

PERSONAL SERVICE CONTRACT FOR WHITTLE THE WOOD RENDEZVOUS

This personal service contract is made and entered into by **City of Craig** herein known as “**BUYER**” with a mailing address of 300 W 4th Street, Craig, CO, and James Williams (dba Rhema Music & Clothing Co.) herein known as the “**CONTRACTOR**” with a mailing address of 219 E. Aspen Ave., Fruita, CO.

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 22-25, 2022**. The term of this Contract is for **2022 Whittle the Wood Rendezvous**.

The term of this agreement shall commence on January 5, 2022 and shall terminate June 26th, 2022.

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 upon receipt of BUYER deposits. 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 **01/12 2022**. The BUYER 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 BUYER a suitable substitute in the event their first selection is not available; the BUYER 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 BUYER, at that point, shall be returned to the BUYER in full. The BUYER agrees to compensate the CONTRACTOR a reasonable rate to the point of termination of the contract in the event of the situation described above.
- The BUYER 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 suitable stage schedule to the BUYER with times and dates of performances no later than **3/14/22**.
- The BUYER agrees the budget for all services related to this matter will not exceed **\$85,000.00**. The CONTRACTOR shall provide to the BUYER an itemized billing statement for review and approval of all services to the BUYER no later than **April 1st, 2022**. 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 received because of this Agreement.
- The BUYER agrees to negotiate a rate with local hotels who will accommodate the band, crew, and any other necessary service provider. The BUYER 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.
- It is understood by the CONTRACTOR, that all entertainment will play at the Loudy Simpson stage.

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 except for 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 BUYER). 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).

In consideration of full completion of the agreement and duties set forth in this article, the BUYER agrees to compensate the CONTRACTOR in the sum of **\$12,750** as shown in Exhibit "A" made payable to Rhema Music & Clothing Co. The parties agree that the CONTRACTORS fee, shall be paid in addition to the total Deposit(s) allocated below. The parties agree to the following payment schedule from the BUYER to the CONTRACTOR as Deposit(s) below as shown in Exhibit "A"

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 BUYER. The CONTRACTOR shall have no ability to bind or otherwise obligate the BUYER in any manner, nor 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 because of a violation of this provision, the CONTRACTOR shall indemnify and hold harmless the BUYER from any such loss or damage unless as a direct result of the BUYER or BUYER'S employee negligence.

Exhibit "A"

Payment schedule will be made as follows:

1st DEPOSIT: \$21,250 + \$6,375 (CONTRACTOR FEE) = \$27,625	Due 1/15/2022
2nd DEPOSIT: \$21,250	Due 3/21/2022
Final 3rd Deposit: \$29,750 + \$6,375 (CONTRACTOR FEE) = \$36,125	Due 6/21/2022

Itemized invoices documenting work provided must be sent directly to City of Craig Parks & Recreation Department, located at 300 W. 4th St. Craig, CO 81625 or emailed directly to rdennison@ci.craig.co.us no later than June 30th, 2022.

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 **March 21st, 2022**. 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 BUYER to terminate this agreement without obligation of further payment to the CONTRACTOR.

BUYER 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 BUYER 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 BUYER or BUYER'S 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 BUYER agrees to secure the services of the CONTRACTOR by advancing 50% of the CONTRACTOR Fee or \$6,375 and by advancing the band Deposit(s) of 25% or \$21,250 of the agreed upon fee of \$85,000 no later than January 15th, 2022. The parties agree the band Deposit(s) are non-refundable in the event of cancellation, however, the parties also agree this amount will be applied towards fees for the 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 by the BUYER, to occur within 14 months of the original schedule event. The parties agree that if the event is cancelled prior to February 27th, 2022, the CONTRACTOR will retain \$4,250 of the total CONTRACTOR fee and will return the remaining \$2,125. If the event is cancelled between March 1st, 2022 – May 31st, 2022, the CONTRACTOR shall retain the band Deposit(s) made through that date to be used towards the rescheduled event to occur within 14 months of the originally scheduled event for the BUYER, and shall be held in a separate account; the BUYER also agrees to compensate the CONTRACTOR for \$6,375 of the total budgeted CONTRACTOR fees or \$12,750 for services rendered, along with the final Deposit of \$29,750 to be paid to CONTRACTOR on 6/22/22 to be retained for future rescheduled event as previously described. The parties agree if the event is cancelled after June 1st, 2022, that the CONTRACTOR shall retain all amounts of Deposit(s) in a separate account to date to be used for the rescheduled event to occur within 14 months of the originally scheduled event for the BUYER; the BUYER agrees to pay the full CONTRACTOR fee of \$12,750 from the total budgeted amount of \$85,000 as compensation for services rendered to that point. The CONTRACTOR shall be solely responsible for any and all Deposit(s) that are non-refundable for the band, sound equipment, lighting, etc. that is contracted for because of this agreement. If the CONTRACTOR is unable to reschedule according to the BUYER'S event calendar in June of 2023, the contract requires retained Deposit(s) will be refunded to the BUYER by September 1st, 2023.

The parties agree that should the BUYER generate a revenue of \$125,000 from this event that any monies profited more than \$125,000 shall be divided between the BUYER and the CONTRACTOR with the BUYER retaining 75% of the profit and the CONTRACTOR receiving 25% of the profit.

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, or any other reason the CONTRACTOR agrees to ensure the band schedule to perform in 2022 shall perform at the rescheduled event as soon as practicable but no later than July 1st, 2023 and the fees previously agreed upon for performance will remain the same and the BUYER Shall not be responsible for any increased fees for future performance. In the event the band is not available to perform at a rescheduled event, the CONTRACTOR agrees to refund all monies related to the Deposit(s) for the band and all other Deposit(s) made for purposes facilitating this event within 30 days of the notice that the band would not be available for the rescheduled event. The CONTRACTOR shall be solely responsible for any and all Deposit(s) that are non-refundable for the band, sound equipment, lighting, etc. that he contracts for because of this agreement.

The parties agree the BUYER 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 CONTRACTOR, totaling \$12,750 as detailed in this agreement and all retained Deposit(s) to be refunded to BUYER.

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 BUYER.

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

ARTICLE THREE

CONTRACTOR is 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 BUYER from any claims or demands by whomever made arising out of injury or loss to the CONTRACTOR 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 BUYER or employees of the BUYER.

The CONTRACTOR, shall at his expense, be solely responsible for protecting its employees, subcontractor's, 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 BUYER as an additional insured as part of this agreement. The CONTRACTOR agrees to indemnify and hold the BUYER harmless regarding 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 because 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.

CITY OF CRAIG

Jarrod Ogden, Mayor Date

Attest:

Liz White, City Clerk Date

CONTRACTOR:

James Williams
Owner DATE
Rhema Music & Clothing Co.