

Office of the City Manager

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Eric Strong, Assistant City Manager
Date: January 21, 2014
Subject: Annual 4th of July Event

Council Action Requested:

Consider contract with musical group for performing at the annual 4th of July Event.

Background Information:

On November 8th, 2013, staff met with the Community Enrichment Committee of the Council. The purpose of the meeting was twofold:

- 1) To make appropriate plans for the Christmas Event, and
- 2) To discuss some details of the annual 4th of July Event.

The item on the agenda for this City Council meeting relates to the 4th of July Event that we discussed with the Community Enrichment Committee. One of the ideas that was discussed was engaging a local band (out of North Richland Hills) to perform at the event following the parade. The band that was discussed is called "Vocal Trash". They are a band that uses non-traditional musical instruments (trash cans, barrels, trash can lids, scrap metal, etc) to accompany their singing and dancing.

Although they are local, they perform nationally. They are a family friendly musical group, and would be a great fit for our event. The Community Enrichment Committee agreed that they would be good choice for our event, and recommended using them.

Board/Citizen Input: Recommended by the Community Enrichment Committee of the Council on November 8, 2013

Financial Impact: \$4,500 from the HOT Special Events Line Item

Staff Contacts:

Eric Strong
Assistant City Manager
estrong@richlandhills.com

Attachments: Contract with Vocal Trash

CITY TO CITY MUSIC, LLC
DBA: VOCAL TRASH

632 East Bluff St. • Fort Worth, TX • 76102

TAX ID #26-2166426

Steve Linder: 817-538-2850 HYPERLINK "mailto:steve@vocaltrash.net" steve@vocaltrash.net

Kelsey Shaw: 817-538-2848 HYPERLINK "mailto:kelsey@vocaltrash.net" kelsey@vocaltrash.net

Fax: 817-877-3001

PERFORMANCE AGREEMENT

THIS AGREEMENT is entered into this 17th day of January 2014, by and between City to City Music, LLC (DBA: Vocal Trash), herein referred to as “the Performance Group” (“PG”), and “BUYER” (identified below as “BUYER”), collectively, the “Parties”.

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the “BUYER” hereby engages “PG” to provide a Performance upon the following terms:

PERFORMANCE GROUP (“PG”): Vocal Trash, owned and operated by City to City Music, LLC

PERFORMANCE GROUP CONTACT/AUTHORIZED AGENT: Steve Linder, Kelsey Rae Shaw

“BUYER”: City of Richland Hills.

CONTACT: Eric Strong (817-616-3745.)

PLACE OF ENGAGEMENT: 3200 Diana Dr. Richland Hills 76118.

DATE OF ENGAGEMENT: Friday July 4th, 2014.

TIME OF PERFORMANCE: TBD

LENGTH OF PERFORMANCE: up to a 90 minute performance.

PERFORMANCE FEE: \$4,500.00

“BUYER” TO MAKE PAYMENTS AS FOLLOWS:

\$2,250.00 shall be made payable to **CITY TO CITY MUSIC, LLC** as a retainer in the form of a **Check** by January 27th 2014. This Performance Contract **MUST** be signed and faxed back 10 days from "BUYER's" receipt of the contract.

\$2,250.00 shall be made payable to CITY TO CITY MUSIC, LLC in the form of a check received the day of the performance.

PROMOTION: "BUYER" shall be responsible for all promotion of the Performance.

PROVIDED BY THE "BUYER":

CATERING: 7 people

Reasonable amounts of water sixty (60) minutes before
Performance provides one meal for seven (7) people.

DRESSING ROOM: Air conditioned dressing room sixty (60) minutes prior to performance.

SOUND REQUIREMENTS: Provided by the "PG"

LIGHTING REQUIREMENTS: Provided by the "PG"

STAGING: Stage should be no less than 24 feet in length and 24 feet in width.

LODGING: N/A

AIR TRAVEL: N/A

LOCAL GROUND TRANSPORTATION: Provided by the "PG"

ADDITIONAL TERMS AND CONDITIONS

“PG” shall have exclusive control over the production, presentation and performance of the engagement hereunder as well as the means and methods employed in fulfilling each obligation of “PG” hereunder in all respects and in all details. “PG” shall have the sole right, as “PG” may see fit, to designate and change at any time the performing personnel other than the “PG”(s) specifically named herein.

It is understood that the “PG” executes this agreement as an independent contractor and is not an employee of “BUYER”. It shall be the responsibility of “PG” to withhold and pay over to government authorities any and all income taxes and social security contributions which may be required to be withheld from the musician’s fees.

It is further agreed that any cancellation by the “BUYER”, within 60 days prior to performance, for any reason other than a force majeure event (as defined in the latest edition of the Black’s Law Dictionary) will result in the forfeiture of the “BUYER”’s retainer fee. In addition, if “BUYER” cancels the performance within 3 weeks of the performance date for any reason other than a force majeure event (as defined in the latest edition of the Black’s Law Dictionary), “BUYER” shall pay “PG” the balance owed to equal the full contracted performance fee. The payment of the balance due will serve as liquidated damages. This payment of the retainer fee and/or full performance fee, according to the terms outlined above, will relieve the “BUYER” of the obligations set forth herein.

Unless stipulated to the contrary in writing, “BUYER” agrees that “PG” may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least ninety (90) days prior to the commencement date of the engagement hereunder. “PG” shall also have the right to terminate this agreement without liability in the event “BUYER” fails to sign and return this Agreement within 10 days.

“PG” shall at all times have complete supervision, direction and control over the services of its personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services, as well as the ends to be accomplished.

In the event of sickness, accident to “PG” or one of its members or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or

emergencies or any other similar or dissimilar cause beyond the control of "PG" or "BUYER", it is understood and agreed that there shall be no claim for damages by "BUYER" and "PG's" obligations as to such performances shall be deemed waived and "BUYER" shall be entitled to either a full refund of all amounts paid or to a rescheduling of the original performance at a mutually agreed date and time.

In the event of sickness, accident to "BUYER", or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of "PG" or "BUYER", it is understood and agreed that there shall be no claim for damages by "PG" and "BUYER" shall pay the performance fee in full.

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Both parties agree that this Performance Agreement is controlled by the laws of the State of Texas.

ARBITRATION OF CONTROVERSIES: Any dispute, controversy, or claim arising out of, in relation to, or in connection with this agreement, or with operations carried out under this agreement, including without limitation any dispute as to the validity, interpretation, enforceability or breach of this agreement, shall be settled by arbitration in Richland Hills in accordance with the rules of the Texas General Arbitration Act then in effect. If decision involves a monetary payment which is not paid in 30 days, collection and additional attorney fees incurred after non-payment by debtor shall be paid by debtor.

"PG" shall sell their own exclusive merchandise at the event and keep all proceeds. N/A

If performance(s) are satisfactory, "BUYER" agrees to mail "PG" a testimonial letter typed on company, group or association letterhead within 14 days of performance(s) and will provide two referrals of other coordinators who may be able to benefit from the "PG".

We acknowledge and confirm that we have read and approve the terms and

conditions set forth in this Agreement.

CITY TO CITY MUSIC, LLC (“PG”)

“City of Richland
Hills” (“BUYER”)

By:

By:

Kelsey Rae Shaw or Steve Linder Date

City of Richland Hills

“Buyer”

,
632 East Bluff St.
Fort Worth, TX 76102

**Return all signed Agreements within 10 days of receipt to CITY TO CITY
MUSIC, LLC, 632 East Bluff St., Fort Worth, TX, 76102; send via email to: [HYPERLINK](mailto:kelsey@vocaltrash.net)
"mailto:kelsey@vocaltrash.net"; or fax to (817) 877-3001. Make ATTN: to Kelsey Rae
Shaw**