

AGREEMENT

This Agreement is between the City of Grand Rapids (“City”), Rapids Radio, LLC (“Station”) and Rapids Brewing Company, Inc. (“RBC”), 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, Station, and RBC, desire to create and manage a music festival on the third weekend of July 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 “Rapids Rockfest”.
- b. The Event shall occur July 19, 2025.
- c. The Event shall be held at the parking lot located on Block 19 in the plat of Grand Rapids.

2. Responsibilities

a. The City shall provide the following items at no-cost to the Event:

- i. Provide the venue.
- ii. Provide temporary traffic control.
- iii. Create temporary fencing around the venue.
- iv. Provide tables and chairs.
- v. Provide portable toilets to accommodate up to 2,000 people.
- vi. Provide garbage/refuse.
- vii. Assist Station and RBC by sharing promotional information on the City social media platform.
- viii. The City shall allow for an Event variance of City Ordinance 42-81, specifically allowing the consumption of edible cannabis products, and lower-potency hemp edibles and hemp-derived consumer products, as defined by Minn. Stat. Section 342.01. This City does not authorize the smoking or vaping of said products.
- ix. The City allows music to be performed until 11:00 pm.

b. Station shall be responsible the following items at no-cost to City or RBC:

- 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. Secure/negotiate contracts for the headliner and a minimum of three opening acts for the Event.
- vi. Any other items required to hold such Event.

c. RBC shall be responsible for the following items at no cost to the City or Station:

i. Bill please complete

N/A

3. Financials

a. The City shall:

i. Not receive any proceeds for the Event.

b. Station shall:

i. Shall contribute 5% of profit for the Event to the Grand Rapids Area Library Foundation.

4. Hold harmless

a. The City, Station, and RBC, 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, Station, and RBC, 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: Tasha Connelly, Mayor

By: _____


Name: Kim Gibeau, City Clerk

Rapids Radio, LLC:

By:  _____

Name: Marcus Lind, GM

Rapids Brewing Company, ^{LLC} Inc.:

By:  _____

Name: Bill Martinetto GM