

Board of County Commissioners

Agenda Request

Date of Meeting: December 19, 2023

Date Submitted: November 20, 2023

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator

Subject: Approval of Artist Performance Agreements for the Bicentennial R&B Concert

Statement of Issue:

This agenda item seeks Board approval of the Artist Performance Agreements for the Bicentennial R&B Concert.

Background:

Staff is requesting Board approval of the Artist Performance Agreements for the Bicentennial R&B Concert.

On January 3, 2023, The Board approved to move funds from Reserve for Contingency for the Bicentennial Celebrations in the amount of \$200,000.00. In an effort to be more expedient with paying vendors, the staff requests that the Board approve the estimated spending amount to include vendors, items, or costs associated with the event as long as it does not exceed the total amount for the event.

Analysis:

If approved, this will assist staff in processing payments for vendors in a timely manner.

Fiscal Impact:

The fiscal impact for this event is \$49,500 which has been budgeted in the Bicentennial Celebrations Budget.

Options:

1. Approve the Chairman to sign the Artist Performance Agreements for the Bicentennial R&B Concert.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

- Performance Agreements

**ENTERTAINMENT CONTRACTOR AGREEMENT FOR
THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement made as of this 21st day of November, 2023 , by and between Gadsden County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and “ Christopher Holt ” (check one) [] LLC, [], Inc., [] an individual/sole proprietorship, an Independent Contractor, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County desires to host a concert, hereinafter referred to as the "Event" at Tanyard Creek Amphitheater, hereinafter referred to as the "Facility"; and

WHEREAS, as part of the Event, the County desires to hire entertainment, which shall consist of Live Music Entertainment hereinafter referred to as "Entertainment"; and

WHEREAS, Contractor desires to provide Entertainment to the County at the Facility during the Event; and

WHEREAS, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; and

WHEREAS, providing Entertainment at the Facility serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and Contractor hereby agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.

2. Term: The Contractor shall commence its Entertainment services on Saturday, March 16, 2024, at 2:30 PM and shall complete all services by Saturday, March 16, 2024 at 5:30 PM.

3. Payments To Contractor: County shall pay Contractor a total amount not-to-exceed Ten Thousand Dollars (\$10,000.00) for Entertainment services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed Five Thousand Dollars (\$5000.00) which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed Five Thousand Dollars (\$5000.00), which shall be paid to Contractor upon completion of the performance of the Entertainment services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County may, in the County's full and absolute discretion, negotiate an alternate date for the Entertainment at a prior date that shall be approved by the Board of County Commissioners. If an alternative date for the Entertainment cannot be

negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.

4. Taxes: The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- a. Contractor shall provide Entertainment as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference;
- b. Contractor's Performance shall begin at 2:30 PM and end at 5:30 PM;
- c. Contractor may arrive at the Facility to begin setting up at 12:00 PM but shall arrive no later than one hundred and twenty (120) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least thirty (30) minutes prior to the scheduled Entertainment time.
- d. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- e. Contractor's Entertainment shall consist of: Live Music and DJ Service

- f. In the event that Contractor's Entertainment includes other entertainers and performers as specifically described in the scope of work, they may not be altered without prior County approval Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.

- g. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- h. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment while on County property.
- i. County will provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- j. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to perform for the County may be withheld.
- k. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.
- l. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- m. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- n. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, Contractor shall attach a copy of each to this Agreement as Exhibit "C".
- o. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event.
- p. Contractor shall not undertake or participate in any business, exhibit, or activity at the Event other than herein specified.
- q. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- a. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours' notice prior to the scheduled Entertainment. Upon cancellation due to inclement weather, County and Contractor may

negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.

- b. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of Board of County Commissioners. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- c. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- d. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- e. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Performing Rights: County shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.

8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree

that this Agreement is not a contract of employment, and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10. Representative(s):

a. The County's representative(s) for this Agreement is/are as follows:

Edward J. Dixon, County Administrator

b. The Contractor's representative(s) for this Agreement is/are as follows:

Christopher Holt

11. Indemnification/Hold Harmless/Attorney's Fees/Damages/Venue/Arbitration:

- a. Contractor shall conduct its activities and Entertainment and the activities and Entertainment of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors.
- b. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents, or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement.
- c. This provision shall survive termination or expiration of this Agreement.
- d. The parties hereby submit to the jurisdiction of the County or Circuit Court of the Second Judicial Circuit, in and for Gadsden County.
- e. The County, at the sole and absolute discretion of the Board of County Commissioners in consultation with the County Attorney, may elect to remove any pending action filed against the County to mandatory binding arbitration. The parties shall share equally in the costs of arbitration and

shall each bear their own costs and attorney's fees associated therewith. The County, at the sole and absolute discretion, shall have the right to decide whether such arbitration shall be binding or non-binding. This provision shall survive termination and shall apply to all contractors and sub-contractors of the Contractor.

- f. Contractor shall not be entitled to any special damages, specifically, but not limited to liquidated damages, expectation damages, consequential damages or specific performance by/from the County.

12. Insurance: The County, by and through the County Administrator, in cooperation with the County Attorney, reserves the right to require insurance coverages throughout the term of this Agreement. If County determines insurance is required to perform this Agreement, Contractor shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described in Exhibit "D" (if any). Contractor shall provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Contractor to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

13. Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested,

if sent to the COUNTY shall be mailed to:

Mr. Charles Hayes, Operations Chief
Gadsden County Board of County Commissioners
9-B East Jefferson Street
Quincy, FL 32353

and if sent to the CONTRACTOR shall be mailed to:

Christopher Holt
P.O. Box 1416
Quincy, FL 32351

14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Gadsden County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

15. Authorization: Any individual executing this Agreement on behalf of Contractor warrants he/she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.

16. Availability of Funds: The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

17. Arrears: The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

18. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

19. Severability: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. Entirety of Contractual Agreement: The County and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

21. Waiver: Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.

22. Nondiscrimination: Renter warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

Authorized Representative:



Signature

Christopher holt

Printed Name

11/21/23

Date

ATTEST: GADSDEN COUNTY CLERK
OF COURT

BOARD OF COUNTY COMMISSIONERS,
GADSDEN COUNTY, FLORIDA

NICHOLAS THOMAS

Chairperson, Gadsden County Board of County
Commissioners

APPROVED AS TO FORM FOR
RELIANCE BY GADSDEN COUNTY
ONLY: GADSDEN COUNTY
ATTORNEY

CLAYTON FORD KNOWLES

EXHIBIT A - SCOPE OF WORK

Date: Saturday, March 16, 2024 ("_____")

The Contractor will perform as follows:

Provide Sound, Lights Live Music Entertainment and DJ Service

The Contractor will supply all sound equipment adequate for this performance, plus backline, extension cords, amps and necessary cables.

EXHIBIT B

Items Provided by County

Date: Saturday, March 16, 2024 ("_____")

The County (check one) [X] will [__] will NOT provide a sound system for this production.

The County will provide Contractor with the following refreshments: N/A

- 1.
- 2.
- 3.
- 4.

The Contractor shall be entitled to the following additional negotiated items/privileges: N/A

- 1.
- 2.
- 3.

EXHIBIT C – Required Specialty Certifications, Licenses and/or Other Requirements:

Not required for this performance.

The following certifications, licenses and/or memberships are required:

- 1.
- 2.
- 3.
- 4.

EXHIBIT D - Insurance

Not required for this performance.

**ENTERTAINMENT CONTRACTOR AGREEMENT FOR
THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement made as of this 21st day of November, 2023 , by and between Gadsden County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and “ Bruce Smith ” (check one) LLC, Inc., an individual/sole proprietorship, an Independent Contractor, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County desires to host a concert, hereinafter referred to as the "Event" at Tanyard Creek Amphitheater, hereinafter referred to as the "Facility"; and

WHEREAS, as part of the Event, the County desires to hire entertainment, which shall consist of Live Music Entertainment hereinafter referred to as "Entertainment"; and

WHEREAS, Contractor desires to provide Entertainment to the County at the Facility during the Event; and

WHEREAS, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; and

WHEREAS, providing Entertainment at the Facility serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and Contractor hereby agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Term: The Contractor shall commence its Entertainment services on Saturday, March 16, 2024, at 3:00 PM and shall complete all services by Saturday, March 16, 2024 at 4:00 PM.
3. Payments To Contractor: County shall pay Contractor a total amount not-to-exceed Seven Thousand Dollars (\$7,000.00) for Entertainment services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed Thirty-Five hundred Dollars (\$3,500.00) which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed Thirty-Five hundred Dollars (\$3,500.00), which shall be paid to Contractor upon completion of the performance of the Entertainment services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County may, in the County's full and absolute discretion, negotiate an alternate date for the Entertainment at a prior date that shall be approved by the Board of County Commissioners. If an alternative date for the

Entertainment cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.

4. Taxes: The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- a. Contractor shall provide Entertainment as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference;
- b. Contractor's Performance shall begin at 3:00 PM and end at 4:00 PM;
- c. Contractor may arrive at the Facility to begin setting up at 2:00 PM but shall arrive no later than one hundred and twenty (120) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least thirty (30) minutes prior to the scheduled Entertainment time.
- d. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- e. Contractor's Entertainment shall consist of: Live Music

- f. In the event that Contractor's Entertainment includes other entertainers and performers as specifically described in the scope of work, they may not be altered without prior County approval Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.

- g. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- h. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment while on County property.
- i. County will provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- j. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to perform for the County may be withheld.
- k. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.
- l. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- m. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- n. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, Contractor shall attach a copy of each to this Agreement as Exhibit "C".
- o. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event.
- p. Contractor shall not undertake or participate in any business, exhibit, or activity at the Event other than herein specified.
- q. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- a. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours' notice prior to the scheduled Entertainment. Upon cancellation due to inclement weather, County and Contractor may

negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.

- b. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of Board of County Commissioners. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- c. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- d. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- e. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Performing Rights: County shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.

8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree

that this Agreement is not a contract of employment, and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10. Representative(s):

a. The County's representative(s) for this Agreement is/are as follows:

Edward J. Dixon, County Administrator

b. The Contractor's representative(s) for this Agreement is/are as follows:

Bruce Smith

11. Indemnification/Hold Harmless/Attorney's Fees/Damages/Venue/Arbitration:

- a. Contractor shall conduct its activities and Entertainment and the activities and Entertainment of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors.
- b. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents, or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement.
- c. This provision shall survive termination or expiration of this Agreement.
- d. The parties hereby submit to the jurisdiction of the County or Circuit Court of the Second Judicial Circuit, in and for Gadsden County.
- e. The County, at the sole and absolute discretion of the Board of County Commissioners in consultation with the County Attorney, may elect to remove any pending action filed against the County to mandatory binding arbitration. The parties shall share equally in the costs of arbitration and

shall each bear their own costs and attorney's fees associated therewith. The County, at the sole and absolute discretion, shall have the right to decide whether such arbitration shall be binding or non-binding. This provision shall survive termination and shall apply to all contractors and sub-contractors of the Contractor.

- f. Contractor shall not be entitled to any special damages, specifically, but not limited to liquidated damages, expectation damages, consequential damages or specific performance by/from the County.

12. Insurance: The County, by and through the County Administrator, in cooperation with the County Attorney, reserves the right to require insurance coverages throughout the term of this Agreement. If County determines insurance is required to perform this Agreement, Contractor shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described in Exhibit "D" (if any). Contractor shall provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Contractor to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

13. Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested,

if sent to the COUNTY shall be mailed to:

Mr. Charles Hayes, Operations Chief
Gadsden County Board of County Commissioners
9-B East Jefferson Street
Quincy, FL 32353

and if sent to the CONTRACTOR shall be mailed to:

Bruce Smith
25 Katie Drive
Phenix City, AL 36869

14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Gadsden County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

15. Authorization: Any individual executing this Agreement on behalf of Contractor warrants he/she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.

16. Availability of Funds: The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

17. Arrears: The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

18. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

19. Severability: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. Entirety of Contractual Agreement: The County and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

21. Waiver: Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.

22. Nondiscrimination: Renter warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

Authorized Representative:


Signature

Bruce Smith
Printed Name

11/21/2023
Date

ATTEST: GADSDEN COUNTY CLERK
OF COURT

BOARD OF COUNTY COMMISSIONERS,
GADSDEN COUNTY, FLORIDA

NICHOLAS THOMAS

Chairperson, Gadsden County Board of County
Commissioners

APPROVED AS TO FORM FOR
RELIANCE BY GADSDEN COUNTY
ONLY: GADSDEN COUNTY
ATTORNEY

CLAYTON FORD KNOWLES

EXHIBIT A - SCOPE OF WORK

Date: Saturday, March 16, 2024 (" Bruce Smith ")

The Contractor will perform as follows:

Live Music Entertainment

The Contractor will supply all sound equipment adequate for this performance, plus backline, extension cords, amps and necessary cables.

EXHIBIT B

Items Provided by County

Date: Saturday, March 16, 2024 ("_____")

The County (check one) [X] will [] will NOT provide a sound system for this production.

The County will provide Contractor with the following refreshments: N/A

- 1.
- 2.
- 3.
- 4.

The Contractor shall be entitled to the following additional negotiated items/privileges: N/A

- 1.
- 2.
- 3.
- 4.

EXHIBIT C – Required Specialty Certifications, Licenses and/or Other Requirements:

Not required for this performance.

The following certifications, licenses and/or memberships are required:

- 1.
- 2.
- 3.
- 4.

EXHIBIT D - Insurance

Not required for this performance.

**ENTERTAINMENT CONTRACTOR AGREEMENT FOR
THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement made as of this 28 day of November 2023, by and between Gadsden County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and "Gary Jones (check one) [] LLC, [], Inc., [] an individual/sole proprietorship, an Independent Contractor, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County desires to host a concert, hereinafter referred to as the "Event" at Tanyard Creek Amphitheater, hereinafter referred to as the "Facility"; and

WHEREAS, as part of the Event, the County desires to hire entertainment, which shall consist of Live Music Entertainment, hereinafter referred to as "Entertainment"; and

WHEREAS, Contractor desires to provide Entertainment to the County at the Facility during the Event; and

WHEREAS, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; and

WHEREAS, providing Entertainment at the Facility serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and Contractor hereby agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.

2. Term: The Contractor shall commence its Entertainment services on Saturday, March 16, 2024, at Approximately 5:00 PM and shall complete all services by Saturday, March 16, 2024 at 6:00 PM.

3. Payments To Contractor: The county shall pay the Contractor a total amount not-to-exceed Eleven Thousand Dollars (\$ 11,000.00) for Entertainment services as described above. The county shall pay a deposit to Contractor in an amount not-to-exceed Five Thousand five Hundred (\$ 5,500.00) which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed Five Thousand five Hundred (\$ 5,500.00) which shall be paid to Contractor upon completion of the performance of the Entertainment services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County may, in the County's full and absolute discretion, negotiate an alternate date for the Entertainment at a prior date that shall be approved by the Board of County Commissioners. If an alternative date for the Entertainment cannot be negotiated within three (3) days after cancellation,

Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.

4. Taxes: The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- a. Contractor shall provide Entertainment as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference;
- b. Contractor's Performance shall begin at Approximately 5:00 PM and end One hour thereafter
- c. Contractor may arrive at the Facility to begin setting up at 3:00 PM but shall arrive no later than one hundred and twenty (120) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least thirty (30) minutes prior to the scheduled Entertainment time.
- d. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- e. Contractor's Entertainment shall consist of: Live Entertainment
- f. In the event that Contractor's Entertainment includes other entertainers and performers as specifically described in the scope of work, they may not be altered without prior County approval Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. The county shall be the sole decision maker as to whether this provision has been complied with.
- g. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.

- h. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment while on County property.
- i. County will provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- j. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to perform for the County may be withheld.
- k. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.
- l. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- m. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- n. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, Contractor shall attach a copy of each to this Agreement as Exhibit "C".
- o. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event.
- p. Contractor shall not undertake or participate in any business, exhibit, or activity at the Event other than herein specified.
- q. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- a. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours' notice prior to the scheduled Entertainment. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2)

days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.

- b. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of Board of County Commissioners. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- c. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- d. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- e. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Performing Rights: The county shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.

8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment, and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10. Representative(s):

a. The County's representative(s) for this Agreement is/are as follows:

Edward J. Dixon, County Administrator

b. The Contractor's representative(s) for this Agreement is/are as follows:

Gary Jones

11. Indemnification/Hold Harmless/Attorney's Fees/Damages/Venue/Arbitration:

- a. Contractor shall conduct its activities and Entertainment and the activities and Entertainment of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors.
- b. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents, or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement.
- c. This provision shall survive termination or expiration of this Agreement.
- d. The parties hereby submit to the jurisdiction of the County or Circuit Court of the Second Judicial Circuit, in and for Gadsden County.
- e. The County, at the sole and absolute discretion of the Board of County Commissioners in consultation with the County Attorney, may elect to remove any pending action filed against the County to mandatory binding arbitration. The parties shall share equally in the costs of arbitration and shall each bear their own costs and attorney's fees associated therewith. The County, at the sole and absolute discretion, shall have the right to decide whether such arbitration shall be binding or non-binding. This provision

shall survive termination and shall apply to all contractors and sub-contractors of the Contractor.

- f. Contractor shall not be entitled to any special damages, specifically, but not limited to liquidated damages, expectation damages, consequential damages or specific performance by/from the County.

12. Insurance: The County, by and through the County Administrator, in cooperation with the County Attorney, reserves the right to require insurance coverages throughout the term of this Agreement. If County determines insurance is required to perform this Agreement, Contractor shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described in Exhibit "D" (if any). Contractor shall provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Contractor to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

13. Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested,

if sent to the COUNTY shall be mailed to:

Mr. Charles Hayes, Operations Chief
Gadsden County Board of County Commissioners
9 E. Jefferson Street
Quincy, Florida 32341

and if sent to the CONTRACTOR shall be mailed to:

via email **Jeterjones20@yahoo.com**

14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Gadsden County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

15. Authorization: Any individual executing this Agreement on behalf of Contractor warrants he/she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.

16. Availability of Funds: The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

17. Arrears: The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

18. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

19. Severability: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. Entirety of Contractual Agreement: The County and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

21. Waiver: Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.

22. Nondiscrimination: Renter warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

Authorized Representative:

Gary C Jones
Signature

Gary Charles Jones
Printed Name

Nov 30, 2023
Date

ATTEST: GADSDEN COUNTY CLERK
OF COURT

BOARD OF COUNTY COMMISSIONERS,
GADSDEN COUNTY, FLORIDA

NICHOLAS THOMAS

Chairperson, Gadsden County Board of County
Commissioners

APPROVED AS TO FORM FOR
RELIANCE BY GADSDEN COUNTY
ONLY: GADSDEN COUNTY
ATTORNEY

CLAYTON FORD KNOWLES

EXHIBIT A - SCOPE OF WORK

Date: Saturday, March 16, , 2024 (" Gary Jones ")

The Contractor will perform as follows:

Live

The Contractor will supply all sound equipment adequate for this performance, plus backline, extension cords, amps, and necessary cables.

**ENTERTAINMENT CONTRACTOR AGREEMENT FOR
THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement made as of this 28 day of November 2023, by and between Gadsden County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and "Lacy Jones (check one) [] LLC, [], Inc., [] an individual/sole proprietorship, an Independent Contractor, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County desires to host a concert, hereinafter referred to as the "Event" at Tanyard Creek Amphitheater, hereinafter referred to as the "Facility"; and

WHEREAS, as part of the Event, the County desires to hire entertainment, which shall consist of Live Music Entertainment, hereinafter referred to as "Entertainment"; and

WHEREAS, Contractor desires to provide Entertainment to the County at the Facility during the Event; and

WHEREAS, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; and

WHEREAS, providing Entertainment at the Facility serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and Contractor hereby agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.

2. Term: The Contractor shall commence its Entertainment services on Saturday, March 16, 2024, at Approximately 5:00 PM and shall complete all services by Saturday, March 16, 2024 at 6:00 PM.

3. Payments To Contractor: The county shall pay the Contractor a total amount not-to-exceed Seventy Thousand Five Hundred Dollars (\$ 7,500.00) for Entertainment services as described above. The county shall pay a deposit to the Contractor in an amount not-to-exceed Three Thousand Seven Hundred and Fifty Dollars (\$ 3750.00) which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed Three Thousand Seven Hundred and Fifty Dollars (\$ 3750.00) which shall be paid to Contractor upon completion of the performance of the Entertainment services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If the Contractor cancels or fails to appear at the Event, the Contractor and County may, in the County's full and absolute discretion, negotiate an alternate date for the Entertainment at a prior date that shall be approved by the Board of County Commissioners. If an alternative date for

the Entertainment cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.

4. Taxes: The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- a. Contractor shall provide Entertainment as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference;
- b. Contractor's Performance shall begin at Approximately 5:00 PM and end One hour thereafter
- c. Contractor may arrive at the Facility to begin setting up at 3:00 PM but shall arrive no later than one hundred and twenty (120) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least thirty (30) minutes prior to the scheduled Entertainment time.
- d. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- e. Contractor's Entertainment shall consist of: Live Entertainment
- f. In the event that Contractor's Entertainment includes other entertainers and performers as specifically described in the scope of work, they may not be altered without prior County approval Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. The county shall be the sole decision maker as to whether this provision has been complied with.
- g. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and

- regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- h. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment while on County property.
 - i. County will provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
 - j. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to perform for the County may be withheld.
 - k. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.
 - l. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
 - m. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
 - n. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, Contractor shall attach a copy of each to this Agreement as Exhibit "C".
 - o. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event.
 - p. Contractor shall not undertake or participate in any business, exhibit, or activity at the Event other than herein specified.
 - q. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- a. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours' notice prior to the scheduled Entertainment. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate

date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.

- b. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of Board of County Commissioners. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- c. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- d. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- e. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Performing Rights: The county shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.

8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment, and that no relationship of

Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10. Representative(s):

a. The County's representative(s) for this Agreement is/are as follows:

Edward J. Dixon, County Administrator

b. The Contractor's representative(s) for this Agreement is/are as follows:

Lacy Jones

11. Indemnification/Hold Harmless/Attorney's Fees/Damages/Venue/Arbitration:

- a. Contractor shall conduct its activities and Entertainment and the activities and Entertainment of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors.
- b. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents, or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement.
- c. This provision shall survive termination or expiration of this Agreement.
- d. The parties hereby submit to the jurisdiction of the County or Circuit Court of the Second Judicial Circuit, in and for Gadsden County.
- e. The County, at the sole and absolute discretion of the Board of County Commissioners in consultation with the County Attorney, may elect to remove any pending action filed against the County to mandatory binding arbitration. The parties shall share equally in the costs of arbitration and

shall each bear their own costs and attorney's fees associated therewith. The County, at the sole and absolute discretion, shall have the right to decide whether such arbitration shall be binding or non-binding. This provision shall survive termination and shall apply to all contractors and sub-contractors of the Contractor.

- f. Contractor shall not be entitled to any special damages, specifically, but not limited to liquidated damages, expectation damages, consequential damages or specific performance by/from the County.

12. Insurance: The County, by and through the County Administrator, in cooperation with the County Attorney, reserves the right to require insurance coverages throughout the term of this Agreement. If County determines insurance is required to perform this Agreement, Contractor shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described in Exhibit "D" (if any). Contractor shall provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Contractor to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

13. Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested,

if sent to the COUNTY shall be mailed to:

Mr. Charles Hayes, Operations Chief
Gadsden County Board of County Commissioners
9 E. Jefferson Street
Quincy, Florida 32341

and if sent to the CONTRACTOR shall be mailed to:

via email **Jflood9728@aol.com**

14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Gadsden County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

15. Authorization: Any individual executing this Agreement on behalf of Contractor warrants he/she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.

16. Availability of Funds: The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

17. Arrears: The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

18. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

19. Severability: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. Entirety of Contractual Agreement: The County and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

21. Waiver: Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.

22. Nondiscrimination: Renter warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

Authorized Representative:

Lacy Reed

Signature

Lacy Reed

Printed Name

11/29/2023

Date

ATTEST: GADSDEN COUNTY CLERK
OF COURT

BOARD OF COUNTY COMMISSIONERS,
GADSDEN COUNTY, FLORIDA

NICHOLAS THOMAS

Chairperson, Gadsden County Board of County
Commissioners

APPROVED AS TO FORM FOR
RELIANCE BY GADSDEN COUNTY
ONLY: GADSDEN COUNTY
ATTORNEY

CLAYTON FORD KNOWLES

EXHIBIT A - SCOPE OF WORK

Date: Saturday, March 16, , 2024 ("_____")

The Contractor will perform as follows:

Live _____

The Contractor will supply all sound equipment adequate for this performance, plus backline, extension cords, amps, and necessary cables.

**ENTERTAINMENT CONTRACTOR AGREEMENT FOR
THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement made as of this 7 day of December 2023 , by and between Gadsden County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and "Tou Tweet Music Inc AKA Charlene Keys (check one) [X] LLC, [], Inc., [] an individual/sole proprietorship, an Independent Contractor, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County desires to host a concert, hereinafter referred to as the "Event" at Tanyard Creek Amphitheater, hereinafter referred to as the "Facility"; and

WHEREAS, as part of the Event, the County desires to hire entertainment, which shall consist of Live Music Entertainment , hereinafter referred to as "Entertainment"; and

WHEREAS, Contractor desires to provide Entertainment to the County at the Facility during the Event; and

WHEREAS, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; and

WHEREAS, providing Entertainment at the Facility serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and Contractor hereby agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.

2. Term: The Contractor shall commence its Entertainment services on Saturday, March 16, 2024, at Approximately 5:00 PM and shall complete all services by Saturday, March 16, 2024 at 6:00 PM.

3. Payments To Contractor: The county shall pay the Contractor a total amount not-to-exceed Nineteen Thousand Dollars (\$ 19,000.00) for Entertainment services as described above. The county shall pay a deposit to the Contractor in an amount not-to-exceed Nine Thousand Five Hundred Dollars (\$ 9,500.00) which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed Nine Thousand Five Hundred Dollars (\$ 9,500.00) which shall be paid to Contractor upon completion of the performance of the Entertainment services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If the Contractor cancels or fails to appear at the Event, the Contractor and County may, in the County's full and absolute discretion, negotiate an alternate date for the Entertainment at a prior date that shall be approved by the Board of County

Commissioners. If an alternative date for the Entertainment cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.

4. Taxes: The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- a. Contractor shall provide Entertainment as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference;
- b. Contractor's Performance shall begin at Approximately 5:00 PM and end One hour thereafter.
- c. Contractor may arrive at the Facility to begin setting up at 3:00 PM but shall arrive no later than one hundred and twenty (120) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least thirty (30) minutes prior to the scheduled Entertainment time.
- d. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- e. Contractor's Entertainment shall consist of: Live Entertainment
- f. In the event that Contractor's Entertainment includes other entertainers and performers as specifically described in the scope of work, they may not be altered without prior County approval Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. The county shall be the sole decision maker as to whether this provision has been complied with.
- g. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and

regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.

- h. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment while on County property.
- i. County will provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- j. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to perform for the County may be withheld.
- k. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.
- l. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- m. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- n. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, Contractor shall attach a copy of each to this Agreement as Exhibit "C".
- o. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event.
- p. Contractor shall not undertake or participate in any business, exhibit, or activity at the Event other than herein specified.
- q. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- a. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours' notice prior to the scheduled Entertainment. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate

date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.

- b. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of Board of County Commissioners. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- c. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- d. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- e. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Performing Rights: The county shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.

8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment, and that no relationship of

Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10. Representative(s):

a. The County's representative(s) for this Agreement is/are as follows:

Edward J. Dixon, County Administrator

b. The Contractor's representative(s) for this Agreement is/are as follows:

Tou Tweet Music Inc

11. Indemnification/Hold Harmless/Attorney's Fees/Damages/Venue/Arbitration:

- a. Contractor shall conduct its activities and Entertainment and the activities and Entertainment of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors.
- b. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents, or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement.
- c. This provision shall survive termination or expiration of this Agreement.
- d. The parties hereby submit to the jurisdiction of the County or Circuit Court of the Second Judicial Circuit, in and for Gadsden County.
- e. The County, at the sole and absolute discretion of the Board of County Commissioners in consultation with the County Attorney, may elect to remove any pending action filed against the County to mandatory binding arbitration. The parties shall share equally in the costs of arbitration and

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Gadsden County Board of County Commissioners
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via email gabby@gmajorinc.com

14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Gadsden County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

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Authorized Representative:

Charlene Keys

Signature

Charlene Keys

Printed Name

December 13, 2023

Date

ATTEST: GADSDEN COUNTY CLERK
OF COURT

BOARD OF COUNTY COMMISSIONERS,
GADSDEN COUNTY, FLORIDA

NICHOLAS THOMAS

Chairperson, Gadsden County Board of County
Commissioners

APPROVED AS TO FORM FOR
RELIANCE BY GADSDEN COUNTY
ONLY: GADSDEN COUNTY
ATTORNEY

CLAYTON FORD KNOWLES

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