



6707 S. Eisenman Rd, Suite 110, Boise, ID, 83719
208-344-3981 Office

PRODUCTION SERVICES AGREEMENT

Contract entered into as of the _____ day of _____, 2021 by and between **Amplified Production Group**, (hereinafter APG), and **City of Meridian** (hereinafter COM). The contract is for audio services supplied by APG.

RECITALS:

WHEREAS COM wishes to have comprehensive audio equipment, service, and consultation available for its Concerts on Broadway 2021 season; and WHEREAS APG is experienced in providing audio equipment and services for Live Event Concerts. NOW, THEREFORE, in consideration for the covenants and promises herein and for other good and valuable consideration the parties agree as follows:

- 1.0 **Services:** APG hereby agrees to provide comprehensive audio services to COM at each of three (3) concerts, on August 28, 2021, September 11, 2021, and September 25, 2021. COM agrees to use APG as its **exclusive** supplier of audio equipment rentals and services for the Concerts on Broadway 2021 season.

- 2.0 **Terms of the Contract:** . By July 30, 2021, Promoter shall provide City with: 1) a completed ACH Form, 2) a copy of a voided check, 3) a completed W-9 form, and 4) three (3) invoices in the amount of one thousand nine hundred fifty dollars (\$1,950.00) each for services to be provided on August 28, 2021, September 11, 2021, and September 25, 2021. So long as all documents are complete and received by July 30, 2021, City shall pay APG in full, via direct deposit, on the Wednesday prior to each concert (on August 25, 2021, September 8, 2021, and September 22, 2021). If such documents are received by July 30, 2021, following APG's provision of services at each concert in accordance with this Agreement, APG shall provide COM with an invoice for the amount of one thousand nine hundred fifty dollars (\$1,950.00) for services provided at each concert, which invoice COM shall pay within thirty (30) days of receipt thereof. Payment of all taxes and other assessments on such payment shall be the sole responsibility of APG.

- 2.1 COM may, in COM's sole discretion, cancel one or more concerts, for any reason, including, but not limited to, upon the order or advice of a governmental agency related to COVID-19 or other public health hazard. If City cancels one or more concerts:
 - 2.1.1.1 More than ten (10) days prior to the concert: This Agreement shall be void as to that concert, and APG shall not be entitled to payment or any other benefit hereunder.
 - 2.1.1.2 Within the ten (10) days preceding the concert: So long as APG is prepared to provide services set forth in this Agreement at the time, date, and place, and in accordance with the terms set forth herein, City shall pay APG in the amount set forth herein.

2.2 The price of \$1,950 per concert does not include any additional backline needs requested by the performers, or lighting equipment. These can be rented separately from APG.

3.0 **COM Obligations:**

3.1 **Concert Details:** COM agrees to provide: 1) Contact information with the booked performers and ample time to advance their audio needs 2) Power service of five 20amp circuits 3) 1 meal ticket for audio crew.

3.2 **Performance Space:** COM shall provide the performance space, which shall be an outdoor, open, public venue. APG shall be solely responsible for any and all measures necessary to protect equipment and persons from damage due to weather and other conditions that do or may exist.

4.0 **APG Obligations:**

4.1 **Equipment:** APG agrees to provide: 1) PA system and Digital Mixer for suitable audio coverage for the venue 2) Microphones, Stands and up to 6 Stage Monitors for Musicians 3) One wireless microphone for the event MC.

4.2 **Technician Labor:** APG agrees to provide qualified audio technicians to set-up, operate, and tear down equipment for each concert.

5.0 **Attorney Fees/Governing Law:** In any action at law or equity arising out of the contract, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs. COM's contract shall be construed and interpreted pursuant to the laws of the state of Idaho.

City of Meridian

Amplified Production Group

Authorized by:

Authorized by:

Printed name:

Marc T. Wollam

Title: _____ Date: _____

Title: _____ Date: _____