

**AN ORDINANCE APPROVING AN AGREEMENT WITH  
TALENT PLUS ENTERTAINMENT L.L.C. FOR  
ENTERTAINMENT AT THE 2019 INDEPENDENCE DAY  
CELEBRATION**

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**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute on behalf of the City of Twin Oaks, a Booking Agreement substantially in the form of "Exhibit 1" attached hereto and incorporated herein, with Talent Plus Entertainment L.L.C., for musical entertainment known as the "Funky Butt Brass Band" to be provided on July 3, 2019 at the Twin Oaks Independence Day celebration event at a total cost of \$1,800.00 and under the terms set forth in Exhibit 1.

**Section 2.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

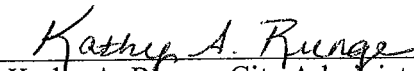
PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 7<sup>th</sup> DAY OF NOVEMBER 2018.



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Russ Fortune, Mayor

Attest:



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Kathy A. Runge, City Administrator/Clerk

Exhibit 1



**Funky Butt Brass Band Twin Oaks Park Concert 7.3.19**

**113639**

This **Booking Agreement** (the "Agreement") is made on October 22, 2018, by and between Talent Plus, 275 Union Blvd, St. Louis, MO, 63108, United States (hereinafter "Artist"), and Twin Oaks Volunteer Parks Committee, 1393 Big Bend Road, Suite F, Twin Oaks, Missouri, 63021, United States (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

**1. Deal Terms and Payment Schedule**

The Purchaser hereby agrees to pay Artist **Flat Guarantee of \$ 1,800.00** for the Performance(s). Payment for the Performance(s) are to be paid by Check, Credit Card, ACH Bank Transfer, or Wire Transfer. Additional transaction fees may apply.

A non-refundable Deposit of \$900.00 will be due within 7 business days of the Purchaser receiving a copy of this fully executed agreement unless otherwise agreed by both Parties. We accept payments with credit card or checks made payable to TalentPlus Entertainment, LLC. A \$25 fee will incur for all returned checks. Deposits not received within 7 business days of contract date are subject to return, rendering the contract null and void and free the PERFORMERS from contractual ties. TalentPlus Entertainment, LLC retains the option of booking other contracts without any obligation to the PURCHASER when the Deposit and signed Agreement are not received within 7 business days of contract date.

Balance is due on the date of the scheduled event, by check and mailed to Talent Plus unless otherwise agreed by both Parties.

No additional appearances or activities shall be planned or initiated by the PURCHASER and/or PERFORMER, nor expected of the PERFORMER unless expressly contained as a part of the terms of this Agreement. Any additional activities are to be treated independently and are to be negotiated only by Talent Plus Entertainment, LLC. PURCHASER agrees to not enter into any agreements with PERFORMER for a period of thirteen (13) months from the execution of this Agreement without the written consent of Talent Plus Entertainment, LLC.

|         |  |           |
|---------|--|-----------|
| Deposit | due within 7 days of the Purchaser receiving signed contract | \$ 900.00 |
| Balance | due 7/3/19   | \$ 900.00 |

**2. Events, Performances, and Appearances**

|                    |   |         |                       |
|--------------------|---|---------|-----------------------|
| <b>Artists</b>     | <b>Funky Butt Brass Band</b>  |         |                       |
| <b>Date</b>        | <b>Wednesday, July 3, 2019</b>  |         |                       |
| <b>Venue</b>       | <b>Concert in the Park at Village of Twin Oaks Ann Ave, Valley Park, MO, 63088, United States</b> |         |                       |
| <b>Event</b>       | <b>Festival Funky Butt Brass Band Twin Oaks Park Concert 7.3.19</b>                               |         |                       |
| <b>Performance</b> | <b>Live Set (120 minutes)</b>   |         |                       |
| <b>Meals</b>       | Provided on the day of performance.   |         |                       |
| <b>Schedule</b>    | Performance   | 7:00 PM | Funky Butt Brass Band |

### **3. Additional Terms**

Description of Entertainment: Funky Butt Brass Band to perform two 50 minute sets of headlining entertainment under the Pavilion at The Village of Twin Oaks Park for their "Concert in the Park" series. Break will be 20 minutes long (min).

All ages | Public event

Artist to provide sound.

Performance space is covered: Pavilion in Twin Oaks Park

Purchaser to provide safe performance area that is a minimum of 12ft x 16ft , access to electricity, VIP/Validated parking within close proximity of load in area, meals and non alcoholic refreshments.

Day of Directions: bypass the gate/security guard and drive up right to the stage to unload.

Onsite contact: Courtney Kelly (216) 215-1967

### **4. Facilities**

PURCHASER shall provide an event venue that is well heated, lighted, clean, and in good condition, together with all the necessary stage accessories, properties and amenities as agreed to in this contract. Should the PURCHASER fail or refuse to provide any of the items, herein stated; fail or refuse to make any of the agreed upon payments, herein agreed upon; or fail or refuse to proceed with the contracted engagement, the PERFORMER shall have no obligation to perform this Agreement.

### **5. Cancellation**

If PURCHASER cancels this agreement, PURCHASER agrees to pay fifty percent 50% of contracted talent fees. If PURCHASER cancels within ninety (90) days of scheduled event, PURCHASER agrees to pay one hundred percent (100%) of all talent fees. PURCHASER agrees that all cancellations will be submitted, in writing, to Talent Plus Entertainment, LLC.

If the PERFORMER cannot appear to fulfill the engagement, the sole responsibility of Talent Plus Entertainment, LLC shall be to use its best efforts to offer a comparable attraction, subject to the approval of the PURCHASER. In no event shall Talent Plus Entertainment, LLC be liable for any expenses or damages incurred by the PURCHASER or any other party.

Talent Plus Entertainment, LLC agrees to refund to the PURCHASER any advances or deposits received from the PURCHASER upon the occurrence of contract cancellation by the PERFORMER if, and only if, Talent Plus Entertainment, LLC cannot provide a comparable PERFORMER acceptable to PURCHASER. The foregoing rights of cancellation shall be in addition to any other provisions respecting cancellation contained in this Agreement.

### **6. Indemnification**

It is expressly agreed that Talent Plus Entertainment, LLC acts as an agent and is not responsible for any act or omission on the part of either the PURCHASER or the PERFORMER. PERFORMER has been instructed by Talent Plus Entertainment, LLC of its obligation to carry all the necessary and expected forms of insurance related to the event including but not limited to workers' compensation and public liability.

### **7. Assignment/Transfer**

This instrument may be executed in one or more counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same instrument. This instrument sets forth the entire Agreement between the PURCHASER and PERFORMER. This Agreement shall not become effective until both issued copies of the contract have been accepted and executed by the PURCHASER and the PERFORMER. This Agreement may not be changed, modified, waived, or discharged in whole or in part except by an instrument, in writing, signed by the parties, hereto.

### **8. Recording, Reproduction or Transmission of Performance**

It is understood that the PERFORMER's presentation may not be recorded or broadcast over any medium without prior written consent of PERFORMER.

### **9. Confidentiality**

The PURCHASER further agrees to refrain from publicizing the PERFORMER'S participation in the event until a signed copy of this Agreement with the required deposit is acknowledged by Talent Plus Entertainment, LLC.

**10. Merchandising**

Unless otherwise agreed to, PERFORMER shall be permitted to make media and other materials of interest available for purchase at the Event. No concession fee will be paid to the Event venue or PURCHASER unless agreed to at signing of this contract.

**11. Force Majeure**

Provided PERFORMER is present, ready, willing, and able to perform, PURCHASER shall remain responsible for all payments or compensation pursuant to the terms of this Agreement regardless of Act of God, fire, accident, riot, strike, or any events of any kind or character whatsoever

If performance is scheduled outdoors, a stage or level surface must be provided. A covered stage is highly recommended. It is ultimately the decision of the PERFORMER to judge in good faith whether or not personal safety or property are threatened or compromised by threatening or inclement weather. If the performance is canceled due to inclement weather, PERFORMER shall be entitled to full payment. If time permits, engagement can be moved to an alternate location, but performance time as stated on the face of this contract will not be extended to accommodate a change of venue unless PERFORMER agrees to do so. If PURCHASER wishes to reschedule, the rescheduled date must be agreed upon by the PERFORMER and PURCHASER. The PURCHASER has 30 days to reschedule the date otherwise the full balance paid is non-transferable. Outdoor events, in particular, those without alternate indoor facilities are risky due to inclement weather conditions and that the PURCHASER is prepared to assume responsibility for the risks involved. For safety purposes, the PERFORMERS will not be obligated to perform on wet or damp surfaces or under conditions where precipitation poses a safety threat to the musicians, road crew, or their equipment. For health reasons, the PERFORMERS will not be obligated to perform in an outdoor environment where the temperature is less than 40 degrees Fahrenheit.

**12. Security**

The Purchaser shall guarantee proper security/secured areas at all times to ensure the safety of the Artist(s), auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance.

**13. Entire Agreement**

PURCHASER, by signing this Agreement, acknowledges and understands all terms contained herein. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF EACH PARTY WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT IN FULL.

ACCEPTED AND AGREED TO:

**Twin Oaks Volunteer Parks Committee      Talent Plus**

Theresa Gonzales  
Twin Oaks Volunteer Parks Committee  
1393 Big Bend Road, Suite F, Twin Oaks,  
Missouri, 63021, United States