



This agreement made this _____ day of **March, 2015**, and governed by laws of the State of Florida, is between the City of North Miami, located at 770 NE 125th Street in North Miami, hereinafter known as the "City", and **Ingrid Bazin**, representing **On the B Side Entertainment**, hereinafter collectively referred to as the "Producer", for the Nomi Musical Nights to be held on **Saturday, June 6, 2015** or on **Saturday, June 13, 2015, from 6:00 – 10:00 pm**. Said event is in celebration of the Black History Month with Rhythm and Soul performances for monthly series open to the public and audiences of all ages.

Whereas, the City has agreed to hire **On the B Side Entertainment** to produce and perform an event live at a City designated location, and the Producer has agreed to conduct the performance.

Now therefore, the parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

- 1) The City will hire **On the B Side Entertainment** to provide the following live performances at the MOCA Plaza.
- 2) Producer has agreed to provide the following artist/performers/dancers/entertainment to include but not limited to the following:
 - A) 4 hour live **DJ**.
 - B) Master or Mistress of Ceremony for 4 hours
 - C) The following will fill the 7 – 9 pm, 2 hour block of time.
 - a. **On the B-SIDE** live full band.
 - b. **Noel** – live performance from the guest artist.
 - c. A fashion component of the show
 - d. African drummer
 - e. Local entertainment
- 3) The performance will take place on **Saturday, June 6, 2015** or on **Saturday, June 13, 2015, from 6 – 10 pm**, in the event the June 6th date is cancelled. The performers must arrive no later than **3 pm** to set-up their equipment, and sound-check the public address system provided by the City.
- 4) The City will pay the Producer a total fee of **\$ 13,000** for the above stated performance. The City has initially paid Producer the amount of \$6,500.00. The balance of the amount due (i.e., \$6,500.00) shall be paid to Producer as follows: \$3,250.00 upon execution of this agreement; and \$3,250.00 upon conclusion of the performance under Section 2 above.

Addendum:

- a. The City of North Miami will provide the sound equipment with a local sound company along with a sound engineer for the show. Sound engineer is to review with Ms. Bazin on "run of show/timeline" of production.
 - b. The City will provide light refreshments and backstage area with seating.
 - c. The Producer will be responsible for their transportation to and from the venue on the said date.
- 5) Producer will forfeit the fee and shall return the deposit paid by the City should the artists and/or performers fail to appear through no fault of the City. Monies paid to Producer will not be refunded if the event is cancelled due to circumstances beyond the control of the Producer. The parties will make a good faith effort to reschedule the event, canceled due to rain or other force majeure events (or act of God) beyond the control of the parties.
 - 6) The City will provide a stage/riser and public address system for the Producer, at the performance site.
 - 7) Producer can sell merchandise after review and approval of said materials by the City Manager. The merchandise can be sold from a location determined by the producer and the City Manager.
 - 8) Producer agrees to indemnify and hold harmless the City from and against all manner of loss, damage, and liability arising from or by reason of the performance by the artist and performers. The City agrees to indemnify and hold harmless the Producer from and against all manner of loss, damage, and liability brought against the City provided it is not due to the negligent or intentional acts of the Producer.
 - 9) If suit is brought for breach or to enforce any terms of this agreement, the prevailing party is entitled to reasonable attorney's fees and the cost of collection, as applicable.
 - 10) Producer consents to the use of images by the City in connection with the program mentioned above. Producer hereby consents the City to make, use, edit, transmit, and distribute copies of any such images for education, non-profit, fund-raising, or publicity purposes.

11) The City has an agreement established since 2002 between the American Society of Composers, Authors and Publishers, granting the city as a Licensee to publically perform on City property or public venue known as "premises" and at the "events". The agreement is renewable annually on the anniversary date of May 1st. The use of "Live Entertainment" or "Mechanical Music" is included in this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

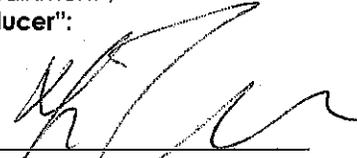
Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

Ingrid Bazin, as agent representing 'On the B Side Entertainment',
"Producer":

By: 

Print Name: Ingrid M. Bazin

Date: 3/4/2015

ATTEST:

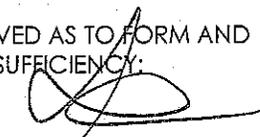
City of North Miami, a Florida municipal Corporation,

"City":

By: 
for Michael A. Etienne
City Clerk

By: 
Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Regine M. Monestime, Esq.
City Attorney