



February 25, 2020

AGREEMENT

THIS AGREEMENT is made effective January 1, 2020 between the Farmington Downtown Development Authority, a Michigan municipal corporation, hereinafter referred to as the DDA and Go2Guy LLC, i/c/o 17309 Doris, Livonia, MI 48152, hereinafter referred to as "Contractor," both of whom understand as follows:

The DDA desires to retain the services of Contractor as Producer for Rhythms in Riley Park ("the concerts"), and to establish certain compensation and work duties for Contractor, and Contractor desires to provide services to the DDA as Producer.

The parties agree to the following:

Section 1. Duties

Contractor will serve as Producer and perform the following duties and others as shall be assigned:

1. Performs general administration, including, but not limited to, sponsorship solicitation and fulfillment, entertainment contracting, quality control and communication with weekly entertainment.
2. Opens and closes the concert venue, including installation of directional and/or parking signage and barricades; inspects restrooms for cleanliness; maintains a clean, safe, and attractive concert venue; oversees breakdown and clean-up of concert-related activities; during non-business hours, contacts department of public works after hours personnel to address immediate maintenance issues.
3. Remains onsite during hours of operation; determines when concerts shall be moved to rain-out location and arranges for same.
4. Maintains appropriate paperwork, submits to DDA office at proper intervals in order to ensure latest versions are held in DDA files.
5. Maintains records of concert activity and outcomes; conducts periodic surveys of concert attendees; gathers and reports data related to attendance; prepares a weekly written report on concert activity.
6. Attends a meeting of the Downtown Development Authority Board of Directors, as necessary, not to exceed one (1) per season.
7. Monitors concert experience and makes recommendations for improvements to layout, interacts with entertainers to improve concert delivery.

8. Operates concerts in manner appropriate of DDA missions and objectives.
9. Supplies and operates concert-quality outdoor sound and lighting system; coordinates necessary sound system composition with weekly entertainment.

Section 2. Term

Contractor is appointed for a period of time from January 1, 2020- September 1, 2020. The number of concerts during this period is 12 (twelve), featuring a 30 minute opening act and a 90 minute headlining act. Concert dates are all Fridays, 7:00-9:00pm.): June 12, 19, 26, and July 3, 10, 17, 24, and August 2, 9, 16, 23. The Contractor may not subcontract the work to another party.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the DDA to terminate the services of the Contractor at any time, with or without cause.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate his services with the DDA.

In the event Contractor terminates his services with the DDA, Contractor shall give the DDA sufficient advance written notice, not to be less than one (1) month, unless the parties agree otherwise.

Section 3. Compensation

Contractor shall receive an annual sum of \$9,600 (\$4,500.00 for production and \$5,100 for sound and lighting) for the performance of the duties, paid installments pursuant to the attached Exhibit A. Contractor shall receive no benefits, including health or other insurance.

If contractor is able to exceed the sponsorship target he will be entitled to utilize proceeds raised in excess of the target amount and can use those funds for series-related expenditures at his discretion.

Contractor shall receive no other salary than that described in this section.

In the event of termination of this agreement Contractor shall be paid as compensation in full the amount representing services performed to the date of termination. Such amount shall be paid by the DDA upon Contractor's delivering or otherwise making available to the DDA the materials described in Section 8 below.

Section 4. General Expenses

The DDA recognizes that certain expenses of a non-personal and generally job-affiliated nature may be incurred by Contractor (such as mileage, except that to and from the contractor's personal residence and the concerts or that to and from the concerts location and a destination for which personal business is conducted) and the

DDA hereby agrees to reimburse or to pay for such reasonable and necessary expenses.

Contractor agrees to submit appropriate documentation for expenses to be reimbursed pursuant to this Agreement.

Section 5. Other Terms and Conditions of Service

The Executive Director of the DDA shall fix any other terms and conditions of employment as it may determine from time to time related to the performance of the Contractor, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other laws, rules, or regulations governing the DDA.

In the event that the Contractor is unable to carry out his duties, for any reason, the DDA reserves the right to contract with another party, at its discretion, to ensure continued operations of the concerts.

Section 6. General Provisions

This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the Parties with respect thereto.

A waiver by the DDA of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. A waiver by the Contractor of a breach of any provision of this Agreement by the DDA or its assigns shall not operate or be construed as a waiver of any subsequent breach by the DDA, et al.

This Agreement shall become effective on January 1, 2020.

If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 8: Confidentiality

Contractor agrees that he will not, at any time during the terms of his services or thereafter, disclose or use any trade secret, proprietary, or confidential information of the DDA or any subsidiary or affiliate of the DDA, obtained over the course of his services, except as required in the course of such services or with the written permission of the DDA or, as applicable, any subsidiary or affiliate of the DDA.

Contractor agrees that at the time of the termination of this Agreement with the DDA, whether at the instance of Contractor or DDA, and regardless of the reasons therefore, he will deliver to the DDA, and not keep or deliver to anyone else, any notes, files, memoranda, approved vendor list, vendor applications or similar items compiled during the course of this Agreement deemed pertinent to the continued operation of the concerts.

Section 9: Goals and Objectives for 2019 Season

- A. The Contractor shall engage performers that appeal to younger audiences with upbeat, lively and family-oriented music. The target audience is families or individuals, ages 55 or younger.
- B. The contractor shall maintain a clean, safe and attractive venue on concert days, from the effective date of this agreement through the end of the season on August 28, 2020.
- C. The contractor shall report to DDA Executive Director.
- D. The contractor shall provide outstanding sound quality during weekly performances; as such, contractor shall make every effort to negotiate the best possible entertainment fees and remain within a seasonal entertainment budget of eight thousand, eight hundred (\$10,200) dollars.
- E. The contractor shall submit final season reports within five (5) days after completion of concert series.
- F. The contractor and the DDA Executive Director shall conduct an annual review of achievement of goals and objectives and shall establish, amend or update them accordingly for the forthcoming season.

IN WITNESS THEREOF, the DDA caused this Agreement to be signed and executed on its behalf by its Executive Director, and Contractor has signed and executed this Agreement, both is duplicate, the day and year first above written.

FARMINGTON DOWNTOWN
DEVELOPMENT AUTHORITY,
a Michigan Municipal Corporation

By: _____
KATHERINE A KNIGHT
Executive Director

CONTRACTOR

By: _____
Go2Guy LLC

EXHIBIT A
PAYMENT SCHEDULE
GO2GUY LLC

The Payment of compensation to Go2Guy, per contract, shall be paid no later than the last date of each month.

MONTH	AMOUNT
February, 2019	\$1920
March, 2019	\$1920
June, 2019	\$1920
July, 2019	\$1920
August, 2019	<u>\$1920</u>
	\$9600