

RESOLUTION NO. 1255

RESOLUTION APPROVING AN AGREEMENT WITH THE LEGACY GIRLS IN THE AMOUNT OF \$1,200 FOR ENTERTAINMENT DURING THE 2015 HOOVER'S HOMETOWN DAYS CELEBRATION ON SATURDAY AUGUST 8, 2015.

WHEREAS, the City's premier event of the year is Hoover's Hometown Days; and

WHEREAS, the City of West Branch is organizing entertainment on a stage located in the Herbert Hoover National Historic Site as part of the 2015 Hoover's Hometown Days Celebration; and

WHEREAS, the City of West Branch has consulted with the Herbert Hoover National Historic Site to ensure that this entertainment would be well received and appropriate for patrons of the Historic Site as part of the 2015 event which will be focused on "Celebrating our Heritage" and the 50th anniversary of the dedication of the Herbert Hoover National Historic Site; and

WHEREAS, the budget for Hoover's Hometown Days 2015 includes funding for entertainment on the stage located in the Herbert Hoover National Historic Site; and

WHEREAS, the Legacy Girls have submitted a proposed service agreement dated November 25, 2014, to provide said services in the amount of \$1,200.00; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with the Legacy Girls is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 15th day of December, 2014.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk



Standard Terms & Conditions

This agreement is made as of the day of Tuesday, November 25, 2014 by and between

City of West Branch and Legacy Girls in connection with Legacy Girls performance on:

<u>Date</u>	<u>Start Time</u>	<u>Show Format</u>
<u>Sat. Aug. 8, 2015</u>	<u>7:30</u>	<u>Andrews Sisters Musical Revue</u>

Fee: \$1,200 Length of show 1 hour Contact Person: Melissa Russel 319-930-0393

Performance Location: West Branch IA

Relationship of Parties Consultant shall be an independent contractor and not an agent of the Company. Nothing herein shall be construed as creating an employer/employee relationship, partnership or joint venture. Consultant is required to make appropriate filings with taxing authorities to account for and make all payments required by local, state and federal authorities to include income tax, social security, SDI payments for Consultant and any person(s) employed by Consultant.

Payment for Services and Term Company shall pay Consultant for its services the day of the performance.
Make checks payable to Legacy Girls Tax Information will be provided upon request

Consultant Right to Cancel The Company agrees that the Consultant shall have a right to cancel any of the listed performances without liability upon written notice to the Purchaser no later than **30 Days** prior to the date of performance in the event the Consultant is called upon to render services for radio, TV or any career advancing opportunity. The Consultant will attempt to reschedule the date with the Company for a mutually convenient time.

Company Right to Cancel Should the Company have cause to cancel this agreement, notice must be given to the Consultant no later than **30 days** prior to the listed date of performance. Any notice given less than 30 Days will require a cancellation fee of \$50 (Fifty Dollars) unless the Consultant agrees to waive the fee and reschedule the performance for another time.

Force Majeure This agreement by both parties to perform their obligations is subject to proven detention by serious illness, accidents, or accidents to means of transportation, labor disputes or walkouts, acts of God or any public authority, material breach of Contract by Company, or any other condition beyond either party's control. Neither party shall be liable to fulfill the remainder of the Contract nor perform or present any "make-up" date unless agreed to by both parties for a convenient future time.

Consultant

Company or Individual

Signature: Renee Hein

Signature: M. A. Ward

Title: Renee Hein – agent for Legacy Girls

Title: MAYOR

1643 Cumberland rd

Address: 110 N. Poplar Drive

Aurora, IL 60504

City/State/zip: West Branch, IA 52358

630-851-7609

Phone: (319) 643-5888

Legacygirls3@yahoo.com

Email: Matt@westbranchiowa.org

Date: Nov. 25, 2014

Date: 12/16/14

We bring all needed sound equipment. At performance we need you to provide a small table, a chair, and access to an outlet.

Please sign and return one copy of the contract.