

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON AND GARY OSIER PRESENTS, INC. FOR THE PERSONAL SERVICES OF MUSICIANS, JOSH ABBOTT BAND, FOR THE AMOUNT OF \$130,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Agreement between The Town of Addison and Gary Osier Presents, Inc, a copy of which is attached to the Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 12th day of March 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

GARY OSIER
P R E S E N T S

817-235-2036
3601 Euclid Ave ~ Dallas TX 75205
gar@garyosier.com

This contract ("Contract") for the personal services of musicians on the engagement described below is made this 20th day of January 2019, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned artist or artist representative (herein called ("Producer")). Gary Osier Presents Inc. acts only as agent for artist and assumes no liability hereunder.

Artist: JOSH ABBOTT

Play date(s): May 31 2019 (Friday)

Place of Performance: Taste of Addison (Event)
Addison Circle Park
Addison, Texas

Venue phone: cell 214 205 0184

Doors: TBA / Show Time(s): 9:30pm. For 90mn.

Fees agreed upon rain or shine to be paid in cash, money order, certified check or cashier's check in U.S. dollars (company check with approval) to Producer or his representative upon demand as stated in method of payment. Any other arrangement must be made in advance, in writing, with Producer.

The agreement of the Artists to perform is subject to proven detention by sickness (confirmed in writing to Purchaser by a medical doctor licensed in the United States), riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond Artists' control and not avoidable by diligence, and if Artist is prevented from performing as a result of any such items, Purchaser's obligations hereunder shall end and Purchaser shall have no obligation to compensate or pay Artist, and any funds paid to Artist by Purchaser shall be immediately returned by Artist to Purchaser. Provided, however, if Artist is ready, able, and willing to perform in accordance with the terms and provisions of this Contract and is at the address and the Place of Performance on the Play date and at the Show Time set forth in this Contract, and if neither Artist nor Producer is then in violation of any provision of this Contract, if Artist is prevented from performing as a result of an Act of God, fire, accident, riot, strike, or event of a like and similar character, then Purchaser agrees to compensate Artist one-half of fee agreed upon set forth below in accordance with the terms hereof, regardless of such acts of God, fire, accident, riot, strike or any like and similar event(s); otherwise, Purchaser's obligations hereunder shall end and Purchaser shall have no obligation to compensate or pay Producer or Artist, and any funds paid to Producer or Artist by Purchaser shall be immediately returned to Purchaser (and any repayment or refund obligation of Artist hereunder shall survive the termination of this Contract). If Artist cancels at no fault of Purchaser, Purchaser is to receive an immediate refund of all money deposited.

Without limiting any other provision of this Contract, should the Event be postponed or canceled due to a Force Majeure Event or for any other reason whatsoever, Artist and Producer hereby release Purchaser, its officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities) from any and all liability, losses, harm, and claims for damages, and any other actions whatsoever, which result from such postponement or cancellation.

In the event of cancellation by Purchaser, Artist and Purchaser shall be discharged from any further liability hereunder and the Artist shall be entitled to retain one-half of the fee agreed upon set forth below as Artist's sole and exclusive remedy for such cancellation (and in the event Purchaser has paid Artist an amount in excess of one-half of the fee agreed upon, Artist and Producer shall promptly reimburse Purchaser such excess). Should Artist cancel at no fault of Purchaser, Purchaser shall promptly receive a complete refund of any deposits paid.

Purchaser, at its sole cost and expense, shall provide General Liability Insurance including contractual liability endorsement, with limits of \$1,000,000 with respect to bodily injury and death and \$1,000,000 for property damage. Such policies shall be in full force and effect from the time of load in to the time that Producer and all of Producer's affiliates have left the Venue and Producer's production has been loaded out of the Venue. Purchaser shall provide a copy of the certificate of insurance naming Producer, Josh Abbott as an additional insured not less than fourteen (14) days prior to the date of the Engagement. Purchaser's failure to deliver such certificate shall not relieve Purchaser of its obligation to provide the General Liability Insurance as set forth in this Contract.

PRODUCER AGREES TO INDEMNIFY AND HOLD PURCHASER, AS WELL AS ITS OFFICERS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY CLAIMS, COSTS (INCLUDING REASONABLE ATTORNEY'S FEES) EXPENSES, DAMAGES, LIABILITIES, LOSSES, AND/OR JUDGMENTS ARISING OUT OF ANY CLAIM, DEMAND OR ACTION MADE BY ANY THIRD PARTY, TO THE EXTENT SUCH ARE SUSTAINED AS A DIRECT RESULT OF THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE PRODUCER, ITS AGENTS AND/OR EMPLOYEES.

Pursuant to Texas Government Code Chapter 2270, Producer's execution of this Contract shall serve as verification that Producer does not presently boycott Israel and will not boycott Israel during the term of this Contract.

PAYMENT AS FOLLOWS:

Fee agreed upon: \$130,000.00

Deposit: \$65,000.00 payable to Gary Osier Presents Inc. due immediately

Balance due: \$65,000.00 payable to Gary Osier Presents, Inc. Due (05/31/19)

EXHIBIT A

Additional provisions: The parties shall also execute a Production Rider, which shall be attached to this Contract and incorporated herein for all purposes. In the event of a conflict between the terms of this Contract and the Production Rider, this Contract shall control. Purchaser to supply and pay for racks, stacks, stage lights and labor all to artist's specifications, plus internal ground transportation in the form of 1-15 passenger van with driver, and appropriate day of show catering or buyouts per advance with artist's tour manager. Artist to attend a meet and greet for 30 VIPs at a mutually agreeable time. Merch is 80/20 – 90/10 artist sells Radius: Clean from Jan 15th 2019 and 60 days following in the Dallas / Ft Worth market.

<p>Purchaser –</p> <p>Wesley S. Pierson Town of Addison</p> <p>_____ Signature of Purchaser</p>	<p>Producer –</p> <p>Gary Osier Gary Osier Presents, Inc. f/s/o Josh Abbott Band</p> <p>_____ Signature of Producer</p>
<p>Address of Purchaser PO Box 9010 Addison TX 75001 City, State, Zip Phone: 972-450-6231</p>	<p>Address of Producer 3601 Euclid Ave Dallas, TX. 75205</p>