

AGREEMENT

This Agreement is between the City of Grand Rapids (“City”) and Northern Community Radio (“KAXE”), to create and manage a music festival (“Event”) on Block 19 in Grand Rapids, Minnesota.

WHEREAS, COVID-19 has negatively impacted the community’s tourism, non-profit, and entertainment industries like hotels, restaurants, small businesses; and

WHEREAS, The City and KAXE, desire to create and manage a music festival on the second weekend of September that will positively impact the community’s tourism, non-profit, and entertainment industries;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Scope of Work.
 - a. The name of the Event is “Grand Rapids Riverfest”.
 - b. The Event shall occur September 10, 2022.
 - c. The Event shall be held at the Grand Rapids Area Library.

2. Responsibilities
 - a. The City shall provide the following items at no-cost to KAXE:
 - i. Provide the venue.
 - ii. Provide security.
 - iii. Provide temporary traffic control.
 - iv. Create temporary fencing around the venue.
 - v. Provide tables and chairs.
 - vi. Provide portable toilets to accommodate up to 5,000 people.
 - vii. Provide garbage/refuse.
 - viii. Contract with the Headliner Act.
 - ix. Seek grants that will assist in funding the Event.
 - x. Assist KAXE by sharing promotional information on the City social media platform.
 - xi. Shall provide insurance for the Event.
 - b. KAXE shall provide the following items at no-cost to City:
 - i. Act as the fiscal agent and manage tickets sales for the Event.
 - ii. Secure all required music equipment, including the stage.
 - iii. Provide staffing and volunteers to operate the Event.
 - iv. Utilize the promotional platforms available to promote the Event.
 - v. Seek grants that will assist in funding the Event.
 - vi. Secure/negotiate contracts for the headliner and a minimum of three opening acts for the Event.

3. Financials
 - a. The City shall:
 - i. Not receive any proceeds greater than expenses for the Event.

 - b. KAXE shall:

- i. Contribute any sponsorships or grants received for the Event to the revenues for the event.
 - ii. Purchase with Event revenues any hospitality rider expenses, including hotels and meals required by performers for the Event.
 - iii. Shall contribute \$140,000 to the City to pay for the Headliner Act prior to October 1, 2022.
 - iv. Receive 95% of proceeds greater than expenses for the Event.
 - v. Shall contribute 5% of proceeds greater than expenses for the Event to the Grand Rapids Area Library Foundation.
- 4. Hold harmless
 - a. The City and KAXE, agree to hold the City of Grand Rapids, its officers, agents, employees, successors and assigns, harmless and to indemnify them against any and all claims or liability for any claims, actions, causes of action, suits, or demands of any sort for damages on account of personal injuries related to or arising out of the use of the premises by the above-named parties or any of its agents, employees, officers, or independent contractors.
 - b. The City and KAXE, must maintain Worker Compensation Policies covering all of their employees, and will ensure that subcontractors, and all other personnel who are involved in the installation, operation and or maintenance of the equipment provided by the Producer do as well. Volunteers are exempt from this agreement.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth below.

City of Grand Rapids:

By: _____

Name: Dale Christy, Mayor

By: _____

Name: Kim Gibeau, City Clerk

Northern Community Radio:

By: _____

Name: Sarah Bignall, Interim GM