



City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Contract #23067 with Micky and the Motorcars for Wagon Days Street Party

Recommendation and Summary

Staff recommends Council authorize the mayor to sign an Agreement with the Wagon Days artist who will perform at the Street Party following the Big Hitch Parade at the Wagon Days Weekend celebration. Staff also recommends Council authorize payment of the 50% deposit required in contract.

“I move to approve Contract #23067 with Micky and the Motorcars for Wagon Days Street Party.”

The reasons for the recommendation are as follows:

- The reasons for the recommendation are as follows:
- This is Wagon Days’ 66th year.

Introduction and History

Wagon Days Weekend is the City of Ketchum’s premier event and is in its 66th year. In 2016, the city added a Street Party to the list of activities, which takes place after the parade. The Street Party had very good attendance, keeping people in town longer to enjoy the day and visit local businesses and restaurants after the parade. This event also helps minimize traffic flow. The city has hosted appearances by Lucas Nelson in 2017, The Last Bandoleros in 2018, Brandon Lay in 2019, and Chayce Beckham in 2022.

The city will also provide a stage, sound, engineer and backline for the band. Once the offer is accepted, staff will share the details of the contract and information on the artist with City Council.

Financial Impact

All costs will be funded through the FY23 events budget and donations to the series.

Attachments:

Contract #23067



Contract # 23067

Artist Name : Micky and the Motorcars

This CONTRACT is made by and between **Micky and the Motorcars** (hereinafter referred to as "Artist") and **City of Ketchum** (hereinafter referred to as "Purchaser"). Both parties are aware that Red 11 Music is acting as the agent between both parties. This contract is to be signed by Purchaser and returned to Red 11 Music, WITHIN 14 DAYS OF ISSUE DATE ALONG WITH A 50% DEPOSIT MADE PAYABLE TO Red 11 Music, and this contract shall consist of all provisions listed below as well as any attachments.

ANY AND ALL RIDERS ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT*
This contract may become void at the AGENT'S discretion if PURCHASER fails to return contract and deposit by stated due date.
PLEASE RETURN CONTRACTS SIGNED VIA EMAIL, FAX OR BY MAIL TO Red 11 Music.

Show Date: 09/02/2023 Saturday	Number Of Sets: 1
Venue: Wagon Days	Number Of Shows: 1
Venue Address: 480 East Ave Ketchum, ID 83340	Show Lineup: n/a
Venue Contact: Eryn Alvey	Curfew: per advance
Venue Phone: 208.727.5077	Hotels: 3 double rooms
Venue Fax:	Performance Time: per advance
Venue Email: ealvey@ketchumidaho.org	Set Length: 90 min
Venue Website: https://www.wagondays.net/contact	Time of Doors: per advance
Buyer Name: City of Ketchum	Billing: Wagon Days
Buyer Email: ealvey@ketchumidaho.org	Position: Headline
Buyer Phone: 208.727.5077	Type of Show:
Buyer Cell: 408.761.6955	Type of Engagement:
Production Contact:	Building Capacity:
Production Phone:	Covered: No
Production Email:	Age Limit: AA
	Soft Merch: Artist %: 100
	Music Merch: Artist %: 100
	Who Sells: Artist
	Tax %: 0.000
	Outdoor: No
	House %: 0
	House %: 0

Ticket Scaling				Terms	
TICKETS	COMPS	PRICE	EXTENDED	Guarantee:	\$12,500.00
Gross tix	0		\$0.00	Stipulations :	flat fee.
Net Tix	0			Deposit 1 :	\$6,250.00
Average tix	\$0.00			Deposit 1 Due :	03/10/2023

Deposits are to be made payable to : Red 11 Music by Cashier's/Certified Check, Money Order, Company Check OR Bank Wire. BALANCE is due UPON DEMAND day of show in Cash or Cashier's Check and made payable to ARTIST. NO PERSONAL CHECKS WILL BE ACCEPTED.

Additional Provisions on Contract : Buyer to provide professional sound/lights, hot meal for band/crew and mutually agreed upon artist rider. Any and all comp tickets used for promotion must be approved by artist management. All support must be approved by Red 11 Music. Buyer agrees to provide a marketing & advertising plan and any ad mats for artist management approval direct to artist management and/or Red 11 Music PRIOR TO any agreed upon announce date and/or on sale date.

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract.

Purchaser : City of Ketchum

Signatory : Neil Bradshaw

Signature : _____

Phone : 208.727.5077

Cell Phone : 408.761.6955

Email : ealvey@ketchumidaho.org

Artist : Micky and the Motorcars

Signatory : Gary Braun

Signature : Gary Braun



Additional Terms and Conditions

PAYMENT - All deposits stated herein must be sent within 14 days of issue date in the form of a cashiers/business check to Red 11 Music and be made payable to Red 11 Music.

All day of show payments must be made immediately prior to first performance in the form of cash or cashier's check or company check to PRODUCER/ARTIST's representative unless otherwise agreed upon in advance.

Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER/ARTIST in CASH ONLY immediately following the show. When the PRODUCER/ARTIST is to be paid based upon a percentage and/or expenses are factored into the wage agreed, the PURCHASER shall provide:

- A) Printer's manifest and a box office statement signed by PURCHASER
- B) PRODUCER's representative shall have access to box office at all times during performance
- C) Verification of all expenses relating to the show (invoices, receipts, ad schedules, logos, etc.)
- D) A final accounting of all gate receipts

***All shall be presented in an organized manner upon final settlement with PRODUCER/ARTIST's representative. TICKET PRICE/VENUE CAPACITY - PURCHASER shall not raise the ticket price or increase the venue capacity as set forth in section below. If ticket price or venue capacity increases, 100% of excess revenue generated from the unauthorized increase will be paid in full to PRODUCER/ARTIST in cash immediately upon the completion of the performance. If the ticket price or capacity is lower than stated on the face of this contract, PURCHASER shall make up the difference and the difference shall be paid in cash in full upon completion of show.

CANCELLATION - Unless otherwise stipulated to in writing, PURCHASER agrees that PRODUCER may cancel the engagement hereunder without liability by giving the PURCHASER at least sixty (60) days notice prior to the day of show. PRODUCER shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 14 days of issue date of Contract.

In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, PRODUCER/ARTIST shall have the right to refuse to perform the contract, shall retain any amounts theretofore paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or has been impaired or is in PRODUCER'S opinion unsatisfactory, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith.

If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to PRODUCER by PURCHASER and PURCHASER shall remain liable to PRODUCER for the agreed price herein and forth.

FORCE MAJEURE - In the event that ARTIST is unable/prevented from performance due to serious illness, accidents or accidents to means of transportation, civil tumult, strike, riots, epidemics, war conditions or similar circumstances, acts of God, or any other legitimate condition beyond their control, it is understood and agreed that there shall be no claim for damages by PURCHASER and PRODUCER'S obligations as to such performance shall be deemed waived.

OUTDOOR ENGAGEMENTS - For outdoor engagements where performance is deemed impossible, infeasible, or unsafe, PURCHASER will provide an alternative indoor performance location. PRODUCER/ARTIST is to be paid the full contract price "rain, shine, or inclement weather" and regardless of stage location.

PERFORMANCE RECORDINGS - No performance of the engagement shall be recorded, broadcast, televised, photographed, transmitted, or reproduced in any manner or by any means whatsoever without written permission by ARTIST or management.

RELATIONSHIP - The relationship between PRODUCER/ARTIST and PURCHASER is that of independent contractors. Nothing in this contract is intended to constitute the parties as a partnership, joint venture, employee/employer relationship, principal/agent relationship or other relationship and neither part shall represent itself to third parties as such.

INSURANCE/INDEMNITY - PURCHASER shall provide, at its sole cost, Commercial General Liability insurance covering any claims, liabilities, or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the venue but shall not be less than \$1,000,000 aggregate and \$1,000,000 per event. Said insurance shall be in full force and effect at all times. ARTIST shall provide same insurance coverage. PURCHASER shall provide ARTIST with a copy of the Certificate of Insurance no less than 14 days prior to the performance. ARTIST shall indemnify and hold harmless PURCHASER and its directors, agents and employees free, clear and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of ARTIST or its respective agents, employees or contractors in any way connected with or arising out of any accident.

BREACH/DISPUTES - In case of breach of contract by PURCHASER, PURCHASER agrees to pay the compensation agreed upon on page 1 of the contract, plus reasonable attorney's fees, court and legal interests. In the event that any disputes arise while this agreement is in force, that results in litigation or arbitration, all reasonable attorney's fees and costs of the prevailing party will be paid by the losing party.

AGENT - Red 11 Music acts herein only as agent for PRODUCER/ARTIST and is not responsible for any act or omission on the part of either PRODUCER, ARTIST, or PURCHASER. In furtherance thereof and for the benefit of Red 11 Music, it is agreed that neither PURCHASER nor PRODUCER will name or join Red 11 Music as a party in any civil action or suite arising out of, in connection with, or related to any acts of commission or omission of PRODUCER, ARTIST, or PURCHASER.

Purchaser may not (and no one else is currently authorized to): film, record, photograph or stream performance. Any recording, filming, photography, streaming, or broadcast agreements must be negotiated directly with Red 11 Music. Approval can be withheld at Agency & Artists' sole discretion.

Purchaser : City of Ketchum

Artist : Micky and the Motorcars

Signatory : Neil Bradshaw

Signatory : Gary Braun

Signature : _____

Signature : Gary Braun