehands to load-in Artist's equipment and set-up show, and 1 electrician.
 - 2. Show-call: 1 stagehand, 1 house light operator, 1 house sound operator, 1 electrician, and 2 follow spot operators.
 - 3. Load-out: 2 stagehands to tear down show and load-out Artist's equipment, and 1 electrician.
- C. Artist must have access to stage for one hour for soundcheck and rehearsal prior to the opening of the house to the audience.
- D. Purchaser agrees to keep the place of performance clear of all people not directly involved in the show's production until the opening of the house.

7. DRESSING ROOMS

- A. Purchaser will provide 3 clean dressing rooms for Artist.
- B. Dressing rooms will be cleaned and ready for occupancy before soundcheck.
- C. Each dressing room will contain properly working heating and air conditioning systems, electrical outlets, private and well supplied toilet facilities with hot and cold running water, chairs, tables, trash cans and garment racks.
- D. 4 hand and bath towels will be provided for Crystal's dressing room, and 10 bath towels will be provided for the Band's dressing room.
- E. Crystal's dressing room will contain a lighted makeup mirror, a full length wardrobe mirror, and a garment rack.

8. TRANSPORTATION AND PARKING

- A. Purchaser will provide the following ground transportation back and forth between HOTEL and VENUE (and AIRPORT if Artist is flying) as directed by Artist.
 - 1. A 15-passenger van or vehicles with equivalent seating, with driver(s).
 - 2. For Crystal, a car to be approved by Artist, with driver.
 - 3. If Artist is flying, a lockable cargo van for equipment and baggage, with driver.
- B. Purchaser will provide parking as close as possible to the stage door for one 45 foot bus.

9. SECURITY

- A. Purchaser will provide adequate security at all times to insure the safety of Artist's personnel, personal property and vehicles from stage call until completion of load-out. (Security head should meet with Artist's representative at stage call).
- B. No one except working personnel will be allowed backstage without Artist's consent.

10. MERCHANDISE

Artist will be allowed to sell its tour merchandise before, during and after the show.

11. COMPLIMENTARY TICKETS

Artist will receive 20 complimentary tickets per show.

12. BACKLINE EQUIPMENT, INSTRUMENTS AND PROPS

Purchaser will supply the following to be at the stage area at stage call:

- A. The following risers:
 - 1 riser 8 feet wide by 8 feet deep by 2 feet high and preferably carpeted.
 - 2 risers each 8 feet wide by 8 feet deep by 1 foot high and preferably carpeted.
- B. A grand piano, preferably black and 7 feet long, tuned at A-440 pitch, with <u>adjustable piano</u> <u>bench</u>, to be approved by Artist. The piano will be tuned at a time to be determined by Artist.
- C. The following instruments and equipment:
 - 1. Drum kit one of the following brands in this order of preference:

Gretsch, Yamaha, Ludwig or Pearl, to include:

22" kick drum with pedal, plus a spare pedal

10" rack tom

12" rack tom

14" floor tom

16" floor tom

14" hi hat with stand

5 cymbals with stands (4 booms and 1 straight)

snare drum

drum throne

all associated hardware

- 2. Bass rig one of the following brands in this order of preference:
 Gallien Kruger 800 RB amplifier with Hartke 4-10 speaker cabinet, or
 - David Eden Highwayman Amp with 2-10 MBW or 2-10 XLT speaker cabinet.
- 3. One Fender DeVille or one Fender Hot Rod Deville guitar amplifier
- 4. Four guitar stands
- 5. One Yamaha Motif 6ES keyboard with pedal and cables.
- 6. If Artist approves the substitution of an electric keyboard for the grand piano, a Yamaha P250 or Yamaha P300 or Yamaha S-90ES keyboard is to be provided in that order of preference with pedal and cables.
- 7. One heavy duty single tier keyboard stand (for a large weighted keyboard)
- D. Two 30" high and two 24" high bar stools, preferably black.
- E. Five black music stands with lights.

13. HOSPITALITY

Purchaser will provide the following requirements.

- A. <u>CREW BREAKFAST FOR AN EARLY STAGE CALL TIME TO BE ANNOUNCED (TBA)</u>
 For 3 people: assorted fruit, dry cereals, milk, orange juice, bottled water, coffee
- B. CREW LUNCH TIME TBA

For 4 people: Deli tray with bread, or prepared sandwiches, with condiments Sides such as chips, fruit, salad, etc.

Bottled water, Dr. Pepper

C. <u>IN BAND'S DRESSING ROOM - AT SOUNDCHECK - TIME TBA</u>

Bottled water

D. IN CRYSTAL'S DRESSING ROOM - AT SOUNDCHECK - TIME TBA

Hot water, tea bags, honey, 2 un-sliced lemons Un-sliced fresh fruit - no more than 4 servings Mixed nuts - no more than 1 pound 3 Diet Cokes

Bottled water - please leave at room temperature Ice, glasses, cups, napkins, etc.

E. CRYSTAL'S DINNER IN HER DRESSING ROOM - TIME TBA

The following special meal for 2 people (it is essential that <u>NO</u> oil, margarine, sauces, cheese, milk, butter or any other dairy products be used in this meal):

Roast chicken (2 pieces or equivalent) or roast turkey

Baked potato or brown rice

Steamed vegetables - NO butter

Tossed salad (mixed greens) with vinaigrette dressing on the side

Dinner rolls, preferably whole wheat

Coffee (one small pot)

F. DINNER IN BACKSTAGE DINING AREA - TIME TBA

For approximately 12 people, the following hot meal, 2 of which are to be vegetarian or fish:

Entree (caterer's specialty to be approved by Artist's representative)

3 vegetables including potatoes or rice

Tossed salad, assorted dressings

Hot rolls, preferably whole wheat, and butter

Dessert

Hot coffee, bottled water, ice

The terms and conditions of the CRYSTAL GAYLE CONTRACT ADDENDUM and the CRYSTAL GAYLE CONCERT RIDER are hereby agreed to and accepted.

PURCHASER'S AUTHORIZED REPRESENTATIVE	GAYLE ENTERPRISES, INC. by BILL GATZIMOS, PRESIDENT
please print name	4

SOUND SPECIFICATIONS FOR CRYSTAL GAYLE

HOUSE SOUND

Purchaser will provide a House Sound System for Crystal Gayle's show which will include the following:

- 1. A 48-channel house mixing console which must be one of the following brands: Yamaha PM5D, DigiDesign Venue System, or other to be approved by Artist.
- 2. The sound system will be in stereo with two 1/3 octave E.Q.'s (Klark or White).
- 3. If the sound system is analog, the following digital processors: one Lexicon PCM-70; three LXP-15, one Lexicon NO S Alex; one Eventide H3000; and eight Aphex 9000 series Exciters.
- 4. A C.D. player.
- 5. All effects are to be well lighted.

MONITOR SYSTEM

Purchaser will provide a Monitor System for Crystal Gayle's show which will include the following:

- A 48-channel monitor mixing console with a minimum of fourteen discrete mixes which must be one of the following brands: Yamaha, Midas, Allen & Heath, or other to be approved by Artist.
- 2. All mixes must have parametric EQ on board as well as fourteen 1/3 octave E.Q.'s (Klark or White) inserted pre-fader.
- 3. Ten independent mixes with ten identical E.Q.'s (Klark or White).
- 4. Thirteen floor monitor cabinets specifically all to be either EAW SM-200, SM-400, or SM-500.
- Two sidefill monitor cabinets specifically to be EAW KF-850/SB-850 with a separate EAW MX-800 Processor.
- 6. Fifteen Crest 8001 Amplifiers.

In the event that there is to be an additional act on the show, the monitor system will be enhanced per Artist's direction.

LIGHTING SPECIFICATIONS FOR CRYSTAL GAYLE

Purchaser will provide a Lighting System for Crystal Gayle's show which will include the following, all of which must be in good operating condition.

- A 72 minimum programmable lighting console with chase, cross fade and multi-page scene memory AVO QM 500 or Roller Q, or LP 2000. Any other equivalent brands must be approved by Artist.
- 2. Sufficient dimming to operate all lamps in the design, spare dimmers for backup, and all support equipment for hook-up and operation of all lighting equipment as per Artist's plot.
- 3. The Truss Network must be Tomas Tomcat or similar design. No triangular or other truss that requires lamp bars to be added is acceptable, except to overhang ACL's or extra Lekos.
- 4. All rigging must be to accepted Industry Standards. All ground supports must be Super Towers or better.
- 5. All lamps must be in good working order and be as specified in the plot. Correct gels and replacements for every color in the design are required. No changes or substitutions may be made without the Designer's approval.
- 6. Two house follow spots with correct gels according to Artist's plot and two experienced operators.
- 7. Four stations of Clear Com.
- 8. One D-50 Diffuser.
- 9. One black backdrop (40' x 20').

Artist's Production Manager will have complete control of all lighting in the venue including but not limited to commercial signs, neon lights, area lights or overhead lights. House lights will be turned off as per house regulations prior to the commencement of the performance.

CRYSTAL GAYLE CONTRACT ADDENDUM

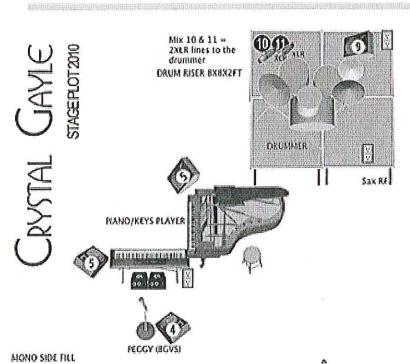
- 1. Purchaser promises to provide at its own expense on the date and at the time of the performance(s) stated in the attached Contract all items, personnel and expenses that are necessary for the proper entertainment presentation, including all licenses (specifically including performing rights licenses for compositions to be performed), except for those items and personnel which Artist herein specifically agrees to provide. Purchaser shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by Purchaser and Artist.
- 2. Artist shall have exclusive control over the production, presentation and performance of the engagement.
- 3. If the Artist's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to Acts of God, Artist's inability to perform from sickness or accident, means of transportation, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause or effect, similar or dissimilar, beyond the control of either party, then the obligations of both Purchaser and Artist with respect to the affected performance(s) shall be excused, neither shall have liability to the other in connection therewith, and the total fee stated in the attached Contract shall be reduced proportionally to the number of prevented performances.
- 4. Inclement weather shall not be deemed to be such a force majeure occurrence as stated in Paragraph 3 above, and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Artist shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.
- 5. Purchaser hereby indemnifies and holds Artist and its respective agents, principals, officers, directors and employees harmless from and against any loss, damage, liability, judgment or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party as a result of or in connection with this engagement except to the extent that such claim results from any negligent or intentional act or omission of Artist.

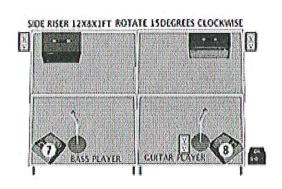
Artist hereby indemnifies and holds Purchaser and its agents, principals, officers, directors and employees harmless from and against any loss, damage, liability, judgment or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Purchaser or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party as a result of or in connection with this engagement to the extent that such claim results from any negligent or intentional act or omission of Artist.

- 6. In the event Purchaser refuses or neglects to provide any material requirements, or fails to make any payments when due, Artist has the right to refuse to perform this contract, and to retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the full contract price. If, on or before the date of this performance, the financial standing or credit of Purchaser has been impaired, Artist shall have the right to demand immediate payment of the guaranteed fee. If Purchaser fails to make such payment, Artist shall have the right to cancel this engagement and retain any amounts paid to Artist, and Purchaser shall remain liable to Artist for the full contract price.
- 7. This Addendum and the attached Contract and Concert Rider together constitute the sole, complete and binding Agreement between the parties. This Agreement may not be changed except in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and wholly to be performed therein. All disputes arising under this Agreement shall be heard in a court of competent jurisdiction located in Davidson County, Tennessee, only. Neither party shall have the right to assign this Agreement or any of its provisions. This Agreement is not binding upon Artist until executed and delivered to Purchaser. Nothing in this Agreement shall be construed to constitute the parties hereto as a partnership or joint venture, or to make Artist liable in whole or in part for any obligation that may be incurred by Purchaser. The person executing this Agreement on Purchaser's behalf warrants his authority to do so, and in the event of an absence of such authority such person hereby personally assumes liability for the payment of said price in full.
- 9. When Artist's compensation includes a PERCENTAGE PARTICIPATION, a detailed box office statement will be presented to Artist at the concert. Purchaser agrees not to discount tickets at a premium without first obtaining written permission from Artist. It is agreed that if there is any difference between any stated ticket price on the face of the Contract and the ticket price actually charged, Artist will receive 100% of the difference. All expenses submitted by Purchaser for settlement must be at Purchaser's cost reflecting any discounts received by Purchaser at the time of closing or discounts to be received at a later date. The term "cost" is defined as actual expenses incurred with no built-in profit because of direct or indirect ownership by Purchaser of companies with which Purchaser does business. All expenses submitted for closing must be supported by invoices from outside vendors in full detail. Certified advertising statements will be furnished upon Artist's request. Purchaser hereby agrees to exclude from the settlement any expenses not supported as stated within this sub-paragraph.

CRYSTAL GAYLE INPUT LIST 2010

Comp/Gate Gate Gate Comp Comp Comp Comp Comp Comp Comp Shure Wireless (We carry) Comp Neumann 105 (We Carry) Shure Beta 58 Wireless Shure KSM9 Wireless M88 or Senn 421 DI (We carry) DI (We carry) OI (We carry) OI (We carry) DI (We carry) DI (We carry) DI (We camy) DI (We carry) Passive DI Paśsiwe DI Senn e604 Senn e604 Senn e604 Active DI Active DI Active DI AKG 414 AKG 414 Senn 41 KSM 27 Beta 58 Beta 58 KSM 27 KSM 27 Beta 58 Beta 58 Beta 52 Beta 57 Beta 91 Mic/DI SIM57 SM81 SMS1 Crystal Spare Vocal "Crystal Vocal" Moto Output 3 Moto Output 4 Mora Output 5 Moto Output 6 Moto Output 7 Motu Output 8 Mora Output 2 Moto Output 1 Snare Bottom Peggy Vocal Mando/Sax Keys Right Bass Vocal Piano Low OH - Right Key Vocal Snare Top Sick OUT Keys Left Sax Vocal OH - Left Str Vocal Bass Mic Piano Hi SICK P FL Tom Bass DI Acu Gtr RF Sax Act Gtr H H Form 2 fom 1 Ride







MONO SIDE FILL



















