

ORDINANCE NO. 2007-186

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SPECTRA ENTERTAINMENT IN AN AMOUNT NOT TO EXCEED \$100,000.00 FOR THE RED, RHYTHM & BOOM CONCERT TO BE PERFORMED BY A BAND ON JULY 3, 2008, AND REPEALING ORDINANCE NO. 2007-143

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

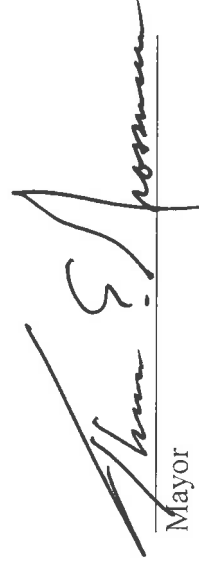
Section 1. That Ordinance No. 2007-143 of the Codified Ordinances of the City of Mason, Ohio is hereby repealed.

Section 2. That the City Manager is hereby authorized to enter into a contract with Spectra Entertainment for the Red, Rhythm & Boom Concert performed by a band on July 3, 2008, in substantial conformity with the contract attached hereto as Exhibit "A" and is incorporated herein by reference.

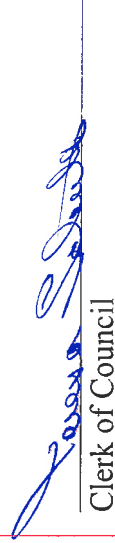
Section 3. That the Finance Director is hereby authorized to pay Spectra Entertainment an amount not to exceed \$100,000.00 for said concert performance.

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 17th day of December, 2007.


Mayor

Attest:


Clerk of Council

Spectra Entertainment

AUTHORIZED AGENT CONTRACT

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

REVISED

AGREEMENT made this 28th day of JANUARY 2008 between CCR REVISITED and GRAND FUNK RAILROAD (herein referred to as Artist) THE CITY OF MASON, OHIO (herein referred to as Purchaser).

VENUE: CORWIN NIXON PARK

ADDRESS: MASON, OHIO CONTACT: ANGIE GARDNER

DATE (S) : THURSDAY JULY 3, 2008 LOAD IN: 10 A.M.

SHOWTIME (S) : APPROX 9:00 P.M. LENGTH: 75-90 MINUTES

VENUE TYPE: OUTSIDE EVENT NUMBER OF PERFORMANCES: 1

COMPENSATION AGREED UPON: \$87,500.00

ADDITIONAL TERMS: Water and Soft Drinks on stage, Hot meals before show, rider incidentals to follow.
Venue to provide stage, sound and lights, back line, hotel rooms and local Transportation

Need Well lit area for souvenir sales

Unless otherwise specified, contract price shall include agent commission. Compensation to artist is to be paid as follows:

DEPOSIT OF \$43,750.00 TO BE RECEIVED UPON SIGNING (MADE PAYABLE TO SPECTRA)

BALANCE OF \$43,750.00 DUE ON OR BEFORE JULY 3, 2008, CASHIER'S CHECK (MADE PAYABLE TO SPECTRA) 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 


Purchaser: City of Mason Spectra Entertainment

Address: 600 Mason Montgomery Rd. 304 Pearhill Drive

City/State: Mason, Ohio West Carrollton, Ohio 45449

Zip: 45040 937-847-9035 937-847-9036

Telephone: 513-751-0970

AGENT/ARTIST SIGNATURE 

SIGN AND RETURN

CONTRACT RECEIVED DATE _____

FOR OFFICE USE ONLY DEPOSIT RECEIVED DATE _____

BALANCE DUE _____

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. Artist's Management shall have the right, in its sole discretion, to cancel the Engagement without Liability to the Purchaser, by giving the Purchaser notice thereof at least fifteen (15) days prior to the start of the Engagement. Agent fees are non refundable.
3. 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, lightning, 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.
4. The relationship between Producer/Agent/Artist and the Purchaser is that of an **independent contractor**. Accordingly, nothing in this Contract is intended, not 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.
5. No Item
6. 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. 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) aggregate per occurrence and One Million U. S. Dollars (1,000,000) per event, placed with an insurance carrier acceptable to the Producer/Agent/Artist. 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 specifically name the following on the event insurance policy rider and umbrella liability policy of said Purchaser:
Connie Pichot (Individually)
Al Pichot (Individually)
Spectra Entertainment/Productions/Management
7. 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.
8. 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.
9. 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.

REVISED 1-03-07