

## **Client Service Proposal/Agreement**

Entered into on February 1st, 2022

Project is on August 5th, 2022 for Musical Entertainment at Tall Timber Days event in Grand Rapids,  
MN

Parties:

**Adessa & The Beat**

Known as "Contractor"

And

**City of Grand Rapids**

Known as "Client"

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

### **Purpose of the Agreement**

Client wishes to hire Contractor to provide services relating to Client's event as detailed in this Agreement. Contractor has agreed to provide such services according to the terms of this Agreement.

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## **Terms**

### **SERVICES**

Contractor shall provide Client with the following services on a one-time basis (herein known as "Services"):

**Up to 4 hours of live musical entertainment performed by Adessa & The Beat**

### **COST**

The total cost of all Services Contractor agrees to provide to Client is **\$1650** on a one-time basis (the "Total Cost"). Total Cost is inclusive of Contractor's Services, any setup time, travel time and out-of-pocket costs, etc.

## **RELATIONSHIPS OF THE PARTIES**

Contractor and any related sub-contractors are not employees, partners or members of Client's company or organization. Contractor has the sole right to control and direct the means, manner and method by which the services in this Agreement are performed. Contractor has the right to hire assistants, subcontractors or employees to provide Client with its Services. Parties are individually and separately responsible for their own business operation and expenses, including securing or paying any licensing fees, insurance, taxes (including FICA), registrations or permits. Client is not responsible for paying for any benefits, Workers Compensation, insurance or unemployment fees to Contractor.

## **STYLE RELEASE**

Client has spent a satisfactory amount of time reviewing Contractor's work and has a reasonable expectation that Contractor's Services will produce a reasonably similar outcome and result for Client. Contractor will use reasonable efforts to ensure Client's services are carried out in a style and manner consistent with Contractor's current portfolio and services, and Contractor will try to incorporate any suggestions Client makes. However, Client understands and agrees that:

- Every client and final delivery is different, with different tastes, budgets, and needs;
- Musical entertainment is a subjective service and Contractor is a provider with a unique vision, with an ever-evolving style and technique;
- Contractor will use her personal judgment to create favorable results for Client, which may not include strict adherence to Client's suggestions;
- Dissatisfaction with Contractor's independent judgment or individual management style are not valid reasons for termination of this Agreement or request of any monies returned.

## **LIMIT OF LIABILITY**

Client agrees that the maximum amount of damages she/he is entitled to in any claim of or relating to this Agreement or Services provided herein are not to exceed Contractor's total cost as set forth in this Agreement.

## **INDEMNIFICATION**

Client agrees to indemnify and hold harmless Contractor and its employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services provided herein.

## **ASSUMPTION OF RISK**

Client and related parties/ participants expressly assume any risk of musical entertainment and related activities as described herein.

## **NON-DISPARAGEMENT**

The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or business activities of any Parties to this Agreement.

## **CANCELLATIONS**

### **CLIENT DESIRES TO CANCEL**

If the Client desires to cancel Services of Contractor for any reason at any time, then Client shall provide at least 30 days Notice to Contractor in order to cancel this contract. Providing Notice will not relieve Client of any currently outstanding payment obligations. Contractor will not be obligated to refund any portion of monies Client has previously paid to Contractor. Contractor has no obligation to attempt to re-book further Services to make up for Client's cancellation.

### **CONTRACTOR DESIRES TO CANCEL**

In the event Contractor cannot or will not perform her obligations in any or all parts of this Agreement, it (or a responsible party) will immediately give Notice to Client, and at the Contractor's discretion, either attempt to find a reasonable substitute to fulfill the terms of this Agreement or issue a refund or credit based on a reasonably accurate percentage of Services rendered. In the case of a refund where, at the discretion of the Contractor, no reasonable substitute is found, Contractor shall excuse Client of further performance obligations in this Agreement.

### **FORCE MAJEURE**

Either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party that materially affects the performance of Services, such as: an act of God (fires, explosions, earthquakes, hurricane, natural disasters, flooding, storms or infestation), or War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not), or any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

### **NO-SHOWS**

If it becomes impossible for Contractor to render Services due to the fault of the Client or parties related to Client, such as failure to provide necessary elements of the Services or failure of one or

more essential parties to the Services to complete tasks in a timely manner, it is within the Contractor's sole discretion to allow for any additional time or dates to render Services. In such an event, any outstanding amount will immediately become due and payable to Contractor.

### **GOVERNING LAW**

The laws of Minnesota govern all matters arising under or relating to this Agreement, including torts.

### **NOTICE**

Parties shall provide effective notice ("Notice") to each other, including any payments or invoices, via either of the following methods of delivery at the date and time which the Notice is sent:

- Email

2. Contractor Email: adessaruth0804@gmail.com
3. Client's Email: davidjess356@hotmail.com

- Mail

4. Contractor's Address: 109 6th ave Bovey MN 55709
5. Client's Address(es): 420 N Pokegama Ave, Grand Rapids, MN 55744

### **SEVERABILITY**

If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.

### **AMENDMENTS**

The parties may amend this Agreement only by the parties' written agreement with proper Notice.

### **ASSIGNMENTS**

Neither party may assign or subcontract any rights or obligations in this Agreement without proper Notice, unless otherwise provided herein.

On behalf of Adessa & The Beat: *Adessa Cournoyer 2.1.22*

On behalf of City of Grand Rapids: \_\_\_\_\_