**BILL NO. 2016-011** **ORDINANCE NO.**

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, APPROVING AN AGREEMENT TERMED "MEMORANDUM OF UNDERSTANDING" WITH THE BUSHWHACKER COMMITTEE FOR THE PROMOTION OF TOURISM FOR THE BUSHWHACKER CELEBRATION 2016.**

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

**Section 1**. 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.

**Section 2.** The City Manager is hereby authorized and directed to execute on behalf of the City of Nevada the attached "Memorandum of Understanding" concerning Entertainment for the Bushwhacker Celebration 2016, not to exceed an amount of $15,000.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Nevada, Missouri, this _____ day of May, 2016.

(SEAL)

_____
Brian L. Leonard, Mayor

Attest:

_____
Johnna Williams, Deputy City Clerk

**MEMORANDUM OF UNDERSTANDING**

This agreement is made and entered into this ___ day of May 2016 by and between the City of Nevada, and the Bushwhacker Committee.

WITNESSETH:

WHEREAS, the committee has recommended the engagement of professional entertainment for the Bushwhacker Days Celebration, 2016 and

WHEREAS, the City has reserved funds for the promotion of tourism including such activity.

NOW THEREFORE, it is mutually agreed:

1. The City has budgeted and will provide financial support not to exceed the sum of $15,000 for the acquisition of professional entertainment for the Bushwhacker Days event, 2016.

2. The City Manager is authorized and directed to coordinate with the Bushwhacker Committee that the committee might engage such entertainment for the 2016 Bushwhacker Days and make payment to the entertainers selected.

3. The engagement agreement made by the Bushwhacker Committee must provide that in the event the contracting entity cancels the engagement without City fault that any down payment required under the agreement will be refunded in full to the City of Nevada.

4. This memorandum of understanding has been reviewed by and approved by the governing bodies of the respective parties.

IN WITNESS WHEREOF, the parties have executed this agreement the day herein above first written.

City of Nevada, Missouri

By: _____
J.D. Kehrman, City Manager

Bushwhacker Committee

By:_____
Mark Humphrey, Chairman

sign and return to

**Beckie Simmons Agency, 5543 Edmondson Pike #10, Nashville, TN 37211-5808**
*615-595-7500 fax 615-595-7501 info@bsaworld.com*

*completed copy will be returned to you after artist signature*

# JEFF & SHERI EASTER

## AGREEMENT

Agreement made this date, Tuesday, March 1, 2016, by and between JEFF & SHERI EASTER and purchaser, and confirms the purchaser and artists are in agreement with the terms and conditions in this agreement. Beckie Simmons Agency acts only as agent and therefore this agreement is solely between purchaser and artist. Thank you for your support of BSA artists and we look forward to working with you!

*visit www.bsaworld.com for artists pictures, posters & bios*

DATE ***6-8-16 Wed 6:00PM CENTRAL TIME***

ARTIST ***JEFF & SHERI EASTER FID#58-197-0765***

1000.00
3-23-16
3143

VENUE ***BUSHWHACHER DAYS FESTIVAL - CITY SQUARE***

ADDRESS ***WALNUT STREET***

REPORT TO ***CHERYL ROGERS 3:00PM***

CITY, ST ZIP ***NEVADA, MO***

EVENT TYPE ***FESTIVAL***

FEE AGREED UPON ***$5,000.00 Five Thousand Dollars***

DEPOSIT ***$1,000.00 WITH AGREEMENT***

***BALANCE DUE DAY OF APPEARANCE PAYABLE TO JEFF & SHERI EASTER MINUS ANY DEPOSITS PAID***

*your appearance date is submitted to numerous paper and Internet publications if Event Type above is not Private*

☑ **Download artists pictures, posters, bios, etc at *www.bsaworld.com*. Or check this box to have a press kit with posters mailed to you.**

☐ **If we have your email on file we will email your completed agreement to you. Otherwise check this box and we will mail it to you.**

**---[1]--- Jeff & Sheri Easter to perform full stand prior to intermission.**
**---[2]--- Buyer to supply two men to help unload equipment before the concert and load equipment after concert.**
**---[3]--- Also, buyer to provide one motel room, if requested,on performance date.**
**---[4]--- If your Event is "An Evening With Jeff & Sheri Easter", no opening artist without approval from BSA.**
**Thank you for your cooperation!**

Fee agreed upon rain or shine in U.S. dollars. This agreement covers personal appearances only. No portion of this performance to be broadcast, filmed or taped in any form without prior written consent from the Beckie Simmons Agency. In the event of default or breach of this agreement by purchaser, deposit will be forfeited and entire balance due and payable in full upon demand. *83,257*

PURCHASER ***CHERYL ROGERS | BUSHWHACHER DAYS***
ADDRESS ***12029 SOUTH 1450 ROAD, NEVADA, MO 64772***
PHONE ***CELL 417-667-1748***

*Agent:*
*Beckie Simmons Agency*
*DIXIE MC KEITHEN*

Purchaser Cheryl Rogers — CHERYL ROGERS

Mark Humphrey — MARK Humphrey Event Chairperson

Artist Jeff Easter — JEFF & SHERI EASTER

Agency

# Contract: Blackjack Billy

This contract for the special services of entertainment for the engagement described below is made this 8th day of January, 2016 between Bushwacker Days (hereinafter referred to as "Purchaser") and BjB Touring LLC (hereinafter referred to as "Producer"), furnishing the services of the artist professionally known as Blackjack Billy (hereinafter referred to as "Artist").

1. Place of Engagement: Bushwacker Days – Nevada MO

2. Date of Engagement: June 11th, 2016

3. Purchaser: Bushwacker Days c/o Kerry Jennings

4. BjB Touring LLC Contact Information: Shelby Armstrong / Vaden Group (615) 248-5500

5. Payable to: BjB Touring LLC and remit to Vaden Group c/o Shelby Armstrong 1600 Division St Suite 225 Nashville TN 37203.
6. Performance Time/Length: ~~90m~~ 120 m BJB

7. Type of Engagement: Full Band Show

8. Compensation Agreed Upon: $5,000 USD; A 50% deposit due upon receipt of this agreement with the balance to be received by Artist via check before the date of engagement or paid in cash at the show before performance. Purchaser will additionally provide 2 hotels rooms for Artist.

9. Purchaser to Provide and pay for in-house sound & lights, per Artist's specification.

10. Riders attached hereto are hereby made a part this agreement.

11. No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist relating to and permitting such recording, reproduction or transmission.

12. In the event of inclement weather that renders any performance impossible, hazardous or unsafe, PURCHASER shall remain liable for payment of FULL agreed upon compensation even if such performance is prevented by such weather conditions.

In witness whereof the parties hereto have set their names on the day and year first above written.

Purchaser
Date Signed:

BJB Touring LLC
Date Signed:

# OKC BACKUP

*Sounds * Lights * Stages * Theatr Eqpt Rental*
17705 SE 66th
Newalla, OK 74857
405.740.4476

# RENTAL INVOICE

**THIS IS A RENTAL AGREEMENT ONLY !!**
**INVOICE DATE: 04-26-16**

**INVOICE NO: 100042615**
**DELIVERY DATE: 06-08-2016**
**RETURN DATE : 06-11-2016**

**Delivered To:**
Nevada Bushwhacker Days

**Received By:**
Bushwhacker Days Committee

| RENTAL AGENT | P.O. NUMBER | RETURN DATE | DELIVERY OR PICKUP | RENTAL VENUE | TERMS |
|---|---|---|---|---|---|
| AT | | 06/11/16 | 06/08/16 | Nevada, MO | On delivery |

| QUANTITY | DESCRIPTION OF RENTAL ITEM | UNIT PRICE | AMOUNT |
|---|---|---|---|
| | Sound, light, and engineers for June 08-11 2016 | | $ 7,200.00 |
| | ***Full payment due on Friday June 10, 2016*** | | |
| | | SUBTOTAL | $ 7,200.00 |
| | | **Total Due In Check on Friday June 10, 2016** | $ 7,200.00 |

DISCLAIMER:

Make all checks payable to: OKC BACKUP
If you have any questions concerning this invoice, call: Allan Todd, 405.740.4476

**THANK YOU FOR YOUR BUSINESS!**