

Booking Agent Agreement Between
City of Lauderhill
And
Old Skool Gang Ventures, Inc.

Whereas, the Old Skool Gang Ventures Inc. (referred to as OLD SCHOOL GANG AND CONTRACTOR) Representative Paul Lewis (Agent) hereby expressly represents that he has the knowledge, experience and capacity to secure the services of the following Performing Artists: **Doug E Fresh, Slick Rick, Michel'le and The Old Skool Gang**, collectively, Artist, to appear and perform at the Central Broward Regional Park Outdoor Stage (Park), located at 3700 N W 11th Place in the City of Lauderhill on Saturday, April 18, 2020 at 6:00 p.m.

Whereas, the City of Lauderhill hereby retains the services of Old Skool Gang Ventures Inc. to secure the exclusive appearance of Artists for the City of Lauderhill Jammin' in the Park 2020, on Saturday, April 18, 2020. Old Skool Gang Ventures, Inc. expressly agrees that any contract or agreement for the services of these Artist to attend and perform at the City of Lauderhill Jammin' in the Park 2020 is subject to the below strict terms and conditions:

1. The artists shall appear on Saturday, April 18, 2020 at the Central Broward Regional Park Outdoor Stage, at least one hour before their performance.
2. Artists Performances:
 - a. Artist **Old Skool Gang** will be the opening act and shall perform for Sixty (60) minutes beginning at 6:00 p.m.
 - b. Artist **Michel'le** shall perform second and shall perform for a minimum Thirty (30) minutes beginning at 7:20 p.m.
 - c. Artist **Slick Rick** shall perform third and shall perform for a minimum Thirty (30) minutes beginning at 8:10 p.m.
 - d. Artist **Doug E Fresh** shall perform fourth and shall perform for a minimum Thirty (30) minutes beginning at 9:10 p.m.
3. **EXCLUSIVE ENGAGEMENT AND PAYMENT:** The Artists, their agents, employees and representatives specifically agree that the agreement between the Artists and the City of Lauderhill via the Old Skool Gang Ventures, Inc is an exclusive agreement. The Artists (except The Old Skool Gang) their agents, employees and representatives specifically agree that, for a period of 60 calendar days prior to April 18, 2020 and 30 calendar days after, Artists will not engage in any musical performance events within a 90 mile radius of the Central Broward Regional Park located at 3700 N W 11th Place in the City of Lauderhill, Lauderhill, Florida. The Artists, their agents, employees and representatives specifically agree that they are prohibited from performing engagements in Miami-Dade 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.

4. In consideration for the exclusive engagement and musical performance provided by Artists, through the agreement with Old School Gang Ventures, Inc, and the necessary travel arrangements, which include round trip Airfare, Hotel Accommodations, Ground Transportation, Hospitality, Stage Management, Artist Acquisition, Event Coordination, and Independent Digital Marketing the City of Lauderdale shall pay a total of Seventy One Thousand Nine Hundred Dollars (\$71,900.00). The statement of cost and expenses is attached to this Agreement as Exhibit A.
5. The City of Lauderdale shall pay thirty-six thousand nine hundred dollars (\$36,900.00) upon the execution of this agreement and the balance of thirty-five thousand dollars (\$35,000.00) is payable three (3) business days before the event.
6. **ASSIGNMENT AND PERFORMANCE.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and OLD SCHOOL GANG VENTURES, INC. shall not subcontract any portion of the work required by this Agreement except as authorized in writing by CITY.
7. 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.
8. OLD SCHOOL GANG VENTURES, INC. shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.
9. Except upon express written permission of the CITY, the OLD SCHOOL GANG VENTURES, INC. may not incur obligations on behalf of, or in the name of, the CITY.
10. **INDEMNIFICATION OF CITY.** OLD SCHOOL GANG VENTURES, INC. 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 OLD SCHOOL GANG VENTURES, INC., and other persons employed or utilized by OLD SCHOOL GANG VENTURES, INC. 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, OLD SCHOOL GANG VENTURES, INC. 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. To the extent considered necessary by the City Attorney, any sums due OLD SCHOOL GANG 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.

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.

12. 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:

CITY:

Mr. Charles Faranda
City Manager
City of Lauderhill
5581 W. Oakland Park Boulevard
Lauderhill, FL 33313

THE OLD SKOOL GANG VENTURES, INC. AGENT:

Paul V. Lewis
13137 SW 21st Street
Miramar, FL 33027

13. INTERPRETATION. The language of this Agreement expresses 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 references are 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.

14. INDEPENDENT CONTRACTOR STATUS. The OLD SCHOOL GANG VENTURES, INC., its officers, employees and agents, are an independent contractor at all times under this Agreement. Services provided by OLD SCHOOL GANG, its officers, employees or agents should be subject to the supervision of OLD SCHOOL GANG VENTURES, INC. In providing the services, OLD SCHOOL GANG VENTURES, INC, its officers, employees or agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. OLD SCHOOL GANG, its officers, employees, agents or other persons under its control agree at no time to represent, or cause representation 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.

15. 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 a trial by jury of any such litigation.

16. RECORDS AND AUDIT. The CITY reserves the right to audit the records of CONTRACTOR 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, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at all times during normal business hours during the term of this Agreement.

16.1 CONTRACTOR 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. CONTRACTOR 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.

16.2 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 fulfill all public records requests. CONTRACTOR 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.

16.3 CONTRACTOR 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 AND upon twenty-four hours' notice by the CITY. Contractor shall retain all public records and transfer, at no cost, to the CITY all records in possession of the CONTRACTOR 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.

Signatures:

Old Skool Gang Vent. Inc./Paul Lewis
10211 Pines Boulevard
Pembroke Pines, Florida 33026

Charles F. Faranda, City Manager
City of Lauderhill
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

Date _____

Date _____