

**AGREEMENT BY AND BETWEEN THE
CITY OF JONESBORO AND
UPSCALE BAND AKA A1 PARTY BAND AND SMOOTH JAZZ ENSEMBLE**

1.0 PARTIES

The parties to this Agreement are the **City of Jonesboro, Georgia**, a municipal corporation ("City") and **UpScale Band AKA A1 Party Band and Smooth Jazz Ensemble, DBA Let Me Entertain You, LLC** ("Contractor").

2.0 SCOPE OF SERVICES

- 2.1 The City agrees to engage the Contractor for the purpose of providing a musical performance on April 26, 2025, at the Lee Street Park, 155 Lee Street, Jonesboro, Georgia 30236. The Contractor will provide such services at a time to be determined by the City, which performance will be for a minimum of two (2) hours ("Service"). The Contractor agrees to provide the Services under these terms.
- 2.2 The City agrees to pay the Contractor \$2,500 for this Service upon the completion of the Service and pay for or arrange free parking for the musicians.
- 2.2 The City also agrees to provide a dressing area for all members of the band, which area can double as the green room. The City also agrees to provide reasonable food and drinks/snacks.

3.0 OTHER ITEMS

- 3.1 If the City breaches this Agreement, the City will be liable for the full amount owed to the Contractor.
- 3.2 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Service hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor, or any officer, employee, or agent of the Contractor
- 3.3 It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee, or servant of the City, and that:
- 3.4 **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**
- 3.5 **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS**

**PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY
OTHER THAN THE CITY.**

- 3.6 All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 3.7 Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.
- 3.8 Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.
- 3.9 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; and further including E-Verify and SAVE for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals. Contractor shall timely submit all forms and affidavits necessary to comply with E-Verify and SAVE.
- 3.10 This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

CITY OF JONESBORO, a Georgia home rule municipal corporation

By: _____
Dr. Donya L. Sartor, Mayor

Attest: _____
Shandrella Jewett, City Clerk

Date: _____

UpScale Band AKA A1 Party Band and Smooth Jazz Ensemble, DBA Let Me Entertain You, LLC

By: _____

Title: _____

Date: _____