

**City of Menahga
Action Memorandum 17-011**

Subject: Authorize the Musical Performance Services Agreement with Time Music Agency, Inc for SSCB's Performance at Northbound Spirits During the Mid Summer Celebration

Agenda of: March 13, 2017

Council action: Authorized _____

Summary statement: During the 2016 Mid Summer Celebration, SSCB performed at Northbound Spirits. The Band was well received and has agreed to perform again this year.

Fiscal information:

Total amount of funds listed in this legislation: \$ 2,950

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>2,950</u>

Funds are (✓):

<input checked="" type="checkbox"/> Budgeted	Line items(s): _____
<input type="checkbox"/> Not budgeted	Affected line item(s): <u>609-49750-215</u>

TIME MUSIC AGENCY, INC

PO Box 353, Long Lake MN 55356 Office: (952) 448-4202 www.timemusicagency.com

MUSICAL PERFORMANCE SERVICES AGREEMENT

ANY AND ALL RIDERS ATTACHED HERETO ARE MADE A PART HEREOF

This Musical Performance Services Agreement is being entered into on February 15th, 2017 by and between the purchaser and the Artist. Whereas the purchaser of Artist (herein called "Purchaser") is a business or organization desiring to hire entertainment, and whereas the Artist (herein called "Artist") are desiring to furnish the Purchaser their services. Therefore in consideration of the promises of the parties and for other good and valuable consideration as set forth below, the Purchaser agrees to hire the Artist and the Artist agrees to perform for the Purchaser upon the terms and conditions as set forth in this agreement. The agent (herein called "Agency") is Time Music Agency.

- 1. Artist:** SSCB
- 2. Purchaser:** City of Menahga / 13 1st St NE / Menahga, MN 56464
- 3. Date(s) of Engagement:** 07/08/2017 8:30 pm - 07/09/2017 12:30 am
3 60 minute sets with 2 30 minute breaks
- 4. Compensation:** \$2,950.00 (Two Thousand Nine Hundred Fifty and 00/100 dollars - U.S.)
- 5. Payment:**
- 5a.** A non-refundable earnest money deposit in the amount of \$1,475.00 made payable to Time Music Agency is due with signed contract.
- 5b.** The remaining balance of \$1,475.00 is due, owing and shall be made payable to Will Caesar the day of the show.

TIME IS OF THE ESSENCE ON ALL PAYMENTS DUE TO: WILL CAESAR

- 6. Production:** Artist to provide production
- 7. Additional Terms:** Same set up as last year!
See attached "SSCB RIDER"
- 8. Accommodations:** N/A

9. Inclement Weather/Outdoor Performances:

In the event of inclement weather, purchaser agrees to provide an alternative site PRIOR to any setup of the ARTIST or the ARTIST's production crew if applicable. If no alternative site is provided, ARTIST will have no liability to Purchaser if ARTIST determines, in its exclusive and sole right of discretion, that its performance is or will become hazardous, prevented or substantially impaired due to inclement weather. In such occurrence, Purchaser remains liable to ARTIST for the full contract price. Water in the air space or on the surface of the performance area can render that show cancellable at ARTIST's discretion.

10. RE-BOOKING:

In the event Purchaser, on its own effort and without involving Time Music Agency, Inc., books Artist into any establishment owned in whole or part, booked alone or with other parties, or controlled/represented by the Purchaser within twelve (12) months after the engagement date above, Time Music Agency, Inc shall be owed and paid by Purchaser a commission of 15% (fifteen percent) of the total contract price that Artist and Purchaser agreed to therein and Purchaser's failure to honor this clause is a material breach of this contract.

The parties have read, understood, and agree to the conditions and terms of this contract and any riders attached to this agreement. Both parties have had adequate time to review this contract with their respective legal counsel or advisors.

Dated: _____

Dated: _____

For Purchaser

For ARTIST - Tax ID#: 475-15-5483

X

By:
Char West
City of Menahga

By:
Chad Higgins
Time Music Agency

Its _____
City of Menahga
13 1st St NE
Menahga, MN 56464

Its CEO
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