



Special Events Performance Agreement

**THIS AGREEMENT**, entered into this 8th day of November, 2018 by and between the **TOWN OF PRESCOTT VALLEY**, a municipal corporation of Arizona (hereinafter referred to as "Town"), and Theodore W. Bouras DBA The Mingus Mountain Boptet (hereinafter referred to as the "Artist")

**WITNESSITH:** Hope Hooper, Recreation Coordinator, Town of Prescott Valley

**WHEREAS**, the Town conducts the quarterly events known as the Theater on the Green (hereinafter referred to as the "performances"); and

**WHEREAS**, Artist desires to provide such Performance at the Theater on the Green;

**NOW, THEREFORE**, the parties agree as follows:

- 1. Name of Employer:** The name of the Employer is the Town of Prescott Valley
- 2. Agreement to Perform:** Artist agrees to perform at the Civic Center, 7501 E. Civic Circle, Prescott Valley, Arizona, in accordance with the terms of this Agreement and any addendums or riders hereto.
- 3. Date(s) and Time(s) of Performance:** The date(s) of the Performance shall be Saturday, May 25<sup>th</sup>, 2019, and the time(s) of the Performance shall be between the hours of 5pm to 7pm. This Performance shall have the duration of at least one hour.
- 4. Performance:** The entertainment to be provided by Artist is generally described as: live music
- 5. Compensation:** Employer agrees to pay to Artist or his agent the sum of \$700
  - A. Payments shall be made to: Theodore W. Bouras
  - B. Method of Payment: Town of Prescott Valley check
- 6. Recording, Reproduction, or Transmission of Performance:** Employer will use its best efforts to prevent the recording, reproduction, or transmission of the Performance without the written permission of Artist or Artist's representative.
- 7. Excuse of Obligation:** Employer and Artist shall be excused from their respective obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.
- 8. Taxes:** Employer agrees to prepare and file all tax information required of a person who hires an independent contractor and Artist agrees that they have sole responsibility for the payment of any federal or state taxes arising from the monies paid by Employer to Artist for the Performance.
- 9. Independent Contractor:** It is understood that the Artist is entering into and executing this Agreement as an independent contractor and is not an employee of the Town. This Agreement shall not in any way be construed so as to create a partnership or any kind of joint undertaking or venture between the Artist and the Employer, nor make either the Artist or the Employer liable in whole or in part for any obligation that may be incurred by the other in carrying out any of the provisions hereof or otherwise.
- 10. Indemnification for Copyright Infringement:** The Artist represents and warrants that it is knowledgeable about the copyright laws of the United States as applicable to the Performance, and that the Artist shall not perform any copyrighted materials of other during Performance without full compliance with such applicable copyright laws, in the event that Artist breaches this representation, warranty and covenant, Artist hereby agrees to INDEMNIFY AND HOLD HARMLESS Employer and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of breach.
- 11. Merchandising:** Artist shall not during the event sell any goods, products, merchandise or services (other than the services provided herein) on the grounds of the event except by express written consent of Employer.



Special Events Performance Agreement

12. Promotion: Employer shall be entitled to advertise and promote the appearance of the Artist at the event and the Performance. Artist acknowledges that Employer will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates, and times of all performances to be held at the event. Artist hereby acknowledges and agrees that Employer may use its name, photographs, likeness, facsimile signature and any other promotional materials in all such promotions, advertising, or other activities used to increase attendance at the event.

13. Parking: Employer shall provide parking space for vehicles in a location of close proximity to the performance area where show will take place on the scheduled date(s) This parking space will be reserved for the Artist for a period of \_3\_ hours prior to the schedule time and ending \_3\_ hours following completion of the Performance.

14. Stage: At its sole expense, Employer shall furnish the stage, and PA system,

15. Dressing Rooms: Dressing rooms shall not be a provision of the employer

16. Loss: Artist agrees to accept responsibility for any lost or stolen equipment, stage props, scenery, or other personal property that Artist supplies and Artist will hold Employer harmless for the loss thereof. Artist further agrees to accept responsibility for equipment, stage props, scenery, lighting, etc. supplied by Employer that is lost, stolen, or damaged by Artist or while in control of Artist.

17. Governing Law: This Agreement shall be governed by and construed under the laws of the State of Arizona, and shall be deemed made and entered into in Yavapai County.

18. Merger Clause: This Agreement constitutes the entire agreement between the parties.

19. General Compliance with Laws: Artist shall otherwise comply with all applicable local, state, and federal laws in its performance under this Contract.

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

Employer:

Artist:

\_\_\_\_\_ date \_\_\_\_\_  
Larry Tarkowski, Town Manager  
Town of Prescott Valley  
7501 E. Civic Circle  
Prescott Valley, AZ 86314

\_\_\_\_\_ date \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Cellular #: \_\_\_\_\_