

CITY OF MANOR HOTEL OCCUPANCY TAX FUNDING APPLICATION

Name of Organization Friend of Manor Parks

Address: 105 E Eggleston Street

City, State, Zip: Manor, Texas 78653

Contact Name: Tim Schultz Phone Number: 512-992-6238

Email Address: friendsofmanorparcs@gmail.com Organization's creation date: 4/10/2019

Website address for event or sponsoring entity: https://friendsofmanorparcs.com/

Organization's tax status: non-profit private/for profit Tax ID # 83-4358489

Purpose of Organization:

Beautification of our City parks and community unity.

Name of event or program: ManorPalooza

Date of event or program: May 5th & 6th Amount Requested: \$18,750.00

Primary location of event or program: 111 S Lexington St. Manor, TX 78653

Tell us about your event or project:

A two day event where the community can enjoy live music, carnival rides, local food and witness a major league eating event!

Projected number of attendees: 7,500-10,000 over the 2 days

Percentage of attendees that will be staying overnight in hotels: 1%

How many years have you held this Event or Program: 3

Estimated number of hotel room nights that will be generated by the Event: 20

Do your promotional materials/website note area lodging facilities that can host participants: Yes

How will you measure the impact of your event on area hotel activity?

Red Roof Inn has a promo code to track.


How will the event promote tourism and the convention and hotel industry?

Ad's have been taken out in Texas Monthly, Tour Texas.com, Texas Highways, Austin Monthly and Manor Journal.

Supplemental information required with application:

- Last year's financial statement (Profit & Loss) for your organization
- List of board of directors with contact phone numbers
- Copy of 501(c) letter from Internal Revenue Service
- Identify other sources of funding Sponsorship

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Manor must be used as I have represented, in this application and according to any requirements set by the City of Manor City Council and according to the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Manor, said funds will be returned to the City of Manor within ten (10) days from the date the City of Manor demands such.


Authorized Signature for the Applicant

Timothy Schultz
Name Printed or Typed

7-10-2023
Date

Secretary
Title

TAX CODE – USE OF HOTEL OCCUPANCY TAX REVENUE

Friends of Manor Parks
Profit and Loss 2022

Financial Summary

	2022 Current Budget	Y-T-D- Actual as of 12/31/2022
<u>Revenue</u>		
Vendor Fees	\$ 2,500.00	\$ 2,500.00
Golf Tournament	\$ 15,000.00	\$ 12,836.00
Sponsorship	\$ 56,000.00	\$ 56,000.00
Revenue Total	\$ 73,500.00	\$ 71,336.00
<u>Expenditures</u>		
Advertising & Publication	\$ 15,000.00	\$ 15,000.00
City & County Fees	\$ 300.00	\$ 115.00
Transportation	\$ 5,000.00	\$ -
Musical Entertainment	\$ 25,000.00	\$ 25,000.00
Stage and lighting	\$ 2,600.00	\$ 2,600.00
Bathroom rental	\$ 5,000.00	\$ 5,000.00
Tent & Fencing rental	\$ 3,500.00	\$ 3,500.00
Expenditure Total	\$ 56,400.00	\$ 51,215.00
Total	\$ 17,100.00	\$ 20,121.00

Friends of Manor Parks- Board of Directors

Lydia Collins President 512-820-2888

Ryan Phipps Vice-President 512-745-1478

Tim Schultz Secretary 512-992-6238

Sean Donnelly Treasurer 512-270-4921

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

MAY 13 2019

Date:

FRIENDS OF MANOR PARKS
105 E EGGLESTON ST
MANOR, TX 78653-0000

Employer Identification Number:
83-4358489
DLN:
26053522002019
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
April 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
April 10, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

FRIENDS OF MANOR PARKS

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Bidi Bidi Banda
2023 Performance Contract

This Agreement, made on this date February 14, 2023 between The City of Manor (The “Operator”) and Bidi Bidi Banda (The “Band”) for a live Music Performance.

Performance Date: 5/6/2023

Event: Bidi Bidi Banda at Manorpalooza

Event Type: Public Event

Venue Location and Address: Manorpalooza

1. Payments. Operator agrees to provide a talent fee in the amount of \$2000 (Two Thousand Dollars). Payments shall be remitted to Stephanie Bergara.
2. PA and Sound Accoutrement will be provided by The Operator.
3. Force Majeure. In the event the show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government or weather restrictions, 50% of guarantee is due to the band, and the parties may negotiate a substitute performance on the same terms as the agreement save for the time of show, with no further deposit of fee due, in which case a new agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
4. Security, Health and Safety. Operator warrants the Venue will be of sufficient size to safely conduct a performance, that venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.
5. Indemnification. Operator indemnifies and holds Band harmless for any claims of property damage or bodily injuries caused by show attendees
6. Arbitration settles disputes. All claims or disputes by either party from or under this Agreement will be subject to arbitration at the expense of the individual parties
7. Severability. If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of agreement will remain in force.
8. Interpretation. Agreement will be interpreted according to laws of the home state. The below signed Band Representative warrants s/he has authority to sign this agreement for Band in its entirety.

The below signed Operator’s Representative warrants they have the authority to bind Operator and Venue (above).

Stephanie Bergara, Manager _____ Date: _____

Bidi Bidi Banda

14212 Jeannette Rankin Rd

Manor, TX 78653

_____ Date: _____

City of Manor Representative

Greg Williams Entertainment
1304 Oxford Ave
Austin, TX 78704
(512) 705-6541



Performance Contract #562023

THIS CONTRACT for services of the musical entertainers / performers described below made on this day 1/25/23 between the undersigned purchaser of musical entertainers / performers herein called Purchaser and the undersigned Artist(s) plus any accompanying personnel and independent contractors as described below herein call Artist. It is mutually agreed between the parties hereto as follows: The Purchaser engages the Artist and the Artist hereby agrees to perform the engagement hereinafter provided with all of the terms and conditions herein set forth including those entitled "Additional Terms and Conditions".

1. NAME OF ARTIST: Brodie Lane
 2. DATE OF ENGAGEMENT: Saturday, May 6th 2023
 3. NAME OF LOCATION: 111 S Lexington St, Manor, TX 78653
 4. LOCATION ADDRESS: 111 S Lexington St, Manor, TX 78653
 5. HOURS OF ENGAGEMENT: 7:30-10:30PM
 6. SOUND & LIGHTS PROVIDED BY: Purchaser
 7. TYPE OF EVENT: ManorPaloosa
 8. WAGE AGREED UPON: \$5,250.00 **
 9. OVERTIME RATE: n/a
- ** The wage agreed upon reflects a 3% "cash discount" assuming purchaser uses cash or check to pay both deposit and balance. Digital payments are accepted through PayPal, QuickPay, Zelle, Square Cash and ACH transfers but please contact us to confirm method of payment and updated amount.
- | | | | | |
|----------|-------------------|------------|------------------------------------|-------------------------------|
| DEPOSIT: | <u>\$2,625.00</u> | payable to | <u>Greg Williams Entertainment</u> | upon return of contract |
| BALANCE: | <u>\$2,625.00</u> | payable to | <u>Greg Williams Entertainment</u> | on or before performance date |

ADDITIONAL TERMS AND CONDITIONS

10. There are no restrictions, promises, warranties, covenants or understandings, other than those expressly set forth in this Agreement. This Agreement supersedes all prior agreements, negotiations and understandings, oral or written, between the parties with respect to such subject matter. Both parties to this contract hereby indemnify and hold each other harmless from any and all claims, liabilities, damages, demands, suits, costs, and reasonable attorneys fees arising from any action arising from an act of negligence or any act that is contrary to any of the representations made by either party in this agreement.
11. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond Artist's control. Provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof, in full, regardless of acts of God, fire, accident, riot, strike, or any event(s) of any kind of character whatsoever.
12. Purchaser shall provide hot meals and parking for all personnel at no cost to Artist.

Debbie Charbonneau

PURCHASER

Debbie Charbonneau % City of Manor, TX
dcharbonneau@manortx.gov
(512) 569-5483

AJ Vallejo
ARTIST

AJ Vallejo % SouthTown ATX
vallejo.aj@gmail.com
(512) 709-3690



Band Rider

512.576.7281
dsouldavismusic.com

Business Client: **Debbie Charbonneau**

Event Date: May 5th 2023

Set-up Time: 4:15p - 4:45p

Event Times : 5:30p - 7:30p

Event Location : Manor Art Park – 111 S. Lexington St., Manor, Tx. 78653

Stage Requirements : For the standard 4-5 piece unit the client is requesting, the stage will need to be at least 12x20 with uplighting if applicable.. The performance area must be safe, stable, and not exposed to the elements.

Music Repertoire : The music we play cover's the 70- 90's to the top music today. We incorporate 5-8 originals with the covers to make them relatable to the crowd.

Performance Time : Per the request of the client, we are willing to play the time allotted. **5:30p - 7:30p** with 1 official 20 minute break. A payment of **\$1500** will be the total amount due. Via Cash, Bank Deposit, or Cashier's Check to ensure a performance confirmation.

Dress / Attire : Business Casual attire

BackStage Requirements : A proper green room with snacks, will be needed for the band to change, eat, as well as store miscellaneous items. The area must be temperature controlled and lockable.

Hospitality : (If Applicable) 4 hot meals will be needed. Southern Comfort foods or Mediterranean requested. Sprite, Lemonade, Cherry Coca Cola and Hot Tea are preferred beverages.

Client Sign Here :

Artist Sign Here :

People's Choice

CONTRACT

THIS CONTRACT for the personal services of musicians on the performance described below, made this the 14th day of February, 2023 by and between the undersigned Purchaser of Music (hereinafter referred to as "Purchaser"), and a certain number of musicians totaling 5 (hereinafter referred to as "People's Choice").

The musicians are engaged severally on the terms and conditions of this agreement. Each musician may enforce this agreement on behalf of the musicians of "People's Choice".

NAME AND ADDRESS OF VENUE: 111 S Lexington St, Manor, TX 78653

DATE OF PERFORMANCE: Friday May 5, 2023

TIME OF PERFORMANCE (Beginning and End): 7:30pm - 9:30pm

TYPE OF ENGAGEMENT (Wedding, Dance, Banquet, etc.): ManorPalooza

TOTAL PRICE AND TERMS (IF ANY): **\$4,000.00 – 1,000.00 Deposit with the balance due on, or before, the date of performance.**

TERMS AND CONDITIONS

Stage Requirements: People's Choice requires the following as basic necessities for execution of the terms of this contract; a stage area with riser (24x12 feet preferred but not required): eight (8) feet of floor space on each side of the stage for P.A. system and light stands; electrical power totaling one hundred twenty (120) amps; an eight (8) foot space offstage and opposite of the dance floor from the stage (if applicable) for P.A. and lighting controls; a minimum setup time of two (2) hours, with access to the stage and power source(s) to be used during the show during that time. Unless otherwise specified, the two hour set up shall commence immediately prior to the beginning of the time of performance, as specified above. The stage area needs to be above 62F and dry. If outdoors, Purchaser to provide suitable performance area protected from inclement weather. Failure to provide all the above will result in a breach of this contract by Purchaser and the liquidated damages portion of this contract shall apply.

Payment Policy: Full payment of the total price is due as per the terms described above, but in no event later than the date of the performance. Purchaser and People's Choice hereby agree and stipulate that damages incurred by People's Choice due to the cancellation and/or other breach of contract by Purchaser are difficult to ascertain and therefore enter into this agreement for liquidated damages under the following guidelines: Cancellation or other breach **before 120 days** prior to the date of performance results in a loss of 10% of the total price for the performance. Cancellation or other breach **before 90 days** prior to the date of performance results in a loss of 25% of the total price for the performance. Cancellation or other breach **before 60 days** prior to the date of performance results in a loss of 50% of the total price for the performance. Cancellation or other breach **within 60 days** prior to the date of performance results in a loss of 100% of the total price for the performance. People's Choice may recover the reasonable costs, attorney's fees and other expenses involved in recovering any monies due pursuant to this contract, whether through collection, litigation, or other means.

Purchaser's Signature

Vince Batla

Purchaser's Name



Address, City, State, Zip

Vince Batla, as a representative of

People's Choice

ID# 74-2152034

P.O. Box 296

Granger, TX 76530

PH: (512)-595-2284

Email: vbatla@texchoice.net

Phone & Email Address

*Make your check, money order or cashier's check payable to: **Vince Batla**
Memo: "People's Choice" / Date

It's not unusual to have multiple inquires for a specific date.
Should this occur, the date will be awarded to the first party returning a signed contract.