

ORDINANCE NO. 2015 - 38

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SPECTRA ENTERTAINMENT, IN THE AMOUNT OF \$43,000 FOR AN ADDITIONAL ENTERTAINMENT ARTIST AND SOUND EQUIPMENT, AT THE BICENTENNIAL BIRTHDAY PARTY ON SEPTEMBER 18 & 19, 2015 AND DECLARING AN EMERGENCY

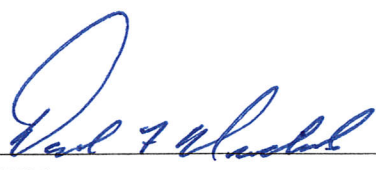
BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a contract with Spectra Entertainment for an additional entertainment artist and sound equipment, at the Bicentennial Birthday Party on September 18 & 19, 2015, in accordance with the contract attached hereto as Exhibit "A" and which is incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay Spectra Entertainment an amount not to exceed \$43,000 for said entertainment artist.

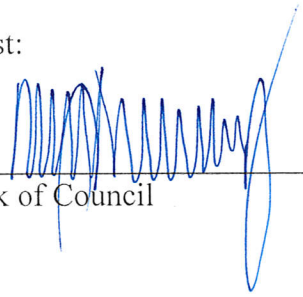
Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to execute the contract at the earliest possible date.

Passed this 23rd day of March, 2015.



Mayor

Attest:



Clerk of Council

Spectra Entertainment

AUTHORIZED AGENT CONTRACT-Additional Contract ELO

304 Pearhill Dr. West Carrollton Ohio 45449
937-847-9035 937-847-9036 FAX: 937-847-9037
www.spectra-entertainment.com

AGREEMENT made this 24th day of October, 2015 between Spectra Entertainment, LLC (herein referred to as Artist/Producer) and City of Mason, Ohio-for the 2015 Bicentennial Celebration (herein referred to as Purchaser).

VENUE: Corwin Nixon Park

ADDRESS: Mason, Ohio

CONTACT: Chrissy Avery

DATE (S) : Friday/Saturday Sept 18-19, 2015

LOAD IN: TBD

SHOWTIME (S) : TBD

LENGTH: 75-90 MINUTES

VENUE TYPE: 2015-200th Bicentennial Celebration

NUMBER OF PERFORMANCES:

COMPENSATION AGREED UPON: \$43,000.00

ADDITIONAL TERMS: Spectra to provide

Artists-The Orchestra Members of ELO and ELO Part 2 -- Also Item 1- Catering, Labor, Transportation, and hotel rooms Video Screens for the Saturday night
Also additional sound backstage area on the hill

City of Mason to Provide

4-Tents, Lighted and electric, Electric or (3)Generators to power lights sound, Security, EMS, and additional personal to work backstage with activities there. Pool Showers if needed, add ELO an REO to Insurance as additional insured

Unless otherwise specified, contract price shall include agent commission.

Compensation to artist/producer is to be paid as follows:

DEPOSIT OF \$33,500.00 TO BE RECEIVED UPON SIGNING Securing Equipment, Artists Deposit (TO SPECTRA)

BALANCE OF \$9500.00. DUE for final payments Items 1, ON OR BEFORE Sept 1, 2015, CASHIER'S CHECK OR CASH ONLY (MADE PAYABLE TO (Spectra Entertainment))

All payments may be bank wired for your convenience, instructions enclosed.

NO PERSONAL CHECKS WILL BE ACCEPTED

COMPENSATION TO BE GUARANTEED RAIN OR SHINE.

If a Contract Rider is attached, that Rider is a part of this contract and it must be reviewed, signed by purchaser and returned to Spectra Entertainment. In the event of conflict between the provision (s) of this contract and said Rider, the Rider shall govern.

THIS ENGAGEMENT IS NOT TO BE ADVERTISED OR PUBLICIZED IN ANY MANNER OR FORM UNTIL THIS CONTRACT IS FULLY PROCESSED AND SIGNED BY BOTH PARTIES. CONTRACT BECOMES VOID IF NOT SIGNED AND RETURNED BY PURCHASER WITHIN TEN (10) DAYS OF DATE ISSUED.

DO NOT SIGN UNTIL YOU HAVE READ BOTH FRONT AND BACK OF THIS AGREEMENT AND ALL RIDERS.

Purchaser agrees that Spectra Entertainment or one of it's representatives has express consent to sign any and all associated Artist Contracts and Riders in the Purchasers behalf. Does not release Purchaser from any liability (s) stated herein.

WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ALL RIDERS.

PURCHASER'S SIGNATURE

AGENT/ARTIST SIGNATURE

Purchaser: City of Mason, Ohio
Address: 6050 Mason-Montgomery road
City/State: Mason, Ohio
Zip: 45040
Telephone: 513-229-8555 EXT.5001
CAvery@Masonoh.org

Spectra Entertainment, LLC
304 Pearhill Drive
West Carrollton, Ohio 45449
937-847-9035

SIGN AND RETURN

FOR OFFICE USE ONLY

CONTRACT RECEIVED DATE _____

DEPOSIT RECEIVED DATE _____

COMMUNITY CENTER

APPROVED FOR PAYMENT

PO# 26151191

VENDOR# 08825

ACCT# 101.405.52350

AMT TO PAY \$ 33,500

CLOSE PO YES/NO

APPROVED BY

TERMS AND CONDITIONS:

PURCHASER HEREBY AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:

COMMUNITY CENTER

APPROVED FOR PAYMENT

PO#

VENDOR# 08825

ACCT# 101.405.52350

AMT TO PAY \$ 33,500

CLOSE PO YES/NO

APPROVED BY

EXHIBIT

A

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TERMS AND CONDITIONS:

PURCHASER HEREBY AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:

THIS ENGAGEMENT IS NOT FIRM AND NO ADVERTISING CAN BE DONE UNTIL THE CONTRACTS AND ADDITIONAL TERMS AND CONDITIONS HAVE BEEN SIGNED AND EXECUTED.

PURCHASER WARRANTS THAT HE/SHE HAS THE RIGHT TO ENTER INTO THIS AGREEMENT AND IS OF LEGAL AGE TO DO SO.

1. Producer/Agent/Artist's obligations hereunder shall be excused and the Producer/Agent/Artist shall have no liability to Purchaser if the Producer/Agent/Artist determines in good faith that their performance is (or likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary). Purchaser shall remain liable to the Producer/Agent/Artist for the full contract price plus any percentages moneys called for in the contract.

2. If Artist's performance (s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to inability to perform, accident, interruption or failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority and/or any other cause or event, similar or dissimilar, beyond the producer's/artist's control, then Producer/Agent/Artist's obligations with respect to the affected performances (s) shall be excused and the Purchaser shall remain liable to pay Producer/Agent/Artist the full contract price plus any moneys called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of the provision, the term Artist shall include Artist or any member thereof.

A) In the event of extreme weather, (rain, wind, lightening, hail etc), responsibility for cancellation of the show will be at the Sole discretion of the sound and lighting company. Act will not perform if stage area is wet or otherwise deemed hazardous.

3. The relationship between Producer/Agent/Artist and the Purchaser is that of an *independent contractor*. Accordingly, nothing in this Contract is intended, nor shall it be construed to constitute the parties as a partnership, joint venture, employee/employer relationship, and neither party shall represent itself to third parties as such. Producer/Agent/Artist shall not be liable in whole or in part for any obligation incurred by the Purchaser in carrying out its obligations hereunder.

4. Purchaser shall provide, at its sole cost, Commercial General Liability Insurance covering any claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement arising out of the negligent acts or omissions of the Purchaser. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (1,000,000) per occurrence, placed with the Miami Valley Risk Management Association. Said Insurance shall be in full force and effect at all times Producer/Agent/Artist, or any of their respective employees, agents or contractors (or any of their respective equipment) is or are at the Venue. Producer/Agent/Artist and each of their respective agents and employees shall be listed as additional insured in connection with the foregoing insurance policies.

Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation Insurance covering all of Purchaser's Employees, subject to the requirements of the applicable state law.

Purchaser shall provide certificates of insurance evidencing the above policies to Producer/Agent/Artist, at least thirty (30) days prior to the start of the Engagement. Producer's/Agent's/Artist's failure to request, review or comment on such certificates shall not affect the Producer/Agent/Artist right authorizations or Purchaser's obligations hereunder.

It is hereby requested that Purchaser will name the following as additional insureds on the commercial general liability policy of said Purchaser for claims arising out of the negligent acts or omissions of the Purchaser:

Connie Pichot (Individually)
Al Pichot (Individually)
Spectra Entertainment/Productions/Management

This is a required condition if we are to provide on-site support and service. We will not act in any supporting role or provide presence at the event unless copy of official **Certificate of Insurance** bearing individual names as well as Spectra are received thirty (30) days prior to the start of the Event.

Producer, Artist and Agent, at their own cost and expense, will maintain occurrence-based general liability, professional liability, and worker's compensation insurance throughout the term of this Agreement and will have such insurance in effect at the time of the performance with an insurance carrier which is at least rated "A-" by A.M. Best. Artist and Agent will be solely responsible for insuring all of their equipment, instruments, and other personal property related to the event or performance. Purchaser will not be responsible for, nor insure any of Artist's or Agent's equipment, instruments, or other personal property relating to the event or performance.

5. Purchaser agrees to sign and return Contract and any and all Riders to Spectra Entertainment within ten (10) days from the date of the Contract. Otherwise, Producer/Agent/Artist shall have the right to cancel the Engagement upon notice and without liability.

6. The Contract and Riders are the sole and complete agreement between the parties with respect to the Engagement, and supersedes all prior and contemporaneous agreement regarding the subject matter hereof. The Contract and Riders (or any part thereof) may not be changed, modified or waived except by a signed, written agreement of the parties. Nothing in this Contract or Rider shall require the performance of any act contrary to the law or the rules of regulations shall prevail, and the Contract and Rider shall be modified to the extent necessary to eliminate such conflict.