

COTTONWOOD HEIGHTS

RESOLUTION NO. 2022-31

A RESOLUTION APPROVING PERFORMANCE CONTRACTS FOR 2022 BUTLERVILLE DAYS

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met on 21 June 2022 to consider, among other things, approving performance contracts (the "Agreements") with Utah Live Bands, LLC d/b/a "The Salamanders" and Imagine Entertainment d/b/a "Imagine: Remembering the Fab Four" (collectively, the "Providers") whereunder the City would engage the Providers to perform at the City's 2022 "Butlerville Days" community celebration on the terms and conditions specified in the Agreements; and

WHEREAS, the Council has reviewed the form of the Agreements, photocopies of which are annexed hereto as exhibits; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreements as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreements with Providers are hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreements on behalf of the City.

This Resolution, assigned no. 2022-31, shall take effect immediately upon passage.


PASSED AND APPROVED this 21<sup>st</sup> day of June 2022.

ATTEST:

By:   
Paula Melgar, Recorder



COTTONWOOD HEIGHTS CITY COUNCIL

By:   
Michael T. Weichers, Mayor

VOTING:

Michael T. Weichers	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Douglas Petersen	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Shawn E. Newell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ellen Birrell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 21<sup>st</sup> day of June 2022.

RECORDED this 21 day of June 2022.



**Utah Live Bands, LLC**

**Phone: (800) 447-2576**

**3397 N 560 W**

**Lehi, UT 84043**

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**ENTERTAINMENT PERFORMANCE AGREEMENT**

This ENTERTAINMENT PERFORMANCE AGREEMENT (“Agreement”) is made this 7<sup>th</sup> day of June 2022 by and between **Utah Live Bands**, hereinafter referred to as “Act”, and the city of **Cottonwood Heights**, hereinafter referred to as “Client”.

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which hereby acknowledged, Client hereby engages Act to provide a performance upon the following terms:

1. Act agrees to provide entertainment (“Performance”) for the following event (“Event”):

EVENT: Butlerville Days concert

EVENT DATE: July 30, 2022

PERFORMANCE GROUP: The Salamanders band

EVENT LOCATION: Butler Park (approximately 7500 South 2700 East, Cottonwood Heights, UT)

TIMELINE OF PERFORMANCE: 8:30-10:00 PM

OTHER INSTRUCTIONS: \_\_\_\_\_

ESTIMATED BREAK SCHEDULE: Act typically takes a short break every 60-90 minutes

2. The Act will perform original music and some covers appropriate for a family-oriented, community event as reasonably determined by Act unless Client makes a specific request for other pieces to be performed. Client must make the request for specific music at least thirty (30) days before the Event date. If the request(s) is not in Act’s repertoire, additional charges may apply. The request must be approved by Act.

3. Client warrants and represents that it has obtained all approvals, permits, licenses and /or variances necessary for the Performance, if any are required.

4. Client agrees to pay according to the following terms:

PERFORMANCE FEE \$8,000

A retainer (down payment) of 50% (\$4,000) is due immediately upon signing this Agreement, which is non-refundable except as provided below. Payment terms are 100% of the balance due two weeks prior to the Performance. Payment checks will be made out to “Utah Live Bands” and sent to:

Utah Live Bands  
3397 N 560 W  
Lehi, Ut 84043

Date: June 7, 2022

Date: June \_\_, 2022

CLIENT SIG: \_\_\_\_\_

ACT SIG: \_\_\_\_\_



Cottonwood Heights by Michael Weichers, Mayor

Utah Live Bands, LLC

Address: 2277 East Bengal Blvd.

3397 N 560 W

Cottonwood Heights, UT 84121

Lehi, Utah 84043

Phone: (801) 944-7000

(800) 447-2576

Email: [aeatchel@ch.utah.gov](mailto:aeatchel@ch.utah.gov)

Email: [steve@utahlivebands.com](mailto:steve@utahlivebands.com)

Attested by: \_\_\_\_\_  
City Recorder



# Performance Contract

**THIS PERFORMANCE CONTRACT** (this "*Agreement*") is made effective 1 June 2021 between **IMAGINE ENTERTAINMENT** d/b/a "Imagine: Remembering the Fab Four," whose address is 6429 South 1040 West, Murray, UT 84123 ("*Artist*"), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 ("*City*"). This Agreement concerns a musical production to be staged by Artist at City's 2022 Butlerville Days community celebration (the "*Event*") scheduled for 28-30 July 2022 at 7500 South 2700 East in Cottonwood Heights, UT. This Agreement constitutes the entire contractual relationship between City and Artist concerning the Performance.

Section 1. **Setup Time.** Artist shall deliver its equipment to the stage area at the Event no later than 7:00 p.m. on 29 July 2022. City anticipates that the stage (the "*Stage*") will be erected and ready for use before that time. Once the Stage is vacated by any prior performing act, Artist may set up its equipment on the Stage and conduct a sound check. A final sound check may be conducted between 7:15 p.m. and 7:30 p.m. on July 29<sup>th</sup>.

Section 2. **Performance Times.** Artist shall perform (the "*Performances*") between 7:30 p.m. and 9:00 p.m. (i.e., 90 minutes) on 29 July 2022. Artist's performances will consist of covers constituting a visual and musical tribute to the Beatles, appropriate for a family-oriented, community event.

Section 3. **Total Compensation.** The total compensation to be paid by City for the Performance and all of Artist's services under the Agreement shall be a flat fee of \$3,500 (the "*Contract Price*"). City shall pay a deposit of 0% of the Contract Price (the "*Deposit*") upon the parties' joint entry into this Agreement.

Section 4. **Equipment; Supplies; Personnel.** City only is required to (a) provide an elevated Stage at an outdoor venue, equipped with lighting and sound, with at least two electrical connections within 50' of the Stage; (b) use reasonable diligence to assure that all City-provided equipment is in good working order for the Performance; (c) assure easy access to the Stage area for loading and unloading of Artist's equipment; and (d) parking for Artist's van, bus, and/or trailer in convenient distance to the Stage (Artist shall inform City in writing of Artist's parking needs at least five business days before the Event). City is not required to provide any other facilities, equipment, supplies or personnel under the Agreement except the following: A dressing room in reasonable proximity to the Stage that is equipped with two 8' tables, five chairs, a mirror and a clothing rack; and adequate bottled water for the sound check and Performance.

Section 5. **Nonperformance.** If the Performance cannot occur due to force majeure events (natural disaster, extreme weather conditions, war, riot, or similar events beyond the reasonable control of either party) notwithstanding that Artist is ready, willing and able to stage the Performance, then City shall pay one-half the Contract Price. If the Performance cannot occur due to death, illness, injury or other reasons affecting Artist such that Artist cannot stage the Performance, then City shall be excused from any obligation to pay any of the Contract Price and the Deposit shall be promptly refunded to City.

Section 6. **Advertising.** City controls all advertising and publicity for the Event, provided that if any such advertising or publicity does more than name Artist and/or its artist for purposes of publicizing the Performance, Artist shall have the right to review and pre-approve such advertising, etc., which approval shall not be unreasonably withheld, conditioned or delayed. Artist consents to City's use of Artist's image in City publications, video recordings, photographs, images or the like advertising or memorializing the Event.

Section 7. **Recording, Etc.** City has no control over Event attendees choosing to record, broadcast, photograph or otherwise reproduce any part of the Performance.

Section 8. **No Right to Sell Goods or Merchandise.** Artist may sell programs, photographs, recordings, posters or other merchandise concerning their music or status as a performance group during their performance and for one hour thereafter from a City-designated location at the Event that is reasonably acceptable to Artist and is equipped with a 6-8' table and four chairs.

Section 9. **Cancellation.** Either party's right to cancel the Performance, and this Agreement, shall expire on 30 June 2021.

Section 10. **Change of Artist.** Artist is not entitled to substitute another performer for the artist designated above without City's prior written consent, which City may withhold in its sole discretion.

Section 11. **Other Artists.** City may freely allow other artists, performers, etc. selected by City to perform on the Stage before and after the Performance.

Section 12. **Immunity Act.** City is a governmental entity that is covered by the provisions of the Governmental Immunity Act of Utah, UTAH CODE ANN. 63G-7-101 et seq. (the "*Immunity Act*"). By entering into the Agreement, City does not waive any rights or protections to it under the Immunity Act.

Section 13. **Independent Contractor.** Artist is an independent contractor and not an employee of City. Artist shall indemnify, defend and hold City harmless from any and all claims, liabilities, actions, damages, costs and fees arising from or related to Artist's performance of its obligations under this Agreement. Without limiting the generality of the foregoing, Artist shall assume, pay, and hold City harmless from any and all taxes and other obligations concerning the Performance, including federal and state income tax withholding, FICA withholding, workers compensation coverage, and unemployment claims. Artist timely will comply with all applicable reporting requirements arising from this Agreement and the Performance.

DATED effective the date first-above written.

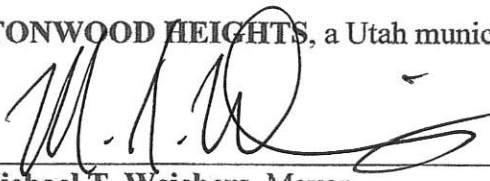
CITY:

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST:

By:   
Paula Melgar, Recorder



By:   
Michael T. Weichers, Mayor

ARTIST:

IMAGINE ENTERTAINMENT

By:   
Tom Coburn

BEATLES TRIBUTE  
IMAGINE