

AGENDA ITEM

May 5, 2015

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 2015 Bushwhacker Days. The main event entertainment will be Larry Gatlin and the Gatlin Brothers. They would like for the Council to approve the amount of \$5,000 for the payment of the contract.

BILL NO. 2015-021

ORDINANCE NO. 8044

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, BUDGETING FUNDS FOR THE PROMOTION OF TOURISM THROUGH THE BUSHWHACKER COMMITTEE FOR BUSHWHACKER CELEBRATION 2015 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:

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 sum of \$5,000 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 19th day of May, 2015.

CITY OF NEVADA, MISSOURI

(SEAL)

Brian L. Leonard, Mayor

Attest:

Bev Baker, City Clerk



1600 Division Street, Suite 300
Nashville, TN 37203
USA

Phone: +1 615-963-3387
email: LA@wmeentertainment.com

LARRY GATLIN & THE GATLIN BROTHERS

LARRY GATLIN DBA LARRY GATLIN ENTERPRISES

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 15 Apr 2015 between LARRY GATLIN DBA LARRY GATLIN ENTERPRISES (hereinafter referred to as "PRODUCER") furnishing the services of LARRY GATLIN & THE GATLIN BROTHERS (hereinafter referred to as "ARTIST") and BUSHWHACKER DAYS/Frank Arnold (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

BUSHWHACKER DAYS
125 West Cherry Street
Nevada, MO 64772
USA

2. DATE(S) OF ENGAGEMENT: Sat 13 Jun 2015

- a. Number of Shows: 1
- b. Show Schedule(s):
 - 07:00 AM: Doors
 - 07:30 PM: Support - Confirmed: Random Strangers
 - 08:30 PM: LARRY GATLIN & THE GATLIN BROTHERS; (75-90 min.); Acoustic
 - 12:00 PM: Curfew

3. BILLING (in all forms of advertising):

100% Sole Headliner Billing

4. COMPENSATION:

\$11,000.00 USD (Eleven Thousand U.S. Dollars) flat GUARANTEE.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

- Purchaser to provide and pay for sound and lights as required by Artist.
- Purchaser agrees that all equipment stage gear, microphones, monitors, etc. shall be set and ready when Artist arrives for soundcheck at a time to be mutually agreed upon between Purchaser and Artist.
- Purchaser to provide and pay for catering as required by Artist.

Production Contact: Allan Todd
(405) 740-4476 (off.)

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation: - Buyer is NOT providing flights.

- b) Accommodations:
- c) Air freight and excess baggage:
- d) Ground transportation: - Purchaser to provide and pay for local ground transportation as required by Artist.
- e) Meals and incidentals:
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

- *Purchaser agrees to the following:
 - Purchaser to contact Steve Smith (ssmithgtr@aol.com) regarding production, catering, and any other advance questions.
 - Any terms contained in PURCHASER's offer regarding recording, streaming, or any other audio and/or visual reproduction are NOT accepted by PRODUCER, unless otherwise specifically set forth herein. PURCHASER is advised that PRODUCER/ARTIST takes unauthorized streaming and other exploitations very seriously and any breach hereof shall be deemed material and shall entitle PRODUCER/ARTIST to all damages in which event PRODUCER/ARTIST reserves all right and remedies.
 - In the case of inclement weather or force majeure and provided Artist is ready, willing and able to perform, Artist shall be paid in full.
 - All support acts and show line-up (and any changes to the foregoing) are subject to Artist's prior approval. Purchaser must submit list of potential support acts for management approval prior to confirming any Artist as support.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

- a. **DEPOSIT in the amount of \$5,500.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **15 Apr 2015**;

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
 ATTN: Lance Alleman
 1600 Division Street, Suite 300
 Nashville, TN 37203
 USA

OR via bank wire as follows:

CITY NATIONAL BANK 54 Music Square East Nashville, TN 37203	ABA no.: 064009445 William Morris Endeavor Account No.: 684001426 ORG: Bushwhacker Days / REF: Larry Gatlin & The Gatlin Brothers / Jun 13, 2015 WME booking code: PAC 729301
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Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sat 13 Jun 8:30 PM	10,000 Lawn		0	0	0									
	10,000		0	0	0									

SCALING NOTES:

- *Outdoor Show / Covered Stage / Rain or Shine Event
- *Free Show

ADJUSTED GROSS POTENTIAL:

TAX:

NET POTENTIAL:

12. EXPENSES:

N/A

13. MERCHANDISING:

Artist sells; All Merchandise: 100.0% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By: _____

By: _____

BUSHWHACKER DAYS

Frank Arnold
PO Box 84
Moundville, MO 64771
USA

Bushwhacker Days
125 West Cherry Street
Nevada, MO 64772
USA

LARRY GATLIN dba LARRY GATLIN ENTERPRISES

Fed ID: 62-0986853

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above. Attention: Alleman