

**Booking Agent Agreement Between**

**CITY,**

**Lauderhill Community Redevelopment Agency**

**And**

**2 Extreme Marketing and Promotion, LLC**

This agreement shall be effective on the date of the last party to sign, is between the CITY OF LAUDERHILL (“CITY”), located at 5581 W. Oakland Park Boulevard, Lauderhill, FL 33313, the LAUDERHILL COMMUNITY REDEVELOPMENT AGENCY, (“CRA”) located at 5581 W. Oakland Park Boulevard, Lauderhill, FL 33313 and 2 EXTREME MARKETING AND PROMOTION, LLC (referred “2 EXTREME” or “CONTRACTOR”), located at 280 S.W. 8<sup>th</sup> Court, Deerfield Beach, FL 33441.

WHEREAS, the CITY OF LAUDERHILL, FLORIDA (“CITY”), LAUDERHILL COMMUNITY REDEVELOPMENT AGENCY (“CRA”) and 2 EXTREME MARKETING AND PROMOTION, LLC (“CONTRACTOR”) entered into a Booking Agent Agreement (“Agreement”) approved on February 26, 2024 and July 8, 2024 respectively; and

WHEREAS, the CITY and CRA were recently notified that the artist Juvenile originally booked to perform at the Event would not fulfill their commitment due to a last minute double booking conflict, and in the interest of maintaining the planned event schedule and ensuring an enjoyable experience for attendees, the City promptly secured an alternative artist to perform in their place;

Whereas, 2 EXTREME MARKETING AND PROMOTION, LLC, hereby expressly represents that it has the knowledge, experience and capacity to secure the performance services of Chinsea Linda Lee “Shenseea (“Performer”) to appear and perform at the Lauderhill Community Redevelopment Agency (“CRA”) 5<sup>th</sup> Annual Beer-B-Que on 38<sup>th</sup> Avenue 2024 (“EVENT”) located at the Outdoor Stage on NW 38th Avenue in the City of Lauderhill on Saturday, November 2, 2024 at 6:00 p.m.

Whereas, 2 EXTREME MARKETING AND PROMOTION, LLC, has represented that it has the resources, staff, experience and capacity to manage the presentation of the Performers.

Whereas, the CITY and CRA hereby retains the services of CONTRATOR to secure the exclusive appearance of the Performer for the Event.

Now therefore, 2 EXTREME expressly agrees that any contract or agreement for the services of the PERFORMERS to attend and perform at the 5<sup>th</sup> Annual Beer B Que on 38<sup>th</sup> Avenue (“Event”) is subject to the below strict terms and conditions:

1. Performer shall appear on Saturday, November 2<sup>nd</sup>, 2024 at the Outdoor Stage on NW 38th Avenue in the City of Lauderhill on Saturday, November 2, 2024 at least thirty (30) minutes before the Event start.
2. 2 EXTREME will provide booking agent services to include talent management, stage management, backstage logistics, event programming, ground transportation, marketing and promotion.
3. **EXCLUSIVE ENGAGEMENT AND PAYMENT:** The PERFORMERS, their agents, employees and representatives specifically agree that the agreement between the PERFORMERS and the CITY/CRA via the CONTRACTOR is an exclusive agreement. The PERFORMERS, their agents, employees and representatives specifically agree that, for a period of 30 calendar days prior to November 2, 2024 and 30 calendar days after, they will not engage in any musical performance events within a 90 mile radius of the NW 38th Avenue, Lauderhill, FL 33311. The CRA 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 performance provided by PERFORMERS, through the agreement with CONTRACTOR, booking, and the necessary talent management and ground transportation, the CITY shall pay a total of FIFTY TWO THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$52,800.00), that includes all fees, is attached to this Agreement as Exhibit A.
5. The CITY has paid the initial deposit of TWENTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$28,800.00.) upon the execution of this agreement and the balance of TWENTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$24,000.00) will be paid no later than October 24, 2024.
6. **CANCELLATIONS.** CRA can cancel a performance for any other reason by speaking on the phone to one of the CONTRACTOR signed below, or by e-mail to the provided e-mail address below if the PERFORMERS cannot be reached by phone, at least 24 hours before the start of the performance. In such case, CITY will be obligated for only \$500 of the advance deposit, if any was required. Any additional advance will be refunded. If the CITY cancels due to other reasons with less than 24 hours notice, CITY will be responsible only for half of the full performance fee. Both parties may try to reschedule the performance for a mutually agreeable date.
7. **ASSIGNMENT AND PERFORMANCE.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and PERFORMERS shall not subcontract any portion of the work required by this Agreement except as authorized in writing by City or CRA.
8. CONTRACTOR 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.

9. CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.
10. Except upon express written permission of the City, CONTRACTOR may not incur obligations on behalf of, or in the name of, the City or CRA.
11. **INDEMNIFICATION OF CITY AND CRA.** CONTRACTOR shall indemnify, hold harmless and release the CITY and CRA, 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 CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of this Agreement. In the event that any action or proceeding is brought against City or CRA, by reason of any such claim or demand, CONTRACTOR shall, upon written notice from CITY and/or CRA, resist and defend such action or proceeding by counsel satisfactory to CITY and/or CRA. 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 CONTRACTOR under this Agreement may be retained by CITY and/or CRA until all of CITY'S and/or CRA'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 and/or CRA. 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 and/or CRA'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:

Desorae Giles-Smith

City Manager

CITY

5581 W. Oakland Park Boulevard

Lauderhill, FL 33313

CRA:

Sean Henderson

CRA Executive Director

5581 W. Oakland Park Boulevard

Lauderhill, FL 33313

**AGENT:**

2 Extreme Marketing and Promotions, LLC  
C/O Travis Gammage  
280 SW 8<sup>th</sup> Court  
Deerfield Beach, FL 33441

13. **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.
14. **NAME AND LIKENESS RIGHTS.** The PERFORMERS agree that the CRA and CITY may use the Performers’ name, photographs, pictures, interviews, videotaping, recording, digital images, or likenesses of any kind or medium (collectively "Images") in connection with the Event, but such use shall not be an endorsement of any product or service. The CRA and/or CITY is authorized to publish or use any Images of Performers in any medium in connection with the Event without any additional compensation or remuneration to Performers.
15. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR its officers, employees and agents, including all PERFORMERS are an independent contractors at all times under this Agreement. Services provided by CONTRACTOR, its officers, employees, agents and PERFORMERS should be subject to the supervision of CONTRACTOR. In providing the services, CONTRACTOR, its officers, employees, agents and PERFORMERS shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY and CRA. CONTRACTOR, its officers, employees, agents, PERFORMERS, 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 and CRA. 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.
16. **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.

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

18.1 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 CRA and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY or CRA records without written permission from CITY and CRA 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.

18.2 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 and CRA 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 CRA and authorized by law.

18.3 CONTRACTOR shall preserve and make available for inspection by CITY and CRA personnel, or by personnel duly authorized by CITY or CRA, 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 or CRA. Contractor shall retain all public records and transfer, at no cost, to the CITY or CRA 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 and CRA in a format that is compatible with the information technology systems of the CITY and CRA.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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

Signatures:

\_\_\_\_\_  
2 Extreme Marketing and Promotions, LLC  
Manager

Date \_\_\_\_\_

\_\_\_\_\_  
Desorae Giles-Smith  
City Manager

Date \_\_\_\_\_

\_\_\_\_\_  
Sean Henderson  
CRA Director

Date \_\_\_\_\_

EXHIBIT "A"



**INVOICE #397 DATE 9/26/2024**

**TO: City Of Lauderhill ( CRA)**

**2 Extreme Marketing**  
**280 SW 8th Court**  
**Deerfield Beach , Fl 33441 Phone: (954) 857-8802**

**SOUTH FLORIDA'S #1 MARKETING**  
**FIRM DON'T JUST BE HEARD BE SEEN LET US TAKE YOUR BUSINESS TO THE NEXT LEVEL**

	Artist Fee	Promoter Fee
Booking of the Artist <i>Shenseea</i> for The Beer BQ Festival on November 2,2024	\$48,000.00	\$4,800.00
Marketing & Promotions 5,000 Flyers and Video Promotions	\$0.00	\$0.00
Stage Management, Backstage Logistics, Run of Show with Artist	\$0.00	\$0.00
2Extreme Marketing & Promotions will be responsible for the Artist's Transportation to and from the Venue	\$0.00	\$0.00
<b>BALANCE BREAKDOWN BY ARTIST AND PROMOTER</b>	<b>\$48,000.00</b>	<b>\$4,800.00</b>
<b>Make Checks Payable to 2 Extreme Marketing &amp; Promotion Deposit of \$28800.00 Required must be paid by 9/30/2024 Balance of \$ 24000.00 due on 10/24/2024</b>	<b>Total \$52,800.00</b>	