

BOOKING AGENT AGREEMENT
BETWEEN
THE CITY OF LAUDERHILL
AND
OLD SKOOL GANG VENTURES, INC.

Old Skool Gang Ventures Inc., a Florida Profit Corporation, located at 13137 SW 21st Street, Miramar, FL 33027, by and through its duly authorized representative Paul V. Lewis, (hereinafter collectively referred to as “AGENT”) hereby enters into this Booking Agent Agreement with the City of Lauderhill (hereinafter “CITY”), Florida, a municipal entity, located at 5581 West Oakland Park Boulevard, Lauderhill, FL 33313. AGENT expressly represents that he has the knowledge, experience, and capacity to secure the services of: “Jeffrey Osborne,” “Lenny Williams,” “Surface,” “The Old Skool Gang,” host / Master of Ceremony (“MC”) “Rodney Baltimore,” and “DJ DyZelle (hereinafter collectively referred to as “ARTISTS”) to appear and perform at the Lauderhill Performing Arts Center (hereinafter “LPAC”) located at 3800 N.W. 11th Place, Lauderhill, Florida Lauderhill on **Saturday, February 8th, 2025** starting at or about: 7:30pm.

CITY hereby retains the services of AGENT to secure the exclusive appearance of ARTISTS for the CITY “MLK Black History Super Soul Celebration 2025” (hereinafter “MLK CELEBRATION” or “EVENT”) on Friday, February 8th, 2025.

AGENT expressly agrees that any contract or agreement for the services of these ARTISTS to attend and perform at the CITY’S MLK CELEBRATION is subject to the below strict terms and conditions:

SCOPE OF SERVICES:

1. The ARTISTS shall appear on Saturday, February 8th, 2025 at The LPAC, at least one hour prior to their scheduled performance start time.
2. ARTIST Surface shall perform thirty (30) minute set, as determined by City’s approved run of show.
3. ARTISTS Old Skool Gang shall perform a forty (40) minute set (or as long as needed), as determined by City’s approved run of show.
4. ARTIST Lenny Williams shall perform a forty (40) minute set, as determined by City’s approved run of show.
5. ARTIST Jeffrey Osborne shall perform a sixty (60) minute set beginning at approximately 9:55pm to 10:55pm.

6. ARTIST DJ Dyzelle shall provide music at the start and end of the event and in between sets as needed.
7. ARTIST MC Rodney Baltimore shall provide services as master of ceremony at the start and end of the event and in between sets as needed.
8. All ARTISTS, with the exception of Jeffrey Osborne (who will be performing with a live band), will be performing to pre-recorded tracks.
9. At a minimum, Artists are expected to perform their classic known hit songs during their set.

10. **EXCLUSIVE ENGAGEMENT AND PAYMENT:** The ARTISTS individually, their agents, employees and representatives specifically agree that the agreement between the ARTISTS and the CITY via this Booking Agent Agreement with The Old Skool Gang Ventures, Inc. is an exclusive agreement. The ARTISTS (excluding The Old Skool Gang), their agents, employees and representatives specifically agree that, for a period of forty-five (45) calendar days prior to February 8th, 2025 and thirty (30) calendar days after, ARTISTS will not engage in any musical performance events within a ninety (90) mile radius of the Lauderhill Performing Arts Center (LPAC), located at 3800 N.W. 11th Place, Lauderhill, Florida. The ARTISTS, their agents, employees, and representatives specifically agree that they are prohibited from performing engagements in Miami Dade County, Broward County, and Palm Beach County during the term of this Agreement. The City of Lauderhill shall receive a full refund of all funds paid for a violation or breach of this Agreement.

11. **CONSIDERATION.** In consideration for the exclusive engagement, artist acquisition, and musical performance provided by ARTISTS through AGENT, and the necessary additions, which includes DJ Services, production and Artist assistants, airfare, hotel accommodation cost, ground transportation cost, Artist per diem / catering services, and stage management as detailed in Invoice No. 20032 attached hereto as Exhibit "A." AGENT will be paid the total sum of **ONE HUNDRED ELEVEN THOUSAND DOLLARS AND NO CENTS (\$111,000.00)** to cover all aspects of these necessary amenities, by the CITY. AGENT will be responsible for all payments to the ARTISTS and CITY shall owe ARTISTS nothing additional.

AGENT shall be paid an initial deposit of Sixty Thousand Dollars and No Cents (\$60,000.00) in order to retain the ARTISTS and to make the necessary deposits to other entities as necessary for their goods and services concerning this Event.

The balance of Fifty-One Thousand Four Hundred Dollars and No Cents (\$51,000.00) will be paid by city check or direct bank deposit three (3) business days before the Event (02/05/2025), so that the check can be cashed and ARTISTS can be paid their balance in cash by the AGENT (as requested in their individual contracts) prior to their performances, at the Event).

Other costs to be paid separately by the CITY shall include: Professional Sound and Lighting, Backline and Instrument Rentals, Venue Rental, Security, Technical Rider cost, and Miscellaneous costs.

12. ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and AGENT and ARTISTS agree they shall not subcontract any portion of the work required by this Agreement except as authorized in writing in advance by CITY. ARTISTS agree to perform on the date indicated for the length of the set indicated. If ARTIST fails to perform for any reason as stated in this Agreement, the CITY shall be reimbursed in full for the contract amount attributable to that particular Artist; unless the City has agreed in advance in writing to accept a substitute Artist performer in their place at no additional cost to the CITY or if CITY agrees to a rescheduled date for that performer.

12.1 OLD SCHOOL GANG VENTURES INC represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

12.2 AGENT and Individual ARTISTS shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.

12.3 Except upon express advance written permission of the CITY, neither AGENT nor ARTISTS may incur obligations on behalf of, or in the name of, the CITY. It is understood that the CITY is and will be responsible for all Security, Technical Riders, Stage and Sound, and Marketing cost associated with the event.

12.4 In the Event that CITY needs to cancel or reschedule the Event date, AGENT agrees that it will credit or refund the CITY all amounts paid by CITY or agreed to in this Agreement, to be utilized for a future Event date with the ARTISTS to be determined and agreed upon based upon availability of the new performance date.

13. INDEMNIFICATION OF CITY. AGENT shall indemnify, hold harmless and release the CITY, its officers and employees, from and against any and all liabilities, claims, demands, suits, causes of action, debts, obligations, expenditures, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, arising out of any claim sustained either directly or indirectly, arising out of, or in connection with, the services subject to this Agreement to the extent that they were caused by the negligence, recklessness or intentional wrongful conduct of AGENT or ARTISTS and other persons employed or utilized by AGENT or ARTISTS in the performance of this Agreement. In the event that any action or proceeding is brought against CITY, by reason of any such claim or demand, AGENT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel satisfactory to CITY. The provisions of this section shall survive the expiration or earlier termination of this Agreement. This provision is subject to the

limitations of liability as provided in Florida Statutes, Section 768.28 and does not act as a waiver of the CITY's entitlement to sovereign immunity as a matter of statutory and common law.

To the extent considered necessary by the CITY Attorney, any sums due AGENT under this Agreement may be retained by CITY until all of CITY'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

14. NOTICES. Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

Mrs. Desorae Giles-Smith
City Manager
City of Lauderhill
5581 W. Oakland Park Boulevard
Lauderhill, FL 33313

FOR AGENT:

Paul V. Lewis
Old Skool Gang Ventures Inc.
P.O. Box 25002
Tamarac, FL 33319

15. INTERPRETATION. The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

16. INDEPENDENT AGENT STATUS. AGENT and ARTISTS, their officers, employees and agents, are an independent AGENT at all times under this Agreement. Services provided by AGENTS and ARTISTS, its officers, employees or agents shall be subject to the supervision of AGENT. In providing the services, AGENT and ARTISTS, their officers, employees or agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. AGENT and ARTISTS, their officers, employees, agents or other persons under their control agree at no time to represent, or cause to be represented, that they are officers, employees or agents of

the CITY. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

17. **APPLICABLE LAW AND VENUE.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sites, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

18. **RECORDS AND AUDIT**

18.1 CITY reserves the right to audit the records of AGENT relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, AGENT shall agree to submit to an audit by an independent certified public accountant selected by CITY. AGENT shall allow CITY to inspect, examine and review the records of AGENT at any and all times during normal business hours during the term of this Agreement.

18.2 AGENT agrees that it shall keep and maintain accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of this Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. AGENT shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with the terms of any Agreement between the parties.

18.3 The public shall be provided access to records regarding the services provided under the terms of this Agreement in the same manner that the CITY fulfills all public records requests. AGENT shall not disclose any public records that are exempt or confidential and exempt from public records disclosure requirements except as authorized in writing by CITY and authorized by law.

18.4 AGENT shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours notice by the CITY. AGENT shall retain all public records and transfer, at no cost, to the CITY all records in possession of the AGENT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

[SIGNATURE PAGE ONLY TO FOLLOW]

Old Skool Gang Ventures, Inc.
Paul V. Lewis
P.O. Box 25002
Tamarac, Florida 33319

Date: _____

City of Lauderhill
Desorae Giles-Smith, City Manager
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

Date: _____

COMPOSITE EXHIBIT "A"

Proposal Agreement & Invoice # 20032

The City of Lauderdale FL. MLK "SuperSoul" - Old School Weekend Music Celebration 2/08/2025

**City of Lauderdale, Florida
MLK Black History Old School Celebration 2025**

**Old Skool Gang Ventures Inc
plewiscoi@yahoo.com / 786 624-8065**

This Invoice dated 5/28/2024 between **The City of Lauderdale** and **Old Skool Gang Ventures Inc.** is to establish the necessary information to both parties, **The City of Lauderdale** (Promoter) and **Old Skool Gang Ventures Inc.** (Agent). The Agent is being secured to provide quality Entertainment to the Promoter the city of Lauderdale for the "MLK Black History Super Soul Celebration 2025" event being held at the **Lauderdale Performing Arts Center at 3800 NW 11th Place Lauderdale FL.** on **Friday, February 8th, 2025** from 7:30pm – 11:00pm. All Artist will be performing to Pre-recorded Tracks except **Jeffrey Osbourne** (Live Band).

Artist Acquisition of the following Artists:

Jeffrey Osbourne
Lenny Williams
Surface
The Old Skool Gang

Host & MC Rodney Baltimore
DJ DyZelle

Old Skool Gang Ventures Inc is responsible to pay for the services of all the listed associated parties involved in this production as needed for, **Artist Acquisitions, DJ, Production/Artist Assistants, Artist Airfare, Ground Transportation, Hotel Cost, Per Diem / Catering Services, and Stage Management.**

Payments should be made payable to Agent as follows... Direct Bank Wire Transfer of **\$60,000.00** as Initial Deposit paid upon signing of the agreement. To: **Old Skool Gang Ventures Inc.**

Send to **TD Bank RT: #067014822 Acct: #4280180559**

Balance of **\$51,000.00** will be paid through Direct Bank wire Transfer at least 72 hours before day of the event 2/8/2025 To: **Old Skool Gang Ventures Inc.**

Send to **TD Bank RT: #067014822 Acct: #4280180559**

Total Amount Due: **\$111,000.00** Dollars

All checks and payments should be made to **Old Skool Gang Ventures Inc.** Tax ID# 27- 5031790

Old Skool Gang Ventures Inc has had a long successful history in providing such services to cities, corporate events, organizations, families, churches, synagogues and businesses needing such entertainment expertise, and we are honored to be able to serve you and the City of Lauderdale at this time.

Thank you once again for using Old Skool Gang Ventures Inc.

Representative of City of Lauderdale, Florida Date

Old Skool Gang Ventures Inc. /Paul V. Lewis Date

COMPOSITE EXHIBIT "A"

City of Lauderdale MLK SuperSoul – Old School Music Celebration 2025 Financial Itemization
These final numbers represent the full cost of securing the Artist's, DJ, MC, Airfare, Hotel Accommodations, Ground Transportation, Catering for both Soundcheck and Dinner, Artists assistants, Misc (Per Diem, Wardrobe, Towels, Alcohol, etc...), Stage Mgmt, and the cost for Old Skool Gang Ventures Inc. consulting services.

Jeffrey Osbourne \$50 K (60 mins) 11 ppl

Lenny Williams \$15 K (40 mins) 2 ppl

Surface \$10 K (30 mins) 2ppl

O S G \$3 K (40 mins or as long as needed.) 6 ppl

MC Host Rodney Baltimore \$600.00

DJ DyZell \$500.00 (7pm -11pm)

Airfare Appx 15 Flights (LA, NY, SF, ATL, CHI) Appx: \$7,500.00 (Included In Price)

15 Hotel Rooms 4-5 Star Hotel for 2 Nights = 30 in total - Avg \$300 per Night \$9,000.00

4 SUVs Ground Transportation for weekend W/Drivers for 2.5 days (Fri - Sun) \$6,000.00

Catering for Artist, Sound, Lights, and Crew -Lunch & Dinner Appx 45 ppl - \$3,000.00

3 Artist Asst/Security for (Fri - Sun)2.5 days \$2,100.00

Old Skool Gang Ventures Inc / O S G Media Inc Services \$9,800.00 (10% of Artist and Essentials Cost)

Miscellaneous Costs for Artists Hospitality. \$500.00 (Per Diem, Wardrobe, Alcohol, etc)
Stage Mgmt Cost - \$1500.00

Total Cost \$111,000.00