

**City of Menahga
Action Memorandum 16-031**

Subject: Authorize the Contract with Monroe Crossing for the 2017 Sounds of Spirit Lake Concert Series

Agenda of: October 11, 2016

Council action: Authorized _____

Summary statement:

Action Memorandum 16-031 authorizes the contract with Monroe Crossing for next year's Sound of Spirit Lake performance.

Fiscal information:

Total amount of funds listed in this legislation: \$ 3,000

This legislation (✓):

<input type="checkbox"/> Has no fiscal impact	<input type="checkbox"/> Creates a positive impact in the amount of: \$ _____
	<input checked="" type="checkbox"/> Creates a negative impact in the amount of: \$ <u>3,000</u>

Funds are (✓):

<input checked="" type="checkbox"/> Budgeted	Line items(s): <u>226-00000-307 BR&E Expenses</u>
<input type="checkbox"/> Not budgeted	Affected line item(s): _____

MONROE CROSSING

Art Blackburn, Manager
HC 3 Box 10007
Keeau HI 96749
763.213.1349
art@monroecrossing.com



Performance Agreement

It is hereby agreed that:

Monroe Crossing (herein known as "Artist"), will appear in concert at/for the **Menahga Area Historical Society** (herein known as "Promoter"), for the **Menahga Summer Concert Series**, held at the **Spirit Lake Beach Pavilion** in **Menahga MN**, on **Friday, July 21st 2017**, for two (2) **45-50 minutes sets**, with intermission, from **7:00-9:00 p.m.**

It is further agreed that:

- 1) Promoter will pay Artist immediately upon conclusion of performance(s) the **Performance Fee of \$3000.00.**
- 2) **PLEASE** return a signed and dated Performance Agreement by **September 1st, 2016** to validate Agreement.
- 3) Promoter Artist X will provide sound system and sound tech (see www.monroecrossing.com/techinfo.html).
- 4) **Promoter will X** will not provide 4 motel rooms for **one (1) night.** (see attached rider, if applicable).*
- 5) Promoter will provide stage area (12x16 ft minimum) with adequate lighting and power source (see www.monroecrossing.com/techinfo.html)
- 6) For outdoor performances, stage area will be sheltered and protected from sun and inclement weather. If necessary, Promoter will provide alternate performance site in event of inclement weather.
- 7) Promoter will provide Artist with directions, and on-site parking by stage entrance.
- 8) Promoter will provide Artist with access to stage a minimum of 120 minutes prior to first performance.
- 9) **Promoter will provide 10 bottles of water on stage prior to EACH SET.**
- 10) **Promoter will provide fresh (NOT pre-packaged) backstage deli trays (assorted veggies, FRUITS, nuts, meats, cheeses, breads/crackers w/dip, condiments) OR catered meals. ^{EST} One band member has a GLUTEN ALLERGY.**
- 11) Promoter will provide secure Green Room (dressing room).
- 12) Artist will be permitted to display and sell recordings and related band merchandise.
- 13) Promoter will promote and publicize event locally and regionally, to include postering, newspaper ads, press releases & PSAs.
- 14) Artist will, in a timely manner, provide adequate publicity materials as requested by Promoter.
- 15) Any and all Audio or Video recording by parties other than the Artist, or representative(s) of Artist, is strictly prohibited without the express written permission of Artist
- 16) Performance Agreement is binding on all parties, rain or shine.
- 17) Should Promoter wish to reschedule the performance date(s), Artist will make every effort to accommodate Promoter.
- 18) Should Promoter, in the absence of a mutually agreed upon rescheduled performance date, cancel this Performance Agreement at any time, Promoter shall immediately pay Artist full amount of Performance Fee as described above, plus 5% interest from date of cancellation, plus reasonable attorney's fees necessary for the enforcement of the contract.
- 19) Artist will guarantee timely appearance of all band members or suitable replacements as deemed appropriate by Artist.
- 20) Artist is not liable or responsible for failure to appear due to documented illness or accident, schedule delay of public conveyance, vehicular failure, storms, floods or other acts of man or nature deemed beyond Artist's control.

* **One band member has a cat allergy**

We, the undersigned, as **authorized Agents** for Promoter and Artist, agree to all conditions and terms of this Performance Agreement.

Ralph Kumpala
Agent for Promoter

9/13, 2016

Art Blackburn
Agent for Artist

July 29, 2016

Ralph Kumpala
Menahga Area Historical Society

Art Blackburn
Monroe Crossing