

JAZZFEST COMMITTEE

Council Meeting Date: June 4, 2018
Consent Agenda

Consider Jazzfest Performance Contract

RECOMMENDED MOTION

Move the City Council approve performance contract for Logan Richardson Blues People for the 2018 Jazz Festival headliner at a cost of \$10,000; pending review and approval by City Attorney.

BACKGROUND

The eighth Annual Prairie Village Jazz Festival will be held on Saturday, September 8th beginning at 2:30 p.m. The Committee is finalizing its performance line-up and has secured a commitment for its 2018 headliner. The contract with Electric Chair Marketing & Consulting is being reviewed by the City Attorney and is in the amount of \$10,000 with 50% of the payment being made in advance of the festival and the remainder prior to their performance at the festival. Funding is available in the JazzFest account.

The contract specifies that no advertising or promotion be distributed until after execution of the contract.

ATTACHMENTS

Contract

PREPARED BY
Joyce Hagen Mundy
City Clerk

June 4, 2018

Concert Performance Contract

On this $_$		_ day o	f		2018, this a	gre	emer	nt is e	nte	red into	by and
between	the	Prairie	Village	JazzFest	Committee	of	the	City	of	Prairie	Village
(Presente	r) ar	nd LOGA	N RICHA	ARDSON B	LUES PEOPL	E (I	Perfo	rmer)			

PERSENTER AND PERFORMER agree to the following conditions:

- 1. **Date and Time of Performance:** Saturday, September 8, 2018 at approximately 9:00 p.m.
- 2. Duration of Performance: 9:00 10:30 p.m.
- 3. Personnel: Logan Richardson alto sax; Ihor Osipov Guilar; DeAndre Manning Bass; Ryan Lee Drums
- 4. **Compensation:** \$10,000 for above listed personnel with payment. Additionally the PRESENTER shall cover reasonable costs for two international flights, transportation and housing while performing at the festival.
- 5. **Payment:** A deposit of \$5,000 to retain the musicians shall be paid to the PERFORMER upon fully executed contract. The balance shall be paid on evening of performance.
- 6. **Cancellation:** In the event the concert is cancelled, PEFORMER shall be entitled to keep the compensation agreed to in this agreement.
- 7. **Promotion:** No advertising of the artist's performance is permitted until the agent has signed the contract and advance payment has been received. The PERFORMER agrees to help promote the performance through all of its marketing efforts including direct mail, print advertising, radio and website.
- 8. **Merchandise:** PRESENTER agrees to make available for sale PERFORMER's company disc recordings. The CDs will be sold at a price determined by the PERFORMER and the PRESENTER shall retain 20% of the proceeds.
- 9. **Soundtrack:** PRESENTER will allow PERFORMER appropriate opportunity to perform a sound check before the concert.
- 10. **Insurance:** PRESENTER shall carry all necessary liability insurance in connection to the event and shall hold PERFORMER harmless of any claims, liabilities or losses resulting from any accident, loss or injury in connection with the event and provide security for the event.

- 11. **Execution of Contract:** In order to retain musicians, PRESENTER agrees to sign and return this contract along with deposit; otherwise PERFORMER shall have the right to cancel the performance without liability.
- 12. **Technical rider:** Specific sound, lighting and stage requirements shall be described in a separate addendum to this contract. A catering rider shall be included in a separate addendum to this contract.

City of Prairie Village JazzFest Committee Logan Richardson Blues People