

COTTONWOOD HEIGHTS

RESOLUTION NO. 2024-33

A RESOLUTION APPROVING A PERFORMANCE CONTRACT FOR 2024 BUTLERVILLE DAYS

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met on 7 May 2024 to consider, among other things, approving a performance contract (the "Agreement") with Utah Live Bands, LLC d/b/a the "High Society" band (the "Provider") whereunder the City would engage the Provider to perform at the City's 2024 "Butlerville Days" community celebration on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is attached as an exhibit hereto; and

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

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

This Resolution, assigned no. 2024-33, shall take effect immediately upon passage.

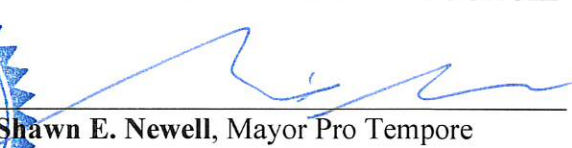
PASSED AND APPROVED this 7th day of May 2024.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: 
Paula Melgar, Recorder



By: 
Shawn E. Newell, Mayor Pro Tempore

VOTING:

Michael T. Weichers	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Matt Holton	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Suzanne Hyland	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 7th day of May 2024.

RECORDED this 8th day of May 2024.



Utah Live Bands, LLC
Phone: (800) 447-2576
3397 N 560 W
Lehi, UT 84043

ENTERTAINMENT PERFORMANCE AGREEMENT

This ENTERTAINMENT PERFORMANCE AGREEMENT (this “*Agreement*”) is made by and between **Utah Live Bands, LLC**, 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 26, 2024

PERFORMANCE GROUP: High Society

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

TIMELINE OF PERFORMANCE: 8:30 -10:00 p.m.

OTHER INSTRUCTIONS: _____.

2. Act will perform original music and 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 \$7,500.00

A non-refundable deposit (down payment) of 50% (\$3,750) (the “*Deposit*”) is due within ten business days after this Agreement is fully signed. The retainer is non-refundable except as provided below. Payment terms are 100% of the balance due two weeks before the Performance. Payment checks will be made out to “Utah Live Bands” and sent to:

Utah Live Bands
3397 North 560 West
Lehi, Ut 84043

5. In addition to any other obligations of Act under this Agreement, Act shall be responsible to provide any

sound/backline equipment needed for the Performance.

6. In addition to any other obligations of Client under this Agreement, Client shall be responsible to provide the following:

- *Stage or floor space of at least 16' x 24';*
- *Sound reinforcement (including a qualified sound technician) for the Performance according to Act's technical rider;*
- *Secure storage space for Act's cases during the Performance;*
- *Reasonable access to the stage area for loading and unloading Act's equipment before and after the Performance;*
- *Parking for Act's van, bus or trailer in reasonable proximity to the stage (provided that Act shall inform Client of Act's parking needs at least five business days before the Event);*
- *Bottles of water for Act's members.*
- *A meal for Act's members if the Performance is between noon-1 p.m. or 6-7 p.m.*

Client is not responsible to provide any other facilities, equipment, supplies or personnel under this Agreement.

7. Act may only cancel its Performance due to death, illness, injury or other reasons materially affecting Act such that Act cannot reasonably stage the Performance at the Event. Client shall not have any claim for damages regarding performances or services by Act if said performances or services are prevented, delayed or rendered impossible or infeasible due to circumstances beyond the control of Act such as –but not limited to – emergencies, Acts of God, etc. If Act cancels the Performance, however, all sums paid by Client shall be immediately refunded.

8. Client agrees to give Act a minimum of 30 days' notice prior to the Event date if Client decides to cancel the Performance. The Deposit is non-refundable if Client cancels without cause. If Client cancels without cause after signing this Agreement but before paying the Deposit, the Deposit is still due. If Client cancels without cause within 30 days of the Event, the full amount is due.

9. If the Performance is outside, a roof or canopy must be provided that is large enough to cover the performance/stage area, as well as any sound equipment. (This is for sun/inclement weather protection).

10. This Agreement shall be governed by Utah law. In the event of a dispute, the prevailing party shall be awarded attorney fees and costs.

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

12. Client has no control over Event attendees choosing to record, broadcast, photograph or otherwise reproduce any part of the Performance.

13. Act is not entitled to substitute another performer for Act without City's prior written consent. Client may freely allow other performers selected by Client to perform at the Event before and after Act's Performance.

14. Client 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, Client does not waive any of its rights or protections under the Immunity Act.

Both parties have read and agree to all terms as written in this Agreement.

[Signature page follows]

Date: May 7, 2024

Date: April 17, 2024

CLIENT: M. A. D. C.

ACT: Stephen Tobian

Cottonwood Heights by Michael Weichers, Mayor
Address: 2277 East Bengal Blvd.
Cottonwood Heights, UT 84121
Phone: (801) 944-7000
Email: aeatchel@ch.utah.gov

Utah Live Bands, LLC
3397 N 560 W
Lehi, Utah 84043
(800) 447-2576
Email: steve@utahlivebands.com

ATTEST:

Paula Melgar
Paula Melgar, City Recorder

