

AGREEMENT

This Agreement is between the City of Grand Rapids (“City”), and The Reif Arts Council (“Reif”), to manage a music festival (“Event”) on the Itasca County Fairgrounds property located 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 Reif, desire to manage a music festival on July 23, 2022, 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 Jam”.
 - b. The Event shall occur on July 23, 2022.
 - c. The Event shall be held on City property located at the Itasca County Fairgrounds.

2. Responsibilities
 - a. The City shall provide the following items at no-cost to Reif :
 - i. Provide security.
 - ii. Provide temporary traffic control.
 - iii. Create temporary fencing around the venue.
 - iv. Provide tables and chairs.
 - v. Provide portable toilets to accommodate 5,000 people.
 - vi. Provide garbage/refuse.
 - vii. Assist Reif by sharing promotional information on the City social media platform.
 - viii. Shall insure the event through the City’s liability insurance and name the Reif as an additional insured.
 - b. The Reif shall provide the following items at no-cost to City:
 - i. Secure/negotiate contracts for all musicians to perform at the Event.
 - ii. Act as the fiscal agent and manage tickets sales for the Event.
 - iii. Secure all required music equipment, including the stage.
 - iv. Provide staffing and volunteers to operate the Event.
 - v. Utilize the promotional platforms available to promote the Event.
 - vi. Seek grants that will assist in funding the Event.

3. Financials
 - a. The City shall:
 - i. Not receive any proceeds from the Event.
 - b. The Reif 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 on Friday and Saturday of the Event.
 - iii. Receive 95% of proceeds greater than expenses for the Event.
 - iv. Donate 5% of proceeds greater than expenses to the Grand Rapids Area Library Foundation.

4. Hold harmless
 - a. The City and Reif, 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 Reif must maintain Worker Compensation Policies covering all of their employees, subcontractors, and all other personnel who are involved in the installation, operation and or maintenance of the equipment provided by the Producer. 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:

The Reif:

By: _____

By: _____

Name: Dale Christy, Mayor

Printed Name: Shantel Dow, Executive Director

By: _____

Name: Kim Gibeau, City Clerk