

BILL NO. 2018-022

ORDINANCE NO. 8229

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BUSHWHACKER COMMITTEE FOR THE PROMOTION OF TOURISM FOR THE 2018 BUSHWHACKER DAYS CELEBRATION.

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 2018 Bushwhacker Days Celebration, not to exceed an amount of \$9,500.

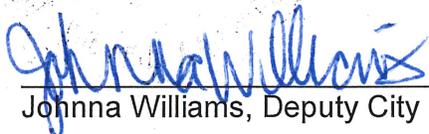
PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri, this 19th day of June, 2018.

(SEAL)



Brian L. Leonard, Mayor

Attest:



Johnna Williams, Deputy City Clerk

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered into this 19th day of June 2018 by and between the City of Nevada and the Bushwhacker Committee.

WITNESSETH:

WHEREAS, the committee has recommended the engagement of professional entertainment for the 2018 Bushwhacker Days Celebration and,

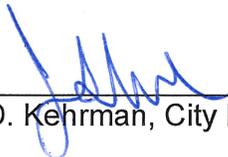
WHEREAS, the City has allocated funds for the promotion of tourism including such activity.

NOW THEREFORE, it is mutually agreed:

1. The City has budgeted and will provide financial support not to exceed the sum of \$9,500 for the acquisition of professional entertainment for the 2018 Bushwhacker Days Celebration.
2. The City Manager is authorized and directed to coordinate with the Bushwhacker Committee that the committee might engage such entertainment for the 2018 Bushwhacker Days Celebration and make payment to the entertainers selected.
3. The Bushwhacker Committee agrees that in the event the contracting entity cancels the engagement without City fault that any payment under this agreement will be refunded in full to the City of Nevada, Missouri
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: 
Sheree Gayman, Chairman



CONTRACT

2312 Peachford Road
Dunwoody GA 30338
770 306 9155 / 770 306 9157 Fax
stephen@rcsproductions.com
www.rcsproductions.com

TODAYS DATE: January 2, 2018
By Mutual Agreement RCS Productions, herein referred to as **PRODUCER** has engaged the services of :

ARTIST: Little Texas
EVENT: Bushwacker Days 2018
EVENT DATE: Saturday June 9 2018
VENUE: Nevada Missouri Town Square – Mobile Stage
VENUE PHONE: TBA
PURCHASER: Bushwacker Days
CONTACT: Michael Field
MOBILE:
PERFORMANCE TIME: 7:00PM for 1 x 90 minute set
REPORT TIME: TBD
MERCHANDISE RATE: 80/20 All Merchandise. Artist Sells
RIDER ATTACHED: Yes

FEE:	\$13,500.00	TO BE PAID IN THE FOLLOWING MANNER
DEPOSIT:	\$6,750.00	DUE BY: 12.22.2017
PAYABLE TO: RCS PRODUCTIONS		
BALANCE:	\$6,750.00	DUE BY: 06.09.2018
PAYABLE TO: RCS Productions		
<u>ARTIST TO BE PAID IN FULL RAIN OR SHINE</u>		

ARTIST TO SUPPLY: Band, Band Travel, Backline Gear
PURCHASER TO SUPPLY: Covered Stage, Hospitality, Sound and Lights and Lodging

PURCHASER: Bushwacker Days
NAME: Michael Field

AGENCY/PRODUCER: RCS PRODUCTIONS
NAME: Stephen Moore

x _____ **DATE** 3/1/18
ADDRESS:
Chamber of Commerce
225 W Austin Blvd Ste 200
NEVADA MO 64772

x _____ **DATE** _____
ADDRESS:
2312 Peachford Road Suite A
Dunwoody GA 30338
770.306.9155

THANK YOU FOR ALLOWING RCS PRODUCTIONS TO FULFILL YOUR ENTERTAINMENT NEEDS



✉ PO Box 355 / Galena, Missouri 65656 ✉
 ☎ 417-357-8286 / 417-337-3432 cell ☎
 ✉ Norm@FarnumFamily.org ✉

www.FarnumFamily.org

BAND PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of FEBRUARY 2ND, 2018 between BUSHWHACKER DAYS COMMITTEE (the "Operator") and THE FARNUM FAMILY (the "Band") for the hiring of Band as independent contractors to perform (the "Shows") for Operator at BUSHWHACKER DAYS (the "Venue"), located, respectively, at: COURTHOUSE SQUARE & MAIN STREET, NEVADA MO 64772

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 address ABOVE STATED, on the 7TH day of JUNE, 2018 at 7 PM, AND the 9TH day of JUNE, 2018 starting at 10:30 AM, 12:00 NOON, 2:00 PM & 3:30 PM, INCLUDING THE PROVISION & OPERATION OF A SOUND SYSTEM FOR THAT DAYS ACTIVITIES.
2. **Description of Shows.** Shows will be a musical performances with musical content decided by Band. The Thursday evening Gospel show will start at 7 PM and last approximately 90-MINUTES. The Saturday shows will be performed as follows: THREE 30-minute shows at 10:30 AM, 2:00 PM and 3:30 PM, and a 1-HOUR show at NOON.
3. **Payment.** Compensation for the Shows and providing & running sound in the Living History Tent on Saturday will be \$2650 dollars, payable by CHECK, OR CASH (together being the "Fee"). A \$650 deposit is due on the signing of this contract. The remaining balance (\$2000) of Fee is due at the time of conclusion of the 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 days prior to the time of Show, in which case Operator's deposit portion of Fee is non-refundable, but Operator will not have to pay the remaining balance of Fee. If Show is cancelled within 2 days of Show, Operator must pay Band's full Fee. Band may cancel at any time prior to event date 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, the deposit portion 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. **Band Guest Tickets.** When tickets are sold, Operator will make available to Band 10 complimentary tickets to Show for Band to use at Band's sole discretion.=
7. **Food and Drink.** On Saturday, Operator will provide Band with 8 meals or cash buyout (at \$10/person), and 8 bottles of water.

June 4th

Let Atkinson

\$80 cash out





✉ PO Box 355 / Galena, Missouri 65656 ✉
 ☎ 417-357-8286 / 417-337-3432 cell ☎
 ✉ Norm@FarnumFamily.org ✉

www.FarnumFamily.org

8. **Parking.** Operator will secure sufficient parking for Band's VAN & CARGO TRAILER 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.
9. **Sound System Check.** A sound check conducted by Band of Venue's sound system is required for the Thursday evening Gospel Show, at a time to be mutually arranged between Band and Operator.
 - a. The FARNUM FAMILY will also provide a sound system and run sound for Saturday's event in the Living History Tent.
10. **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 first-aid available if necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.
11. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.
12. **Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at URL resource locator; <http://www.judge.me> (the "Arbitration Service") and according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.
13. **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.
14. **Interpretation.** Agreement will be interpreted according to the laws of MISSOURI.
15. **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 he has authority to sign this agreement for Band in its entirety. The below signed Operator's Representative warrants she has authority to bind Operator and Venue (above).

Signature of Band Representative: Norm Farnum Date: 2/21/18
 NORM FARNUM, BANDLEADER

Operator's Representative Signature: Sherree Gayman Date: _____
 SHEREE GAYMAN, ACTING CHAIR



4857 James Austin Drive, Mississauga, Ontario, Canada L4Z 4H1
 Tel: (905) 755-1927 Fax: (905) 755-1928 www.thebookinghouse.com

THIS CONTRACT is for the personal services of music and more, to be performed on Friday, 8th of June, 2018 between the undersigned purchaser hereafter called "the Purchaser" and musician hereafter called "Musicians" represented by the undersigned leader.

WITNESSETH that the Purchaser and its agents for the personal services of the Musicians as musicians severally through their Leader, agree to render collect fees to the Purchaser as per attached Tribute Order of the leadership of Hotel California according to the following terms and conditions:

ARTIST Hotel California
SPECIAL BILLING The Original Tribute to the Eagles
EVENT Bushwhacker Days 2018
VENUE Downtown Nevada Square
ADDRESS Nevada Square Court House (close to the stage)
 119 Main Street
 Nevada, Missouri
LENGTH AND TIMES 1 x 90 minute set starting at 7:30pm
DATE(S) Friday, June 8, 2018

COMPENSATION \$8,000.00 (Eight Thousand Dollars)
 US funds
DEPOSIT \$4,000.00
DEPOSIT DUE DATE Immediately
DEPOSIT PAYABLE TO The Booking House Inc. **DEPOSIT PAYABLE BY** certified cheque or bank draft
BALANCE \$4,000.00
BALANCE DUE DATE June 8, 2018
BALANCE PAYABLE TO The Booking House Inc. **BALANCE PAYABLE BY** cash or certified cheque
BALANCE PAYABLE TIME before performance and given to Andy Lapointe

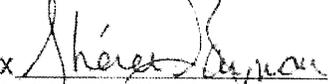
DEPOSIT

PURCHASER CONDITIONS Purchaser to provide sound, lights, technician, partial backline (drum kit and keyboard), accommodation for 2 nights if needed (5 single rooms) and hospitality (5 hot meals at a restaurant and possibly some trays as per rider at load in & sound check TBD) at no cost to the Artist. Artist to provide own transportation to and from Nevada, MO at no cost to the purchaser.
PRODUCTION CONTACT Allan Todd, OKC Backup, 405-740-4476, at 5okcbackup.com

If Leader or key Musicians is telephoned into the office of any establishment represented to the purchaser (including chair buyers) within 24 months from the term of this agreement, Purchaser and Leader shall jointly and severally be liable for payment to The Booking House Inc. commission in full, subject to this engagement.

PURCHASER:
 Sheree Gayman, Executive Director
 Nevada/Vernon County Chamber of Commerce
 "Bushwhacker Days 2018"
 225 W. Austin Blvd., Suite 200
 Nevada, Missouri 64702
 (417)667-5300 Telephone

LEADER:
 Hotel California
 The Booking House Inc.
 4857 James Austin Drive
 Mississauga, Ontario L4Z 4H1
 (905) 755-1927 Telephone
 (905) 755-1928 Fax

X 
 SIGNATURE OF PURCHASER

X 
 SIGNATURE OF LEADER

This contract # 0001516 is owned by The Booking House Inc. - Andy Lapointe