



**MAIN STREET ADVISORY BOARD MEETING
Called Meeting
Gonzales Municipal Building
820 St. Joseph Street, Gonzales, Texas
Tuesday, January 7, 2020– 5:30 p.m.**

AGENDA

CALL TO ORDER AND CERTIFICATION OF QUORUM

WELCOME NEW BOARD MEMBERS

PUBLIC COMMENTS

The public comments section of the meeting is for citizens to address the advisory board as a whole

ITEMS TO BE CONSIDERED

1. Discuss, Consider, and Possible Action regarding approval of stage proposal.
2. Discuss, Consider, and Possible Action regarding election of officers.

REPORTS

1. Bands for Main Street Concert Series.
2. Winterfest Activities; Window Decorating Contest, Santa's Market and Christmas Parade.

AJOURN

I certify that a copy of the January 7, 2020 agenda of items to be considered by the Gonzales Main Street Advisory Board was posted on the City Municipal Building bulletin board on the 3rd day of January 2020 at _____ a.m./p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. I further certify that the above agenda was removed on _____ day of _____, 2019 at _____ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer, and Gonzales Cannon. The Mayor and/or City Council have been invited to attend and/or participate in the following event. Although a quorum of the members of the City Council may or may not be available to attend this event, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. It is the opinion of the City Attorney's office that this meeting is being held and conducted in accordance with Chapter 551 of the Texas Government Code.

Kristina Vega, City Secretary

The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (830)672-2815 for further information.

PORTABLE STAGE

GONZALES, TX

FOR REVIEW

INDEX:

COVER
A1: ELEVATION AT FRONT
A2: ELEVATION AT END
A3: FRAMING AT BASE

FINISH SCHEDULE:

1. METAL PLATE FLOORING COATED IN SLIP RESISTANT HERCULINER PAINT- BLACK
2. SHEET METAL COLOR- TBD

CONSTRUCTION METHODS

1. COLUMNS ARE 4"x4"x1/4" SQUARE TUBING
2. METAL FRAMING IS 2"x2"x1/8" SQUARE TUBING
3. 36" RAILING (2"x2"x1/8" SQUARE TUBING) WITH KICKPLATE
4. R PANEL ROOF
5. JACK AT EACH OF THE FOUR CORNERS FOR LEVELING
6. 12" BROW OF SHEETMETAL ON ENDS AND REAR
7. FOLDOUT STAGE HAS REMOVABLE LEGS
8. HINGED BANNER HOLDERS MADE OF 2"x2"x1/8" SQUARE TUBING AND FOLDS BACK FOR TRANSPORTATION
9. METAL PLATE STAGE FLOOR

REVISION NOTES:

FOR REVIEW

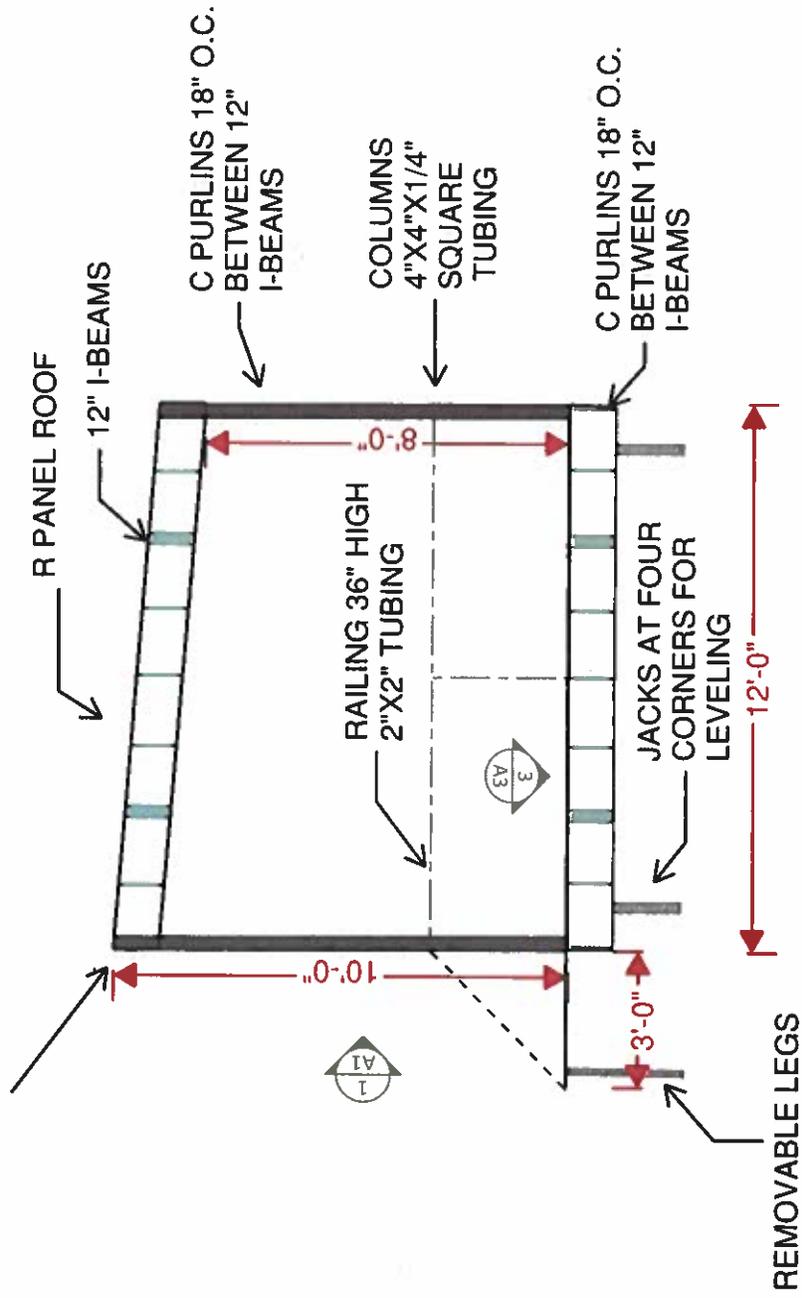
MARK METZLER
GONZALES, TX

Drawn By: **SKM**
Checked By: **SKM**
Project No:

PORTABLE STAGE
GONZALES, TX

COVER

12" BROW OF SHEETMETAL ON ENDS AND REAR COLOR: TBD



REVISION NOTES:

FOR REVIEW

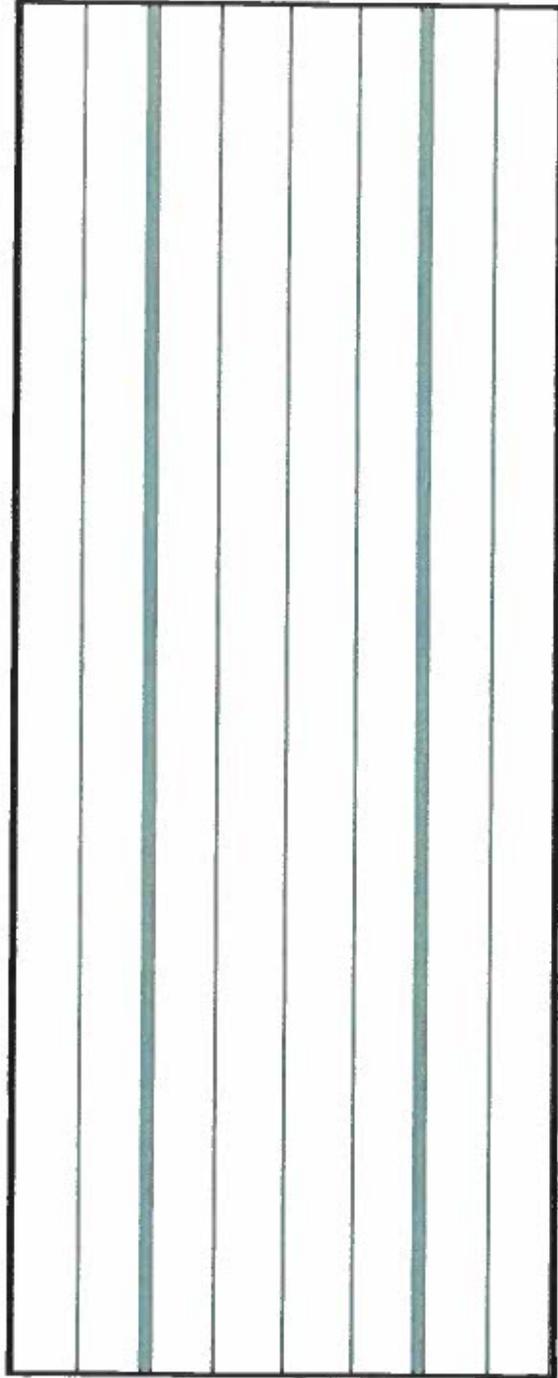
MARK METZLER
GONZALES, TX

Date: 12/21/19
Revision No: 1
Drawn By: SAA
Checked By: JMI
Project No:

PORTABLE STAGE
GONZALES, TX

A2

12" I-BEAMS



PURLINS 18" O.C.
ETWEEN 12"
BEAMS

REVISION NOTES:

FOR REVIEW

Date: 12/01/19
Revision No: 1
Drawn By: SAM
Checked by: MM
Project No:

MARK METZLER
GONZALES, TX

PORTABLE STAGE
GONZALES, TX

A3

CITY OF GONZALES



COME AND TAKE IT

ENTERTAINMENT / ARTIST CONTRACT

This agreement, made this Date: December 10, 2019 between the City of Gonzales, Texas, Gonzales Main Street, Inc. (hereinafter collectively referred to as "City")

and: Jade Marie Patek hereinafter referred to as "Artist(s)". (Name of Artist, Company and/or Agent)

WITNESSETH, that the City contracts for the services of Artist(s) as (an) independent contractor(s), not as (an) employee(s), on the terms and conditions set forth below. Artist(s) and Agent agree to render to the City services as follows:

Name of Artist, Entertainer, Show, Event: Jade Marie Patek

Date(s) of Event: June 5, 2020

Location of event: Gonzales, Texas - Confederate Square

Type of Show/Event: Summer Concert Series

Hours of Performance: 7 pm to 10 pm

Special Provisions/Requests: water to be provided - no alcohol provided

Compensation:

\$ _____ to be paid at booking.

\$ 1,000.00 to be paid at completion of performance on day of show.

Payment Agreement:

Check(s) to be issued to: Check One: Agent _____ Artist Company: _____

Name: Jade Marie Patek

Address: 244 Goliad Dr. New Braunfels, TX 78130

Phone Contact(s): 361-401-0714

Email: jade @ jade mariemusic.com

Social Security number or Federal ID Number: 635-16-9958
(For example SSN #123-45-6789 or FIN #12-34567890)

1. The City contracts for the services of Artist(s) as (an) independent contractor(s) and not as (an) employee(s). Artist(s) shall provide a sufficient quantity of capable performer(s). The City shall make payment to Artist/company who is responsible for compensating performer(s) acquired as agreed between Artist/Agent and the performer(s). The performer(s) are self-employed or employees of Artist/company who will have the duty of and will be responsible for complying with Federal, State and Internal Revenue Service laws and regulations pertaining to the withholding of taxes and social security, and for complying with any union or Federation rules pertaining to deduction for dues and any health or welfare fund, and any other union or Federation deduction or payment, and Artist(s) will hold City of Gonzales harmless and indemnify it for any claims therefrom.
2. Artist(s) will be allowed reasonable access to the facility used for the engagement before and after the engagement for the purpose of assembling and removing equipment. Artist(s) will arrive at engagement at timeframe designated above. Agent will be allowed access for consultation with Artist(s) at any time. Artist(s) may not be accompanied by guest(s). Requests for complimentary tickets for artist's guests should be submitted to the City for approval in advance of the performance, if applicable.
3. It is mutually agreed that neither party shall be responsible for any provision in this contract when prevented from complying with a contractual provision due to any Act of God or any other legitimate condition beyond the control of the appropriate party.
4. The City shall provide such security in the form of routine police patrol and presence as it deems reasonably necessary incidental to the performance, and in the event Artist(s) have their own security, Artist(s) shall inform and identify to City, their security personnel at least 24 hours prior to the commencement of the performance and said security shall comply with all federal, state and local laws, ordinances and regulations while on the premises of the City.
5. Artist(s) shall reimburse, indemnify and hold harmless the City for all loss to the City resulting from the negligence of Artist(s) in the performance of this contract. In further consideration, Artist hereby agrees to assume all liability, jointly and severally, for any injuries or damages that may be performance related, or that Artist or its employees, contractors or performers may cause to any persons or property during Artist's use of and visit to Gonzales campus while Artist is engaged in the activities described hereinabove. In addition, Artist agrees to provide to the City a certificate of insurance showing proof of current General Liability, Automobile Liability and, if applicable, Workers Compensation coverage as required by State statute, and agrees to name City, Inc. as an additional insured in respect to liability and the Artist's activities/event described hereinabove. The City shall not be liable for any damages or injuries of the Artist(s), their performers, contractors or their equipment, while on the City's premises, and Artist hereby releases City, its City Council, Officers, Staff, Employees, Representatives and Agents from all form and manner of risks inherent or relating to such activities, and agrees to waive all claims and demands of any nature arising from said visit, performance or related activities, except for those losses or claims arising from the sole or willful negligence of the City.
6. The validity, interpretation and effort of this contract and any Addendum attached thereto shall be governed by the laws of the State of Texas. The laws of the State of Texas shall govern

all rights, obligations, remedies and liabilities arising pursuant to this contract and any rider(s) attached thereto. Venue for any legal action relating to this contract shall be Gonzales County, Texas.

7. Only those items or services specifically delineated in this contract and any rider(s) attached hereto are being provided or paid for by the City. No additional costs for items or services will be borne by the City without its prior expressed written consent.
8. Artist(s) shall be solely responsible for the payment of any and all royalty fees payable as a result of the performance of any copyrighted music or matters performed pursuant to the copyright laws of the United States or any other country and will hold City harmless and indemnify City from any claims therefrom.
9. The City agrees to exercise reasonable care to prevent the recordation, reproduction or transmission of the performance of Artist(s), in any manner or means whatsoever, in the absence of a specific written agreement with Artist(s) to the contrary. Any agreement to permit recordation, reproduction, or transmission of this performance must be in writing and attached to this agreement as a rider in order to be binding upon the parties of this agreement.
10. Any person/entity executing this contract, other than Artist(s), expressly warrants that he/it is authorized to execute this contract for Artist(s) for this engagement at the time and place specified in this contract.
11. This contract shall not be binding upon the City until fully executed, including signing and initialing of any changes by the parties hereto, or their authorized representatives, and delivered to the City at least 7 days prior to the date of performance.
12. The City representatives signing this agreement certify that they sign as properly authorized representatives of the City and do not assume any personal liability for meeting the terms of this contract.
13. The City may modify this contract provided written notice is given to Artist(s). Both parties must initial all additions and deletions to this contract in order to be valid. This contract and any addendums attached thereto represents a complete and final expression of the parties' agreement. The parties will therefore be responsible only for those items expressed in this contract and any addendums attached thereto, irrespective of any additional or contrary oral or written statements or representations.
14. City of Gonzales is an Equal Opportunity employer that does not discriminate on the basis of race, color, sex, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to employees and citizens of the City. It does not discriminate on the basis of race, age, color, sex, sexual orientation, national and ethnic origin or handicap in administration of its policies, programs, and other activities.
15. If Artist(s) fail(s) to fulfill its obligations under this agreement properly and on time, or otherwise violates any provision of this agreement, the City may terminate the agreement by written notice to Artist(s) without any obligation on the part of the City. Artist(s) shall remain liable after the termination for any damages caused by Artist(s) breach. The notice shall specify the acts or omissions relied on as cause for termination. The City shall pay Artist(s) fair and equitable compensation for satisfactory performance rendered to the City prior to the receipt of the notice

of termination by Artist(s), less the amount of damages arising from the breach of contract by Artist(s). In the event that the City's damages exceed the compensation payable to Artist(s), Artist(s) shall remain liable after termination and the City may affirmatively collect damages.

16. It is mutually agreed that any attached contract, or any addendums thereto, by and between the City and Artist(s) pertaining to this engagement is supplemental and subordinate to this City of Gonzales Entertainment Contract. The terms and conditions of this City of Gonzales Entertainment Contract and the rights, privileges, duties, and obligations arising pursuant thereto shall at all times and in all events and situations be controlling and prevailing.

17. In the event that Artist(s) desire(s) to have souvenir concession rights at the performance, those rights shall be subject to approval by the City, and controlled by all applicable City rules and regulations and such other requirements as the City may invoke. Artist(s) will be responsible for State sales tax and any vendor's fees, etc. required by law. The City shall not be held responsible for the security or storage of Artist(s) souvenir concession goods or items and Artist shall hold harmless the City and its staff, students or volunteers who might assist the Artist(s) with their souvenir concession activities.

18. The Artist(s) and performers acknowledge that each of them has received a copy of an executed copy of this contract and will be sensitive to the commonly accepted local standards of civility and conduct incidental to their performances.

19. In the event any of the provisions of this agreement are rendered to be invalid, illegal or unenforceable for any reason, the remainder of this agreement shall remain in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereby agree and accept the foregoing terms and provisions of this Agreement and each of the parties have authorized their official representatives to execute on the date as shown herein.



City Manager
City of Gonzales

Dated: 12-18-19



Representative
Artist

Dated: 12/17/19

CITY OF GONZALES



COME AND TAKE IT

ENTERTAINMENT / ARTIST CONTRACT

This agreement, made this Date: November 27, 2019 between the City of Gonzales, Texas, Gonzales Main Street, Inc. (hereinafter collectively referred to as "City")

and: The Art Tigerina Band hereinafter referred to as "Artist(s)". (Name of Artist, Company and/or Agent)

WITNESSETH, that the City contracts for the services of Artist(s) as (an) independent contractor(s), not as (an) employee(s), on the terms and conditions set forth below. Artist(s) and Agent agree to render to the City services as follows:

Name of Artist, Entertainer, Show, Event: The Art Tigerina Band

Date(s) of Event: June 19, 2020

Location of event: Gonzales, Texas - Confederate Square

Type of Show/Event: Summer Concert Series

Hours of Performance: 7 pm to 10 pm

Special Provisions/Requests: water to be provided-no alcohol provided

Compensation:

\$ 500.00 to be paid at booking.

\$ 2,500.00 to be paid at completion of performance on day of show.

Payment Agreement:

Check(s) to be issued to: Check One: Agent _____ Artist Company: _____

Name: ARTHUR TIGERINA

Address: 154 BROOKSTON DR. BUDA, TX 78610

Phone Contact(s): CHRIS TIGERINA @ 8007879738

Email: tigerinaentertainment@gmail.com

Social Security number or Federal ID Number: 464-51-1992
(For example SSN #123-45-6789 or FIN #12-34567890)

1. The City contracts for the services of Artist(s) as (an) independent contractor(s) and not as (an) employee(s). Artist(s) shall provide a sufficient quantity of capable performer(s). The City shall make payment to Artist/company who is responsible for compensating performer(s) acquired as agreed between Artist/Agent and the performer(s). The performer(s) are self-employed or employees of Artist/company who will have the duty of and will be responsible for complying with Federal, State and Internal Revenue Service laws and regulations pertaining to the withholding of taxes and social security, and for complying with any union or Federation rules pertaining to deduction for dues and any health or welfare fund, and any other union or Federation deduction or payment, and Artist(s) will hold City of Gonzales harmless and indemnify it for any claims therefrom.
2. Artist(s) will be allowed reasonable access to the facility used for the engagement before and after the engagement for the purpose of assembling and removing equipment. Artist(s) will arrive at engagement at timeframe designated above. Agent will be allowed access for consultation with Artist(s) at any time. Artist(s) may not be accompanied by guest(s). Requests for complimentary tickets for artist's guests should be submitted to the City for approval in advance of the performance, if applicable.
3. It is mutually agreed that neither party shall be responsible for any provision in this contract when prevented from complying with a contractual provision due to any Act of God or any other legitimate condition beyond the control of the appropriate party.
4. The City shall provide such security in the form of routine police patrol and presence as it deems reasonably necessary incidental to the performance, and in the event Artist(s) have their own security, Artist(s) shall inform and identify to City, their security personnel at least 24 hours prior to the commencement of the performance and said security shall comply with all federal, state and local laws, ordinances and regulations while on the premises of the City.
5. Artist(s) shall reimburse, indemnify and hold harmless the City for all loss to the City resulting from the negligence of Artist(s) in the performance of this contract. In further consideration, Artist hereby agrees to assume all liability, jointly and severally, for any injuries or damages that may be performance related, or that Artist or its employees, contractors or performers may cause to any persons or property during Artist's use of and visit to Gonzales campus while Artist is engaged in the activities described hereinabove. In addition, Artist agrees to provide to the City a certificate of insurance showing proof of current General Liability, Automobile Liability and, if applicable, Workers Compensation coverage as required by State statute, and agrees to name City, Inc. as an additional insured in respect to liability and the Artist's activities/event described hereinabove. The City shall not be liable for any damages or injuries of the Artist(s), their performers, contractors or their equipment, while on the City's premises, and Artist hereby releases City, its City Council, Officers, Staff, Employees, Representatives and Agents from all form and manner of risks inherent or relating to such activities, and agrees to waive all claims and demands of any nature arising from said visit, performance or related activities, except for those losses or claims arising from the sole or willful negligence of the City.
6. The validity, interpretation and effort of this contract and any Addendum attached thereto shall be governed by the laws of the State of Texas. The laws of the State of Texas shall

govern all rights, obligations, remedies and liabilities arising pursuant to this contract and any rider(s) attached thereto. Venue for any legal action relating to this contract shall be Gonzales County, Texas.

7. Only those items or services specifically delineated in this contract and any rider(s) attached hereto are being provided or paid for by the City. No additional costs for items or services will be borne by the City without its prior expressed written consent.

8. Artist(s) shall be solely responsible for the payment of any and all royalty fees payable as a result of the performance of any copyrighted music or matters performed pursuant to the copyright laws of the United States or any other country and will hold City harmless and indemnify City from any claims therefrom.

9. The City agrees to exercise reasonable care to prevent the recordation, reproduction or transmission of the performance of Artist(s), in any manner or means whatsoever, in the absence of a specific written agreement with Artist(s) to the contrary. Any agreement to permit recordation, reproduction, or transmission of this performance must be in writing and attached to this agreement as a rider in order to be binding upon the parties of this agreement.

10. Any person/entity executing this contract, other than Artist(s), expressly warrants that he/it is authorized to execute this contract for Artist(s) for this engagement at the time and place specified in this contract.

11. This contract shall not be binding upon the City until fully executed, including signing and initialing of any changes by the parties hereto, or their authorized representatives, and delivered to the City at least 7 days prior to the date of performance.

12. The City representatives signing this agreement certify that they sign as properly authorized representatives of the City and do not assume any personal liability for meeting the terms of this contract.

13. The City may modify this contract provided written notice is given to Artist(s). Both parties must initial all additions and deletions to this contract in order to be valid. This contract and any addendums attached thereto represents a complete and final expression of the parties' agreement. The parties will therefore be responsible only for those items expressed in this contract and any addendums attached thereto, irrespective of any additional or contrary oral or written statements or representations.

14. City of Gonzales is an Equal Opportunity employer that does not discriminate on the basis of race, color, sex, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to employees and citizens of the City. It does not discriminate on the basis of race, age, color, sex, sexual orientation, national and ethnic origin or handicap in administration of its policies, programs, and other activities.

15. If Artist(s) fail(s) to fulfill its obligations under this agreement properly and on time, or otherwise violates any provision of this agreement, the City may terminate the agreement by written notice to Artist(s) without any obligation on the part of the City. Artist(s) shall remain liable after the termination for any damages caused by Artist(s) breach. The notice shall specify the acts or omissions relied on as cause for termination. The City shall pay Artist(s) fair and equitable compensation for satisfactory performance rendered to the City prior to the

receipt of the notice of termination by Artist(s), less the amount of damages arising from the breach of contract by Artist(s). In the event that the City's damages exceed the compensation payable to Artist(s), Artist(s) shall remain liable after termination and the City may affirmatively collect damages.

16. It is mutually agreed that any attached contract, or any addendums thereto, by and between the City and Artist(s) pertaining to this engagement is supplemental and subordinate to this City of Gonzales Entertainment Contract. The terms and conditions of this City of Gonzales Entertainment Contract and the rights, privileges, duties, and obligations arising pursuant thereto shall at all times and in all events and situations be controlling and prevailing.

17. In the event that Artist(s) desire(s) to have souvenir concession rights at the performance, those rights shall be subject to approval by the City, and controlled by all applicable City rules and regulations and such other requirements as the City may invoke. Artist(s) will be responsible for State sales tax and any vendor's fees, etc. required by law. The City shall not be held responsible for the security or storage of Artist(s) souvenir concession goods or items and Artist shall hold harmless the City and its staff, students or volunteers who might assist the Artist(s) with their souvenir concession activities.

18. The Artist(s) and performers acknowledge that each of them has received a copy of an executed copy of this contract and will be sensitive to the commonly accepted local standards of civility and conduct incidental to their performances.

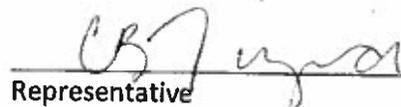
19. In the event any of the provisions of this agreement are rendered to be invalid, illegal or unenforceable for any reason, the remainder of this agreement shall remain in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereby agree and accept the foregoing terms and provisions of this Agreement and each of the parties have authorized their official representatives to execute on the date as shown herein.



City Manager
City of Gonzales

Dated: 12-10-19



Representative
Artist

Dated: 12/9/19

CITY OF GONZALES



COME AND TAKE IT

ENTERTAINMENT / ARTIST CONTRACT

This agreement, made this Date: December 13, 2019 between the City of Gonzales, Texas, Gonzales Main Street, Inc. (hereinafter collectively referred to as "City")

and: **Ty Dillon** hereinafter referred to as "Artist(s)". (Name of Artist, Company and/or Agent)

WITNESSETH, that the City contracts for the services of Artist(s) as (an) independent contractor(s), not as (an) employee(s), on the terms and conditions set forth below. Artist(s) and Agent agree to render to the City services as follows:

Name of Artist, Entertainer, Show, Event: Ty Dillon

Date(s) of Event: June 26, 2020

Location of event: Gonzales, Texas - Confederate Square

Type of Show/Event: Summer Concert Series

Hours of Performance: 7 pm - 10 pm

Special Provisions/Requests: water to be provided -no alcohol provided

Compensation:

\$500.00 to be paid at booking.

\$3,000.00 to be paid at completion of performance on day of show.

Payment Agreement:

Check(s) to be issued to: **Check One:** Agent _____ Artist Company: _____

Name: Robert Tyler Dillon

Address: 3411 Softrain San Antonio, Texas 78259

Phone Contact(s): 830-237-3406

Email: ty@tydillonmusic.com

Social Security number or Federal ID Number: 641-38-7902
(For example SSN #123-45-6789 or FIN #12-34567890)

1. The City contracts for the services of Artist(s) as (an) independent contractor(s) and not as (an) employee(s). Artist(s) shall provide a sufficient quantity of capable performer(s). The City shall make payment to Artist/company who is responsible for compensating performer(s) acquired as agreed between Artist/Agent and the performer(s). The performer(s) are self-employed or employees of Artist/company who will have the duty of and will be responsible for complying with Federal, State and Internal Revenue Service laws and regulations pertaining to the withholding of taxes and social security, and for complying with any union or Federation rules pertaining to deduction for dues and any health or welfare fund, and any other union or Federation deduction or payment, and Artist(s) will hold City of Gonzales harmless and indemnify it for any claims therefrom.
2. Artist(s) will be allowed reasonable access to the facility used for the engagement before and after the engagement for the purpose of assembling and removing equipment. Artist(s) will arrive at engagement at timeframe designated above. Agent will be allowed access for consultation with Artist(s) at any time. Artist(s) may not be accompanied by guest(s). Requests for complimentary tickets for artist's guests should be submitted to the City for approval in advance of the performance, if applicable.
3. It is mutually agreed that neither party shall be responsible for any provision in this contract when prevented from complying with a contractual provision due to any Act of God or any other legitimate condition beyond the control of the appropriate party.
4. The City shall provide such security in the form of routine police patrol and presence as it deems reasonably necessary incidental to the performance, and in the event Artist(s) have their own security, Artist(s) shall inform and identify to City, their security personnel at least 24 hours prior to the commencement of the performance and said security shall comply with all federal, state and local laws, ordinances and regulations while on the premises of the City.
5. Artist(s) shall reimburse, indemnify and hold harmless the City for all loss to the City resulting from the negligence of Artist(s) in the performance of this contract. In further consideration, Artist hereby agrees to assume all liability, jointly and severally, for any injuries or damages that may be performance related, or that Artist or its employees, contractors or performers may cause to any persons or property during Artist's use of and visit to Gonzales campus while Artist is engaged in the activities described hereinabove. In addition, Artist agrees to provide to the City a certificate of insurance showing proof of current General Liability, Automobile Liability and, if applicable, Workers Compensation coverage as required by State statute, and agrees to name City, Inc. as an additional insured in respect to liability and the Artist's activities/event described hereinabove. The City shall not be liable for any damages or injuries of the Artist(s), their performers, contractors or their equipment, while on the City's premises, and Artist hereby releases City, its City Council, Officers, Staff, Employees, Representatives and Agents from all form and manner of risks inherent or relating to such activities, and agrees to waive all claims and demands of any nature arising from said visit, performance or related activities, except for those losses or claims arising from the sole or willful negligence of the City.
6. The validity, interpretation and effort of this contract and any Addendum attached thereto shall be governed by the laws of the State of Texas. The laws of the State of Texas shall govern

all rights, obligations, remedies and liabilities arising pursuant to this contract and any rider(s) attached thereto. Venue for any legal action relating to this contract shall be Gonzales County, Texas.

7. Only those items or services specifically delineated in this contract and any rider(s) attached hereto are being provided or paid for by the City. No additional costs for items or services will be borne by the City without its prior expressed written consent.

8. Artist(s) shall be solely responsible for the payment of any and all royalty fees payable as a result of the performance of any copyrighted music or matters performed pursuant to the copyright laws of the United States or any other country and will hold City harmless and indemnify City from any claims therefrom.

9. The City agrees to exercise reasonable care to prevent the recordation, reproduction or transmission of the performance of Artist(s), in any manner or means whatsoever, in the absence of a specific written agreement with Artist(s) to the contrary. Any agreement to permit recordation, reproduction, or transmission of this performance must be in writing and attached to this agreement as a rider in order to be binding upon the parties of this agreement.

10. Any person/entity executing this contract, other than Artist(s), expressly warrants that he/it is authorized to execute this contract for Artist(s) for this engagement at the time and place specified in this contract.

11. This contract shall not be binding upon the City until fully executed, including signing and initialing of any changes by the parties hereto, or their authorized representatives, and delivered to the City at least 7 days prior to the date of performance.

12. The City representatives signing this agreement certify that they sign as properly authorized representatives of the City and do not assume any personal liability for meeting the terms of this contract.

13. The City may modify this contract provided written notice is given to Artist(s). Both parties must initial all additions and deletions to this contract in order to be valid. This contract and any addendums attached thereto represents a complete and final expression of the parties' agreement. The parties will therefore be responsible only for those items expressed in this contract and any addendums attached thereto, irrespective of any additional or contrary oral or written statements or representations.

14. City of Gonzales is an Equal Opportunity employer that does not discriminate on the basis of race, color, sex, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to employees and citizens of the City. It does not discriminate on the basis of race, age, color, sex, sexual orientation, national and ethnic origin or handicap in administration of its policies, programs, and other activities.

15. If Artist(s) fail(s) to fulfill its obligations under this agreement properly and on time, or otherwise violates any provision of this agreement, the City may terminate the agreement by written notice to Artist(s) without any obligation on the part of the City. Artist(s) shall remain liable after the termination for any damages caused by Artist(s) breach. The notice shall specify the acts or omissions relied on as cause for termination. The City shall pay Artist(s) fair and equitable compensation for satisfactory performance rendered to the City prior to the receipt of the notice

of termination by Artist(s), less the amount of damages arising from the breach of contract by Artist(s). In the event that the City's damages exceed the compensation payable to Artist(s), Artist(s) shall remain liable after termination and the City may affirmatively collect damages.

16. It is mutually agreed that any attached contract, or any addendums thereto, by and between the City and Artist(s) pertaining to this engagement is supplemental and subordinate to this City of Gonzales Entertainment Contract. The terms and conditions of this City of Gonzales Entertainment Contract and the rights, privileges, duties, and obligations arising pursuant thereto shall at all times and in all events and situations be controlling and prevailing.

17. In the event that Artist(s) desire(s) to have souvenir concession rights at the performance, those rights shall be subject to approval by the City, and controlled by all applicable City rules and regulations and such other requirements as the City may invoke. Artist(s) will be responsible for State sales tax and any vendor's fees, etc. required by law. The City shall not be held responsible for the security or storage of Artist(s) souvenir concession goods or items and Artist shall hold harmless the City and its staff, students or volunteers who might assist the Artist(s) with their souvenir concession activities.

18. The Artist(s) and performers acknowledge that each of them has received a copy of an executed copy of this contract and will be sensitive to the commonly accepted local standards of civility and conduct incidental to their performances.

19. In the event any of the provisions of this agreement are rendered to be invalid, illegal or unenforceable for any reason, the remainder of this agreement shall remain in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereby agree and accept the foregoing terms and provisions of this Agreement and each of the parties have authorized their official representatives to execute on the date as shown herein.



City Manager
City of Gonzales

Dated: 1-3-20



Representative
Artist

Dated: 12/21/2019

**Winterfest 2019
Financial Report**

Income

Santa's Market	1,530.00
Winterfest/Snow, Carsouel, Swing receipt	440.00
Donations-Snow, Carsouel, Swing	<u>5,070.00</u>
Silent Auction	531.00
Total Income	\$7,571.00

Expenses

Mireles Party Ice - Deposit	4,100.00
Snow Globe	400.00
Petty Cash - change reimbursed with the Winterfest income	100.00
Gegory Webb - Reimbursement for supplies	16.92
Banners on the cheap	56.29
Sweet B's - Gifts for Window Decorating Contest Judges	38.79
Walmart - Candy Canes	14.00
Egon Barthels - MC	100.00
Personal Impressions - Sign for GVEC	28.80
Spaces Sublime - Window Decorating Contest 1st place	250.00
Stacy's K9 Kutz Window Decorating Contest - 2nd place	150.00
BZ's Country Petals - Window Decorating Contest - 3rd place	100.00
Post Master - Postage to mail Parade awards to out of town winners	15.20
Gift Certificate to Kenny Hyden for being Santa	25.00
Total Expenses	\$5,395.00
 Profit/loss	 \$2,176.00