

10/5/20

RESOLUTION NO. 2020-155

A RESOLUTION ACCEPTING AND APPROVING A CONTRACT WITH G.L. BERG ENTERTAINMENT, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the City of Rock Springs desires to enter into a contract with G.L. BERG Entertainment in the amount of \$4,000.00, plus three (3) hotel rooms for two (2) nights, to host Divas Through the Decades for a one-90 minute show, to begin at 7:00 p.m. on April 10, 2021; and,

WHEREAS, the Governing Body of said City has reviewed said contract and has given it careful review and consideration; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Contract with G.L. BERG Entertainment to host Divas Through the Decades for a one-90 minute show, to begin at 7:00 p.m. on April 10, 2021, which is attached hereto and by this reference made a part hereof, be, and it is hereby, accepted and approved on behalf of the City of Rock Springs.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby, authorized, empowered and directed to execute said contract on behalf of said City; and that the City Clerk be, and he is hereby, authorized and directed to attest said contract and to attach a certified copy of this Resolution to each duplicate original of said agreement.

PASSED AND APPROVED this _____ day of _____, 2020.

President of the Council

Mayor

Attest:

City Clerk



ENGAGEMENT AGREEMENT

1. PARTIES. The parties to this agreement are:

ARTIST:

Lisa Marie Furth

(Name of Contract Signer on behalf of Artist)

Divas Through the Decades

(Name of Band/Act/Performer)

47-2988339 (DIVAS ENTERTAINMENT LLC)

(Artist's Social Security or Federal ID Number)

PURCHASER:

Timothy Kaomo, Mayor

(Name of Purchaser Contact, Contract Signer)

City of Rock Springs / Broadway Theater

(Contracting Party)

212 D Street

Rock Springs

WY 82901

2. PURPOSE. This agreement sets forth the terms and conditions for an engagement in which the Purchaser contracts the Artist's professional services. It is expressly agreed that G. L. Berg & Associates, Inc. acts herein as Artist's agent whose role is to facilitate the scheduling and contracting of this date between the Artist and Purchaser. G. L. Berg & Associates, Inc. is not responsible and assumes no liability for any act of commission or omission on the part of either Artist or Purchaser.

3. ARTIST'S DUTIES. Artist agrees to provide entertainment services and to perform the engagement according to the terms and conditions as set forth below in section 7. Artist agrees to indemnify, defend and hold G. L. Berg & Associates, Inc. harmless from and against all claims, costs or liabilities for damage or injury to Artist or the property of Artist during engagement.

4. ARTIST'S WARRANTIES. Artist/leader warrants that the entertainers working this engagement have given him/her the power to bind them to the terms of this contract.

5. PURCHASER'S DUTIES. Purchaser agrees to contract the Artist for services as entertainer. Purchaser agrees to the terms and conditions of the engagement and compensation for the Artist as set forth below in section 7. Purchaser agrees to provide a safe and secure stage/show area.

6. PURCHASER'S WARRANTIES. Purchaser warrants there will be no recording, reproduction or transmission from the place of engagement on behalf of their organization, without the prior written consent of Artist. It is understood that neither Artist or Purchaser are responsible for the actions of audience members/attendees who are unaffiliated with either party.

7. TERMS AND CONDITIONS:

(A) Name and place of engagement: Broadway Theater, 212 D Street, Rock Springs, WY.

(B) Date; starting and finishing time of engagement: SATURDAY, April 10, 2021; One 90-minute show with intermission to begin at 7:00 p.m.

(C) Artist to be completely set-up by: 6:00 p.m.

(D) Type of engagement: Concert Series.

(E) Compensation: Total Price is \$4,000.00 plus three (3) hotel rooms for two (2) nights (April 9 & 10, 2021). A 20% deposit (\$800.00) is required and is to be made payable to G.L. BERG ENTERTAINMENT and mailed back with both signed contract copies. The remaining amount (\$3,200.00) is to be made payable to DIVAS ENTERTAINMENT LLC and handed to the Artist immediately following the performance on 4/10/2021. Payment terms are detailed at the bottom of this page.

(F) Additional Fee(s): A 5% processing fee will be added for any payments received via credit card.

(G) Production: Purchaser to provide sound and lights.

8. CONTACT INFORMATION:

(A) Contact Person to discuss event details:

Name: Chad Banks Phone: 307-352-1434 Email: chad_banks@rswy.net

(B) Additional/Emergency phone number for day of event: _____

DEPOSIT PAYMENT: \$800.00
PAYABLE TO: G.L. Berg Entertainment
825 Nicollet Mall, Suite 801
Minneapolis, MN 55402
Tax ID Number: 41-1834736

***Due upon receipt to be returned with signed contract.**
Please mail payment to the address listed above.

BALANCE DUE: \$3,200.00
PAYABLE TO: DIVAS ENTERTAINMENT LLC
8017 Telegraph Rd.
Bloomington, MN 55438
Tax ID Number: 47-2988339 (DIVAS ENTERTAINMENT LLC)

****Due to the Artist at the event on 4/10/2021.**
Do Not Mail Payment To This Address Without Prior Approval.

9. INDEPENDENT CONTRACTOR. Artist is an independent contractor and is not an employee of the Purchaser or G. L. Berg & Associates, Inc. while rendering services.

10. ACCESS TO ARTIST. G. L. Berg & Associates, Inc. representatives shall have access to the place of engagement for the purpose of conferring with the Artist.

11. FORCE MAJEURE. Neither Purchaser nor Artist will be required to perform its obligations under this agreement in the event that such failure is caused by sickness, accidents, riots, strikes, acts of God, or any other legitimate conditions beyond the Purchaser's or Artist's reasonable control. **NOTE:** If it is an outdoor event, Purchaser should provide a rain site (or adequate & safe weather protection) as the Artist is to be paid in full even if it is rainy and/or windy to the point Artist cannot perform at scheduled place (section 7.A). In case of severe weather, if Artist is notified of engagement cancellation prior to leaving for the engagement it will constitute an act of God. If artist travels to, or is in transit to, the place of engagement prior to being notified of the engagement being cancelled due to severe weather, the Purchaser is responsible for 100% of payment.

12. ILLNESS AND ACCIDENTS. Artist's agreement to perform is subject to proven detention by sickness or accident. In the event of this occurrence, G.L. Berg & Associates, Inc. will use its best efforts to re-schedule the performance for a future, mutually-agreeable date OR to find an alternate performer/entertainer that meets with Purchaser's approval. If G.L. Berg & Associates, Inc. is unable to find an alternate entertainer/performer that meets Purchaser's approval or if a re-scheduled date is not mutually agreeable, all monies paid, including any deposit, will be returned to the Purchaser in full.

13. BOOK-BACK. Artist and Purchaser agree that future engagements between them shall be booked through G. L. Berg & Associates, Inc. for a period of at least 24 months to run from the end of this engagement.

14. ARBITRATION. Any disputes whatsoever which arise out of this Agreement or the performance of this agreement shall be resolved before a mutually agreed upon arbitrator. The arbitrator's decision shall be final and binding upon both parties. G. L. Berg & Associates, Inc. shall in no way be liable or responsible for payments or obligations pursuant to this agreement.

15. NON-REFUNDABLE DEPOSIT. Except in the event of Illness or Accident as described in section 12, any deposit paid is non-refundable. In the event of a Force Majeure, as described in section 11, any deposit paid will be retained by G.L. Berg & Associates, Inc. and will be offered as a credit to the Purchaser. This credit will be applicable towards a future engagement and must be contracted within 12 months from the date of cancellation.

16. CANCELLATION CLAUSE. Artist shall be paid in full amount (100%) if this engagement is cancelled by Purchaser 45 days or less prior to the date of engagement. Artist to be paid one half (50%) of contracted amount if agreement is cancelled by Purchaser more than 45 days prior to the date of engagement. Purchaser may also be responsible for out of pocket expenses including, but not limited to, airfare/transportation, hotel/lodging cancellation costs, etc.

17. RIDER. The following information and attached rider, if any, is part of this contract.

This section is intentionally left blank.

18. ENTIRE AGREEMENT. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding except to the extent incorporated in this agreement.

SIGNATURE OF ARTIST:

SIGNATURE OF PURCHASER:

_____ Date: _____
Divas Through the Decades

_____ Date: _____
City of Rock Springs / Broadway Theater

G.L. Berg & Associates, Inc.
DBA G.L. Berg Entertainment
825 Nicollet Mall, Suite 801
Minneapolis, MN 55402



Toll Free: (888) 654-6901
email: info@glberg.com