

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ENTERTAINMENT AGREEMENT BETWEEN THE TOWN OF ADDISON AND STRONG ARM TOURING, INC. F/S/O FLO RIDA FOR PERFORMANCE AT TASTE ADDISON IN AN AMOUNT NOT TO EXCEED \$102,500.00 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 Entertainment Agreement between The Town of Addison and Strong Arm Touring, Inc. F/S/O Flo Rida for performance at Taste of Addison in an amount not to exceed \$102,500.00, 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.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **13th** day of **FEBRUARY 2020**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

ADDISON ENTERTAINMENT AGREEMENT

STATE OF TEXAS #
COUNTY OF DALLAS #

This Entertainment Agreement (the "Agreement") is entered into as of the 29th Day of January, 2020 (the "Agreement Date") by and between the Town of Addison, Texas (hereinafter referred to as "Addison"), and Strong Arm Touring, Inc. F/S/O Flo Rida (hereinafter referred to as "Entertainer"), as an addendum to the performance agreement between the parties, (Addison and Entertainer are sometimes referred to herein together as the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, on May 29-31, 2020 Addison will be hosting an event to be held within the Town of Addison known as Taste Addison (hereinafter referred to as the "Event"); and

WHEREAS, Entertainer, an independent contractor, desires to perform at the Event the program, production, or activity described herein (hereinafter referred to as "Program"), and Addison desires that the Entertainer perform the Program at the Event, as set forth herein.

NOW THEREFORE, for and in consideration of the above and foregoing premises, the benefits flowing to each of the Parties hereto, the terms and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Addison and Entertainer do hereby agree and contract as follows:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Compensation. For the proper performance of Entertainer's services in accordance with the terms and conditions of this Agreement, Addison will pay Entertainer a total sum of One Hundred and Two Thousand Five Hundred Dollars (\$102,500 USD) (the "Compensation"). The Compensation shall be paid by business check made payable to: Strong Arm Touring, Inc. or by such other method as Addison may determine. A 50% deposit will be mailed upon execution of this Agreement; the balance shall be paid directly to the Entertainer or the Entertainer's representative immediately following Entertainer's performance of the Program.

Section 3. The Program. Entertainer shall provide and perform the Program in accordance with the terms, conditions and provisions of this Agreement, including, without limitation, the following:

A. **Performance.** Entertainer shall provide and perform the Program at the Event on the date(s) and at the time(s) set forth below:

<p>Friday, May 29, 2020 9:55pm – 11:00pm 65 Minutes Main Stage</p>
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(Time & Location Subject to Change)

Entertainer shall, at least twenty one (21) days prior to the first day of the Event, provide to the Addison Special Events designee a detailed outline of the Program, all staging requirements, and all other information required by Addison personnel concerning the Event and the Program.

Entertainer recognizes, acknowledges, and agrees that the Event is a family-oriented event for entertainment purposes only, and is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda). Entertainer shall perform and provide the Program and its services accordingly, and shall not make religious or political statements or promote, suggest or reference a religious or political agenda, and shall perform according to its reputation.

B. *Location, Parking.* The Program shall be provided and performed at Addison Circle Park (the "Event Site"). Entertainer shall not park any vehicle on or near the Event Site in other than designated parking areas. Free parking shall be provided for Entertainer near the Event Site on the day of the Program.

C. *Load In, Load Out.* Entertainer shall allow at least one hour prior to performance of the Program for load in. Entertainer shall have a reasonable amount of time to set up the Program prior to its commencement and to tear down the Program after its conclusion. Entertainer shall be prepared to begin the Program and performance precisely at the date and time set forth herein. Such load-in and load-out shall be conducted in an expeditious manner by Entertainer, and further shall be conducted in a manner such that other programs and performances are not disturbed or inconvenienced.

D. *Signs.* Entertainer shall use and display only those signs (as well as other devices which may be used or are intended to convey or display a message or information) which pertain directly to the Event and which have been approved by Addison at least twenty one (21) days before the Event. Entertainer shall comply with any and all sign permit requirements, and all other requirements or standards of the Town of Addison, Texas, for the display of such signs.

E. *Entertainer Equipment.* Addison will provide professional sound and lighting production equipment and staff for the Program. Unless otherwise agreed by the Parties in writing, Entertainer shall provide all other necessary equipment for the Program and performance at Entertainer's sole expense (including instruments and other music equipment). Addison is not responsible for any equipment unless otherwise specifically provided for in this Agreement.

F. *Compliance with Laws.* The Program and all of Entertainer's activities in connection with or related to this Agreement shall be conducted in a clean, orderly, and legitimate manner and in accordance with all federal, state and local (including, without limitation, the Town of Addison, Texas) laws, rules, regulations, codes, ordinances, and policies. All trash, garbage, or rubbish of any kind, including, without limitation, glass, bottles, or cans of any kind, shall be deposited by Entertainer and any of Entertainer Persons in trash receptacles or containers approved by Addison and located upon the Event Site.

Each Party agrees to deduct, pay and remain solely responsible for their own necessary worker's compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Entertainer's obligations arising under this Agreement, and to the extent permitted by law, each Party will indemnify and hold harmless one another and its officials, officers, employees, representatives, agents, and volunteers against any such expenses, fees, commissions, and/or alleged violation(s) of any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any union(s) and/or agent(s) for benefits, fees, commissions, dues, or other payments arising out of or resulting from the performance contemplated herein.

G. *Representations, Warranties of Entertainer.* Entertainer warrants and represents that (i) it has the right and authority to enter into this Agreement and to fully perform its obligations contained herein, (ii) all goods, equipment, and other materials provided by Entertainer shall be safe, fully operational, and will not foreseeably cause injury or damage to any invitee, or property, (iii) all persons provided by Entertainer (including, without limitation, its officers, employees, contractors, and agents) in connection with this Agreement shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing foreseeable injury or damage to any invitee or property, and (iv) that in performing its obligations under this Agreement it is not and will not be illegally or knowingly infringing upon any property right, copyright, patent right, or other legal right of any person or entity. The Parties have and assume full and sole responsibility for their own and individual payment of any and all copyright (and any other intellectual property right) royalties in connection with or related to the Program and performance provided hereunder, and have and assume their individual responsibility for any copyright (or other intellectual property right) infringement which may occur or result in connection with the Program and performance.

Section 4. Relationship of Parties; Insurance; Entertainer Responsibility.

A. *Relationship of Parties.* The Parties agree and intend that the relationship between them is one of independent contractor and customer. In the performance of this Agreement, Entertainer shall act as an independent contractor and not as an employee, agent, servant, or representative of Addison. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow Addison to exercise discretion or control over the professional manner in which Entertainer performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by Entertainer shall be provided in a manner consistent with this Agreement and with all applicable laws, rules, codes, standards, and regulations governing the same.

B. *Insurance.* Entertainer shall, at its sole cost and expense, carry and maintain (i) its own general comprehensive public liability and product liability insurance against any claim, whenever made, whether or not any such claim is groundless, false or fraudulent, and (ii) workers' compensation/employer's liability insurance covering all of Entertainer's employees in connection with the Performance. Such general liability insurance shall have a limit of not less than \$2,000,000 and such worker's compensation employer's liability insurance shall have a limit of not less than \$1,000,000 with respect to any one (1) accident occurrence or claim, including bodily injury, personal injury, property damage and advertising injury. Each insurance policy providing all or any portion of the protection specified in clause (i) of this paragraph 4(b) shall name as "Additional Insured's" Entertainer, Entertainer's Company (collectively, the "Additional Insured") and shall fully and expressly protect and indemnify the Additional Insured from and against any claim.

C. *Individual Party Responsibility.* Each Party is and shall at all times be and remain responsible and liable for their own intentional wrongful acts and omissions individually, as an entity, and for each individual Party's Persons in connection with or related to this Agreement.

Section 5. Addison Authority; Entertainer Waiver.

A. Addison has the right to control and manage the Event and to implement and enforce its laws, codes, rules, standards, and policies in connection therewith. Addison may, through its duly appointed representatives, remove any objectionable person(s) from the Event Site, and Entertainer WAIVES any claims for damages against Addison or any of its officers, agents or employees resulting from the exercise of this authority. Addison may manage and control all parking facilities on the Event Site.

B. If any act or omission of Entertainer or any of Entertainer's officers, employees, agents, servants, contractors, subcontractors, or representatives are in direct and objective violation of, as determined by Addison in its reasonable discretion, any laws, ordinances, rules, or regulations of Addison (as made aware to entertainer), while Entertainer is on Addison's property (including, without limitation, the Event Site), or if Entertainer is in breach of any material provision of this Agreement, and Entertainer or any of Entertainer Persons fails or refuses to immediately correct the same upon oral or other notification by Addison, then Addison shall have the right to immediately terminate or postpone Entertainer's Program and performance and to terminate and cancel this Agreement, and in such event Entertainer shall not have any and hereby WAIVES any and all claims of any kind whatsoever (including, without limitation, any claims for costs, damages, losses, or lost or anticipated profits) against Addison, its officials, officers, employees, representatives, agents, and volunteers arising from or out of such termination, cancellation or postponement, and Addison shall not be required to compensate Entertainer under this Agreement and any compensation paid to or on behalf of Entertainer by Addison shall be promptly refunded by Entertainer to Addison.

1. Addison Code of Ordinances can be found by logging onto:
https://library.municode.com/tx/addison/codes/code_of_ordinances

C. Entertainer and Entertainer Persons shall not be under the influence of any illegal beverages, narcotics or drugs at any time while on Addison's property (including, without limitation, the Event Site). If any situation arises causing Entertainer or any of Entertainer Persons the inability to perform according to Entertainer or Entertainer's reputation, Entertainer shall provide a suitable replacement or agree to allow Addison to cancel or postpone Entertainer's Program and performance and terminate this Agreement. In such event, and to the extent permissible by law, each Party shall not have and hereby WAIVES any

and all claims of any kind whatsoever (including, without limitation, any claims for costs, damages, or lost or anticipated profits) against one another and any officials, officers, employees, representatives, agents, and volunteers arising from or out of such termination, cancellation or postponement. In such event Addison shall not be required to compensate Entertainer under this Agreement and any compensation paid to or on behalf of Entertainer by Addison shall be promptly refunded by Entertainer to Addison.

D. Since the essence of this Agreement concerns the specific individual(s) and the unique personality(ies) and talents of Entertainer, Addison will only pay the compensation specified in this Agreement if the entertainer performing is, in fact, the specific entertainer agreed upon. If in the case of a group, the entire group does not perform, or if the entertainer is not the Entertainer specified in this Agreement, payment of the compensation shall not be required unless Entertainer has notified Addison of the change in advance of the performance and Addison has agreed, in writing, to allow the group to perform with less than the entire group or with performers other than those contemplated when this Agreement was executed.

E. The Program dates and hours shall be those determined by Addison and may be modified by Addison, although Entertainer shall have a reasonable amount of time to set up the Program prior to its commencement and to tear down the Program after its conclusion. Set up and tear down shall be conducted in a manner such that other programs are not disturbed or inconvenienced. Addison reserves the right to regulate the hours of the Program and the Event.

Section 6. Indemnity; Waiver and Release; Risk Assumption.

A. **DEFENSE, INDEMNITY, AND HOLD HARMLESS.** THE PARTIES, TO THE EXTENT PERMITTED BY LAW, covenant and agree to FULLY DEFEND (with counsel at an hourly rate not to exceed \$350.00 per hour), INDEMNIFY and HOLD HARMLESS one another, and the elected officials, the officers, employees, agents, representatives, and volunteers of each party, individually or collectively, in both their official and private capacities, (each an "Indemnified Person" and collectively the "Indemnified Persons") from and against any and all claims, actions, causes of action, demands, losses, harm, damages, fines, penalties, liability, liens, expenses, lawsuits, judgments, proceedings, costs, and fees (including, without limitation, reasonable attorney fees and court costs), of any kind and/or nature whatsoever, made upon any Indemnified Person, whether directly or indirectly (the "Claims"), that arise out of, result from, or relate to (1) the activities of and performance by Entertainer at or in connection with the Event, (2) representations or warranties by either Party hereunder in connection with the Event, and/or (3) any other act or omission under or in performance of this agreement by either Party or any persons associated, involved, and/or participating with Entertainer in connection with the Event, including, without limitation, all owners, directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, concessionaires, musicians, artists, and invitees of Entertainer, and their respective owners, officers, employees, directors, agents, representatives, and contractors (together, "Entertainers Persons"), at or in connection with the Event. **SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNIFIED PERSON, OR CONDUCT BY ANY INDEMNIFIED PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Each Party shall promptly advise one another, in writing, of any claim or demand against any Addison Person or Entertainer related to or arising out of either Party's activities hereunder and shall, to the extent permitted by law, see to the investigation and defense of such claim or demand at the Indemnifying Party's sole cost and expense. Each Party shall have the right, at the Party's option and own expense, to participate in such defense without relieving the Indemnifying Party of any of its obligations hereunder.

B. **WAIVER AND RELEASE; ASSUMPTION OF RISK.** Entertainer, for itself and the Entertainer Persons, do hereby **RELEASE, WAIVE, ACQUIT, FOREVER DISCHARGE** and **COVENANT NOT TO SUE** Addison Persons from any and all claims, actions, causes of action, demands, losses, harm, damages, penalties, liability, expenses, lawsuits, judgments, costs, and fees of any nature or kind whatsoever (together for purposes of this subsection, "Claims") which Entertainer or any of Entertainer Persons may sustain or incur in connection with, arising out of, or related to, in whole or in part, the Event, including, without limitation, any and all Claims for personal injury or loss to any person (including, without limitation, death) or damage to

or destruction or loss of any property, however, **EXCLUDING ANY CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED BY THE ADDISON PERSONS'** (collectively or individually) **OWN GROSS NEGLIGENCE.**

As invitees of Addison, Entertainer and the Entertainer Persons **ASSUME THE RISK** of all conditions, whether dangerous or otherwise, in and about the premises of Addison (and including, without limitation, the risk of damage to or destruction of property or injury to or death of any person in or about the Event Site, other premises or property used in connection with the Event, or any adjacent premises or property owner or under the control of Addison) in connection with, arising out of, or related to the Event, and **WAIVE** any and all specific notice of the existence of any defective or dangerous condition in or about the said premises.

C. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

Section 7. Miscellaneous.

A. *Assignment.* Inasmuch as this Agreement is intended to secure the specialized services of Entertainer, Entertainer shall not and shall have no power or authority to sublet or assign, or otherwise transfer or convey, in any manner whatsoever (including, without limitation, by operation of law or otherwise), this Agreement to any other person, or any of the privileges, rights, duties, or obligations conveyed or set forth herein, except with the prior written approval of Addison. Any approved assignee or transferee approved in writing by Addison shall be subject to all the provisions and requirements of this Agreement.

B. *Release.* Without limiting any other provision of this Agreement, Entertainer hereby **RELEASES** Addison, its officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities), from any claims, actions, demands, liability, loss, or other harm for any loss or damage sustained by reason of any defect of any part of the water supply system, the sewage and drainage system, the gas system, electrical apparatus or wiring on the Event Site or on any other premises or bandstand, and for any loss or damage resulting from fire, theft, water, tornado, rain, snow, strikes, civil commotion or riot, or otherwise, unless caused by the gross negligence of Addison.

C. *Postponement, Cancellation of Event; Release.* Addison reserves and has the right, in its sole discretion, to postpone or cancel the Event and the Program for or as a result of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, act of God, or other reason of like nature (any such event or reason being a "Force Majeure Event Without limiting any other provision of this Contract, including Compensation described in Section 2 and Section 7(H), should the Event be postponed or canceled due to a Force Majeure Event or for any other reason whatsoever, Entertainer hereby releases Addison, 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.

D. *Copyrighted Material.* Entertainer hereby gives to Addison the permission and a license to use any copyrighted material, solely in the Program, to which Entertainer may own a right, subject to Addison's obligation to secure venue licenses through BMI/ASCAP/SESAC. **Without limiting any other provision of this Contract, Entertainer agrees NOT TO SUE Addison for any potential infringement thereof.**

E. *Inspection.* Addison may designate certain of its employees, officers or agents as inspectors and Entertainer agrees that the inspectors have the right, at any time and as often as Addison may consider necessary, to inspect any property, services or activities of Entertainer on the Event Site. Entertainer shall give the inspectors free access to any space used by Entertainer or under its control for the inspection and will, upon request of an inspector, operate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of Entertainer on the premises or operate any process or activities carried on by Entertainer. The police and fire departments or other authorized agents of Addison shall be given free access at any time to any space used by Entertainer or under its control, for the purpose of maintaining order and safety or of enforcing any governmental law, code, standard, policy, rule, or regulation, including, without limitation, any law, code, standard, policy, rule, or regulation of Addison.

F. *No Liability for Entertainer Property; Release and Waiver.* Without limiting any other provision of this Agreement, Addison assumes no responsibility for any property placed on the premises of the Event Site by or on behalf of Entertainer, and Entertainer RELEASES Addison, officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities) from and WAIVES any and all claims, actions, or liabilities against Addison, its officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities) for any loss, injury or damage to persons or property or any other harm whatsoever that are sustained by reason of the occupancy of the Event Site under this Agreement, unless such loss, injury or damage is reasonably foreseeable and would not have been caused but for the negligence or willful misconduct of Addison or Addison Persons. Any watchmen or other protective service desired by Entertainer other than that provided by Addison must be arranged for by special agreement with Addison.

G. *Entertainer's Failure to Appear, Perform; Return of 50% Deposit.* If Entertainer should fail to appear and perform as scheduled for any reason (except by force majeure, or a bona fide medical emergency, confirmed to Addison in writing by a medical doctor licensed to practice medicine in any state of the United States), it is agreed that damages to be suffered by Addison would be difficult or impossible to determine. The Parties hereby agree that in such an event Entertainer will return the 50% deposit required by section 2 of this Agreement, not as a penalty but as reasonable measure.

H. *No Representations Regarding Event Preparation.* Entertainer agrees that no representations have been made by Addison or by any of its officials, officers, employees, agents, representatives, or volunteers that the preparation of the Event Site will be advanced to any particular stage upon any particular date or that any warranty is being made as to the opening date of the Event. It is understood that Addison is making every reasonable effort to proceed with the preparation and construction of the Event site so that the Event will open as scheduled; and that Entertainer will have a reasonable period of time on the date of the Program for the preparation of the Program. If the Event or any portion thereof does not open as scheduled or at all, Addison will, in good faith, make every effort to reschedule the Event. If the Event cannot be rescheduled, Addison will pay Entertainer the guarantee as per Section 2 herein (but with no additional penalties).

I. *Use of Photographs, Images.* The Entertainer does hereby grant permission to Addison to use photographs or images of the Program, as approved by Entertainer in each instance, in advertising, publicity or promotion of Addison at no payment or remuneration to the Entertainer.

J. *Removal of Entertainer Property.* All property of the Entertainer shall be removed from the Event Site no later than 6 hours after the Program time designated in Section 3 (the "Time of Removal") or prior to the Time of Removal in the event of termination of this Agreement. Band members will not be allowed backstage after Time of Removal. If any part of the Entertainer's property is not vacated at or before the Time of Removal or within a reasonable time following the termination hereof, then Addison is authorized to remove from the Event Site and store, without resorting to any legal proceeding and at the sole expense of the Entertainer, all property occupying a portion of the Event Site and shall not be liable for any damage to or loss of any property sustained during its removal and storage.

K. *Nonexclusive Agreement.* Entertainer acknowledges and understands that the privilege to provide services for and/or in connection with the Event granted herein is nonexclusive.

L. *Addison Rules, Regulations.* This Agreement is subject to any and all rules and regulations imposed by Addison or its authorized representatives.

M. *Notices.* All notices provided for or permitted under this Agreement shall, unless otherwise provided for herein, be in writing and shall be delivered personally, or sent by certified or registered U.S. mail, postage prepaid and return receipt requested, to the Party to be notified, at the address for such Party set forth below (and such notices shall be deemed effective upon receipt).

N. *Entire Agreement.* This Agreement contains the entire agreement of Addison and Entertainer and may not be amended, modified or altered without express written consent of the Parties.

O. *Severability.* If any paragraph, provision, sentence, clause, or any other part of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

P. *Agreement Understood.* Each Party hereto certifies that it has read this Agreement, has fully informed itself of its contents before signing it, and understands its terms and conditions. Each Party hereto certifies that in the case of any conflict or inconsistency between the terms of this Entertainment Agreement and any other agreement, contract, artist rider or addenda made a part hereof or made in addition hereto, the terms of this Entertainment Agreement shall govern and control.

Q. *Time of Essence.* Time is of the essence in this Contract and in each provision contained in it.

R. *Applicable Law; Venue.* The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to this Agreement. Venue for any action under this Agreement shall lie exclusively in Dallas County, Texas, and each Party submits for all purposes to the jurisdiction of the courts thereof.

S. *Remedies Cumulative; No Waiver; Survival of Rights.* The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by either Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

T. *No Third Party Benefits.* This Agreement and each of its provisions are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

U. *Construction of Certain Terms; Headings.* Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Section and subsection headings are for convenience only and shall not be used in the interpretation of this Agreement. "Includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

V. *Authorized Persons.* The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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.

EXECUTED this 29th day of January, 2020 (the "Agreement Date").

TOWN OF ADDISON, TEXAS

ENTERTAINER

By: _____
Wesley S. Pierson

By: *[Signature]*

Date: _____

Name: Tramar Dillard

Title: City Manager

Date: 2/3/2020

Address: 5300 Belt Line Road
Dallas, Texas 75254

Title: Inhouse Counsel

Address: 7635 West 79th Street, Highland, FL 33016

Phone: 305 851 5385

Email: MathisLaw@imgstrongarm.com

TOWN OF ADDISON INSURANCE ADDENDUM

LIABILITY INSURANCE SCHEDULE

The PRODUCER shall maintain, during the term of the contract and any option period, the types of insurance and coverage listed below. All liability insurance coverage will name **The Town of Addison and its officials, officers, agents, representatives, volunteers, and employees** as an additional insured for claims, demands, suits, judgments, costs, charges, and expenses arising out of or in connection with any loss, damage, or injury resulting from the negligence or other fault of the ENTERTAINER, ENTERTAINER's agents, representatives, or employees.

TYPE OF INSURANCE	MINIMUM AMOUNTS
(i) Workers' Compensation -Employers' Liability-Accident -Employers' Liability-Disease	Texas statutory limits \$1,000,000 / Occurrence \$1,000,000 / Aggregate
(ii) Commercial General Liability (Comprehensive) -Bodily Injury and Property -Contractual Liability	\$1,000,000 / Occurrence \$2,000,000 / Aggregate
(iii) Commercial Automobile Liability (Comprehensive) -Bodily Injury -Property Damage *Includes owned, non-owned and hired car coverage	\$1,000,000 / Occurrence

In all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of activities conducted hereunder.

Contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas.

- b. Prior to the commencement of work hereunder and **not more than thirty (30) days** after contract has been executed, the ENTERTAINER shall furnish to ADDISON a certificate of the above required insurance.

Insurance "Certificate Holder" shall be made out to the following:

Town of Addison
ATTN: Addison Special Events
PO Box 9010
Addison, TX 75001

- c. Should the ENTERTAINER's business reside outside of the United States, insurance coverage shall be maintained in the above referenced categories in equivalent coverage amounts.