

## **PERSONAL SERVICE CONTRACT**

This personal service contract is made and entered into by **City of Craig** herein known as “BUYER” with a mailing address of 300 W 4<sup>th</sup> Street, Craig, CO and James Williams (dba Rhema Music & Clothing Co.) with a mailing address of 219 e Aspen Ave. Fruita, Co. 81521 herein known as “Contractor” as of December 8th, 2020.

**NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the parties.**

### **ARTICLE ONE – TERM OF CONTRACT**

This contract is for services for **Whittle the Wood Rendezvous**, an annual event held on **June 23-26, 2021**. The terms of this Contract is for **2021 Whittle the Wood Rendezvous**.

The term of this agreement shall commence on December 8th, 2020 and shall terminate June 27<sup>th</sup>, 2021.

### **ARTICLE TWO – DUTIES/RELATIONSHIP BETWEEN PARTIES**

***Contractor will act as the booking agent, production manager, stage manager, and master of ceremonies for Whittle the Wood Rendezvous.***

Duties will include, but are not limited to the following:

- Researching and booking bands. Contractor is responsible for signing all contracts with bands.
- The Contractor agrees to provide the names of quality band lineups including local, state, regional and national acts, and an itemized budget sheet of all anticipated costs related to the event no later than **12/31 2020**. The City shall, within 14 days, notify the Contractor of their final band selection(s) based upon the budget submission provided by the Contractor. The Contractor agrees to offer the City a suitable substitute in the event their first selection is not available; the City has the ability to terminate this agreement without penalty in the event there is not an agreement concerning the availability of an appropriate performer(s) and any deposit that has been paid by the City, at that point, shall be returned to the City in full. The City agrees to compensate the Contractor a reasonable rate to the point of termination of the contact in the event of the situation described above.
- The City shall select the band(s) after the Contractor has provided a list of potential band lineups within 14 days after submission of the information from the Contractor.
- The Contractor agrees to submit a final stage schedule to the City with times and dates of performances no later than **3/15/21**.
- The City agrees the budget for all services related to this matter will not exceed \$20,000.00. The Contractor shall provide to the City an itemized billing statement for review and approval of all services to the City no later than April 1<sup>st</sup>, 2021. This includes but not limited to, band fees, production, sound, lights, etc.
- The Contractor shall ensure bands arrive at the appropriate time and perform throughout the entirety of the provided schedule they are contracted to perform.
- The Contractor shall ensure band and any other contracted service receive their compensation checks at the conclusion of the event. The Contractor is solely responsible for ensuring the band, production crew, labor and all other contracted work related to this event is paid by the Contractor out of the amounts he receives as a result of this Agreement.
- The City agrees to negotiate a rate with local hotels who will accommodate the band, crew and any other necessary service provider. The City of Craig will work in conjunction with Contractor for quantity of

- rooms needed within responsible time before event.
- The Contractor shall ensure the bands are on time for their performances.

***Contractor agrees to act as the Stage Manager for the entire scheduled event. \_***

The Contractor shall be responsible for all requirements that are necessary to facilitate this event with the exception of covered stage (no smaller than 32ft x 40ft), backstage area, tents & trailer(s) as needed and agreed upon prior to event , Green Rooms(s), and appropriate security fencing for the staging area (to be provided by the City). The Contractor is solely responsible for at least the following:

- Fulfilling all band requests for food and beverage or any other reasonable request;
- Providing all transportation to and from the event;
- Ensuring all sound, lighting and production is scheduled, properly set up, paid for and working prior to band(s) arrival;
- Ensuring professional quality sound equipment (backline) and facilitating coordination between the sound crew & the artist(s) teams for the stage during the following times:

**The parties agree bands will be scheduled for the following days and times:**

**Friday:** \_\_\_\_\_ (Pipped in House Music to begin \_\_\_\_\_)

**Saturday:** \_\_\_\_\_ (Pipped in House Music to begin \_\_\_\_\_)

All acts must be completed no later than \_\_\_\_\_. The parties agree the event shall end no later than \_\_\_\_\_

In consideration of full completion of the agreement and duties set forth in this article, the City agrees to compensate the Contractor in the sum of \$4,000.00 made payable to Rhema Music & Clothing Co. The parties agree that the Contractors fees, shall be paid in addition to the total budget allocated below. The parties agree to the following payment schedule from the City to the Contractor as listed below.

The Contractor shall pay and be solely responsible for all withholdings, including but not limited to Social Security, State Unemployment, State and Federal income taxes, and any other obligations. The Contractor acknowledges that he is an independent contractor and not an agent, partner, joint venture, not an employee of the City. The Contractor shall have no ability to bind or otherwise obligate the City in any manner, not shall the Contractor represent to anyone that he has the right to do so. The Contractor further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Contractor shall indemnify and hold harmless the City from any such loss or damage unless as a direct result of the City or City employee negligence.

Payment will be made as follows:

1 <sup>st</sup> DEPOSIT: \$5,000.00.	Due 1/11/2021.
2 <sup>nd</sup> DEPOSIT: \$5,000.00	Due 3/22/2021.
REMAINDER: \$10,000.00	Due 6/22/2021.

Itemized invoices documenting work provided must be sent directly to City of Craig Parks & Recreation Department, located at 300 W. 4<sup>th</sup> St. Craig, CO 81625 or emailed directly to [rdennison@ci.craig.co.us](mailto:rdennison@ci.craig.co.us) no later than June 30<sup>th</sup>, 2021.

The Contractor agrees to provide documentation that the band has been confirmed, as well as, all necessary sound, lighting and equipment has been reserved to facilitate the event no later than April 30<sup>th</sup>, 2021. Failure of

the Contractor to provide proof that all necessary reservations have been made to facilitate the event by the above listed date allows the City to terminate this agreement without obligation of further payment to the Contractor.

City of Craig is not responsible for providing insurance for sound equipment, audio and lights if they are damaged during the event. The Contractor agrees to indemnify and hold the City harmless against any and all claims related to the sound equipment, audio and lighting related to this event unless as a direct result of the City or City employee negligence. The Contractor assumes responsibility for ensuring all sound equipment, lighting, and stage equipment is properly insured in the event they are damaged or stolen.

The City agrees to secure the services of the Contractor by depositing 25% of the agreed upon fee no later than January 15<sup>th</sup>, 2021. The parties agree this security is non-refundable in the event of cancellation, however, the parties also agree this amount will be applied towards fees for purposes of the rescheduled event and shall not be retained by the Contractor for his personal work but instead shall be held in a separate account pending the rescheduled event. The parties agree that if the event is cancelled prior to February 28<sup>th</sup>, 2021 the City shall also pay to the Contractor 5% of the total budgeted fees for services rendered to that point. If the event is cancelled between March 1<sup>st</sup>, 2021 – May 31<sup>st</sup>, 2021 the Contractor shall retain the deposits made through that date to be used towards the rescheduled event and shall be held in a separate account; the City also agrees to compensate the Contractor 10% of the total budgeted fees for services rendered to that point. The parties agree if the event is cancelled after June 1<sup>st</sup>, 2021 that the Contractor shall maintain all amounts deposited in a separate account to date to be used for the rescheduled event; the City agrees to pay the Contractor 15% of the total budgeted amount as compensation for services rendered to that point. The Contractor shall be solely responsible for any and all deposits that are non-refundable for the band, sound equipment, lighting, etc. that he contracts for as a result of this agreement.

It is the responsibility of CONTRACTOR to notify bands that this event will take place rain or shine. In the event of inclement weather, there may be a delay in production, but bands will play when delay lifts.

In the event of Whittle the Wood Rendezvous is not possible due to COVID-19 restrictions, limited venue capacity or public health mandate, the City of Craig agrees the entire amount deposits paid to the contractor shall be rolled over to be utilized in full for the rescheduled event in the future subject to compensation to the Contractor as detailed previously in this agreement. The Contractor shall be solely responsible for any and all deposits that are non-refundable for the band, sound equipment, lighting, etc. that he contracts for as a result of this agreement.

The parties agree the City has the exclusive right to cancel the event at any time without cause or for reasons stated in this document. The parties are, however, bound by the terms regarding compensation as detailed in this agreement.

Rhema Music & Clothing Co. logos shall also appear on printed advertisements such as in the Craig Daily Press or social media advertising. All publicity, advertising, promotion and media contact will be provided by City of Craig.

The Contractor will not incur any additional expense or debt on behalf of the BUYER without written authorization from the BUYER.

### **ARTICLE THREE**

Contractors are fully cognizant of the risk of accident or injury incident to the program and activities hereunder and accepts such risks and will save and hold harmless the City from any claims or demands by whomever made arising out of injury or loss to the Contractors arising out of the program and activities. Such assumption of the risk and hold harmless shall not apply to willful or reckless acts of the City or employees of the City.

The Contractor, shall at his expense, be solely responsible for protecting its employees, subcontractors, material suppliers or any person associated with this agreement, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Service or the site where it is being performed. The Contractor agrees to provide general liability insurance in the amount of \$1,000,000.00 per incident and agrees to name the City as an additional insured as part of this agreement. The Contractor agrees to indemnify and hold the City harmless with regard to any and all potential liability associated with Whittle the Wood performers, employees related to the setup of the stage and/or equipment, or in the event the general public is injured as a result of the performance.

In addition, the Contractor agrees to act in accordance with the rules and regulations administered by federal law and OSHA. The Contractor shall be solely responsible and liable for any penalties, fines or fees incurred. The Contractor agrees that the use of alcohol and drugs are prohibited on the Work Site by the Contractor and any employees (subcontractors) and while performing the services under this agreement. If the Contractor or any of their agents, employees or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate.

#### **ARTICLE FOUR**

In the event of default under this agreement, the defaulted party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this agreement or with respect to this agreement the prevailing party shall be reimbursed by the other party for all costs and expenses in connection with the action, including, without limitation, reasonable attorney's fees.

This agreement shall be governed by and shall be construed in accordance with the law of the State of Colorado and in the event of litigation venue shall be in Moffat County, Colorado.

This agreement constitutes the entire agreement between the parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplemental modification, or amendment of this agreement shall be binding unless executed in writing by all parties. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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CITY OF CRAIG

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Jarrod Ogden, Mayor

Date

Attest:

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Liz White, City Clerk

Date

CONTRACTOR:

*James Williams* 12/7/2020

James Williams

Owner

DATE

Rhema Music & Clothing Co.