

Entertainment Contract

Banda Maguey

RIDER ATTACHED HERETO HERBY MADE A PART OF THIS CONTRACT

Agreement made **March 24, 2023** between **Manuel Palomino, FM Entertainment (PRODUCER)** for the entertainment services of **Banda Maguey** (hereinafter referred to as "ARTIST") and **Diana Sinner, Canyon County Fair (PURCHASER)**.

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described upon all the terms and conditions herein set forth, including those on the reverse side hereof entitled "Additional Terms and Conditions."

1. Place of Engagement: **Canyon County Fairgrounds
Caldwell, ID
208-614-5067**

Capacity: 8000
Scaling: Included with fair admission of \$7.00 for adults \$5.00 youth and seniors
2. Date of Engagement: **Sunday, July 30, 2023**

A. One performance of 75 – 90 minutes in length
B. Doors: 7:00 p.m.
C. Show: 8:00 p.m.
C. Opener: TBD or Local talent. Artist approval not required
3. BILLING: (in all forms of advertising)
ARTIST SHALL RECEIVE HEADLINING BILLING
4. FULL PRICE AGREED UPON, RAIN OR SHINE
\$20,000.00 Twenty-thousand and no/100 Payable to
A marketing plan for the concert shall be provided in writing 60 days prior to the event.
Artist will meet and take photographs with fans, 30 minutes post performance TBD Covid-19 mitigation and artist comfort level with close interaction
Purchaser to provide and pay for sound, lights, labor and backline
Accommodations as required by artist at local hotel of Holiday Inn or comparable, day of show
One hot meal to be consumed on site as provided by event catering for artist and crew
Hot and cold beverages to be provided with light lunch, subject to advance.
Alcohol is not provided
Internal ground of 2, 15 passenger vans
Merchandising: 75/25 ARTIST SELLS, 90/10 MEDIA. Photos with fans are deductible merchandise. Venue to provide 2, 8 foot tables, space near stage or performance area.
RADIUS PROTECT OF 100 MILES FROM AGREEMENT DATE TO 30 DAYS POST EVENT

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By: _____
Diana Sinner for the Canyon County Fair

**P.O. Box 1629
Caldwell, ID 83606**

by: _____
**Manuel Palomino,
FM Entertainment Artist Management and Bookings
4657 Rockingham Loop
Jurupa Valley, CA 92509**

23.079

5. PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deductions whatsoever. PURCHASER will advise PRODUCER, or PRODUCER'S agent promptly upon request of the admissions prices for the entertainment presentation.
6. PURCHASER agrees to furnish and pay for at its own expense (a) on the date and at the time of the performance. Above mentioned all that is necessary for the proper presentation of the entertainment presentation including without limitation a suitable theatre, hall or auditorium, well heated, ventilated, lighted, clean and in good order, stage curtains, and public address system in perfect working condition including microphone(s) in number and quality required by PRODUCER, dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers appropriate and sufficient advertising in the principal newspapers, b) all music royalties in connection with PRODUCER'S use of music and in addition, the costs of any musicians (including CONTRACTOR) other than those furnished by PRODUCER as a part of PRODUCER'S regular company, all amusement taxes, (d) if PRODUCER so requires, all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals, and (e) all other items and personnel (including but not limited to any and all personnel, including musicians as may be required buy any national or local union(s) required for the proper presentation hereunder, and any rehearsals therefore except for those items and personnel which PRODUCER herein specifically agrees to furnish. PRODUCER shall have the right to name the local music contract and to approve the musicians hired locally.
7. In the event of sickness or accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of PRODUCER, it is understood and agreed that there shall be no claim for damages by PURCHASER and PRODUCER'S obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in the paragraph, if ARTIST is ready willing and able to perform, PURCHASER shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to PRODUCER hereunder, shall be returned on a pro-rated basis.
8. Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made withstanding. If PURCHASER and PRODUCER disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, PRODUCER'S determination as to performance shall prevail.
9. The entertainment presentation to be furnished by PRODUCER hereunder shall receive billing in such order form, prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER. ARTIST'S name or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising with PRODUCER'S prior written consent.
10. PURCHASER shall not itself, nor shall it permit others to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.
11. PURCHASER agrees that PRODUCER may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least sixty (60) days prior to the commencement date of the engagement hereunder. PRODUCER shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this contract within 10 days.
12. PRODUCER shall have exclusive control over the production, presentation and performance of the engagement hereunder, including but not limited to, the details, means and methods employed in fulfilling each obligation of PRODUCER hereunder in all respects. PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTISTS(s) specifically named here in.
13. ~~PURCHASER agrees that no stage seats are to be sold or promised as a part of any radio promotion nor additional ticket purchase.~~
14. It is agreed that PRODUCER signs this contract as an independent contractor and not an employee. This contract shall not be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make PRODUCER liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof or otherwise.
15. Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER TO PURCHASER HEREUNDER. If there is any conflict between any provision of this agreement and any law, rule or regulation such law, rule or regulation shall prevail and this agreement shall be curtailed modified or limited only to the extent necessary to eliminate such conflict. PURCHASER agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER.
16. In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.
17. PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the ARTIST and/or PRODUCER.
18. This contract (a) cannot be assigned or transferred without the written consent of PRODUCER, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of California, regardless of the place of performance. The person executing this agreement on purchaser's behalf, hereby personally assumes liability for the payment of said price in full.

HOSPITALITY RIDER TO **BANDA MAGUEY**
EVENT: **Canyon County Fair**
Sunday, July 30, 2023

Travel: local internal ground of two, 15 passenger vans

Accommodations: local hotel as required by artist
9 doubles day of
1 single day prior and day of

Dressing: Private area equipped with sink, full-length mirrors, private toilets and non-smoking facility
Load In: Stocked with a variety of cold beverages. Venue cola product, venue water product, variety juices
20 hand towels
2 cases of venue product water
Hot meal
Sound Check: subject to advance

90 Minutes prior to show: Subject to advance

Merchandising: Space shall consist of 8 x 10 canopy in a well-lit area near the stage. Canopy should include clamp on lighting, two, 8-foot tables with a security guard stationed within 20 feet of merchandising area.

Security: STAGE TO BE CLEARED OF NON -WORKING PERSONNEL DIRECTLY RELATED TO **BANDA MAGUEY** PERFORMANCE WITH EXCEPTION TO STAGE CREW. ALL OPENING ACTS AND THEIR FAMILIES NEED TO BE REMOVED FROM THE STAGE AND BACK STAGE AREA ENTIRELY FOR THE SAFETY OF ALL PERFORMERS, 30 MINUTES PRIOR TO AND DURING THE PERFORMANCE.
Purchaser will provide adequate security to **BANDA MAGUEY**, for the duration of load in, sound check and performance. Security shall consist of, but not be limited to 4 positions at front of stage, 1 security assigned to back stage area, 1 security stationed at outer dressing room door and an additional security guard stationed at performer parking and to be available upon entry and exit of facilities.

Purchaser: _____



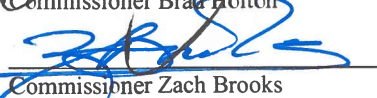
Date: _____

**BOCC SIGNATURE PAGE
ENTERTAINMENT CONTRACT
BANDA MAGUEY**

DATED this 17th day of July, 2023.

CANYON COUNTY BOARD OF COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<u> </u>	<u> </u>	<u> </u>
 _____ Commissioner Brad Holton	<u> X </u>	<u> </u>	<u> </u>
 _____ Commissioner Zach Brooks	<u> X </u>	<u> </u>	<u> </u>

ATTEST: CHRIS YAMAMOTO, CLERK

By: CRoss
Deputy Clerk