

Booking Agent Agreement Between
CITY OF LAUDERHILL
And
OLD SKOOL GANG VENTURES, INC.

Whereas, Old Skool Gang Ventures, Inc. ("CONTRACTOR") through its Representative Paul Lewis ("AGENT") hereby expressly represents that CONTRACTOR has the knowledge, experience and capacity to secure the services of the following Performing Artists: **Melodic Vibrations, Careless Vibe, Lee Kelly and the DWHAS Band, Bahamas Junkanoo Shakers, DJ Dyzell, and Host Rodney Baltimore** (hereinafter collectively referred to as "ARTISTS") to appear and perform at the City of Lauderhill Jazzin' in the Park 2024 ("EVENT"). Which shall be an outdoor concert festival.

Whereas, the City of Lauderhill ("CITY") hereby retains the services of CONTRACTOR, to secure the exclusive appearance of ARTISTS for the West Ken Lark "Jazzin' in the Park" ("EVENT"), on Saturday, March 2nd, 2024. CONTRACTOR expressly agrees that any contract or agreement for the services of these ARTISTS to attend and perform at the City of Lauderhill EVENT is subject to the below strict terms and conditions:

1. The artists shall appear on Saturday, March 2nd, 2024 at West Ken Lark Park, 2131 N.W. 23rd Avenue, Lauderhill, FL 33311, at least one hour before their performance.
2. Artists Performances:
 - a. Artist **DJ Dyzell** will play music before, during, and after performances as needed from 3:30 p.m. to 8:00 p.m.
 - b. Host & MC **Rodney Baltimore** will keep the event on track with run of show and promote vendors, make announcements, and introduce Artists and dignitaries.
 - c. Artist **Lee Kelly and the DWHAS Band** will be performing as a Live Bands. Performance start at approximately 4:35 p.m. and will continue until approximately 5:25p.m. (50minutes)
 - d. Artists **Careless Vibe** shall be the second act and will be performing with prerecorded tracks. Performance start at approximately 5:40 pm and will continue until approximately 6:15 p.m. (35 minutes)
 - e. Artist **Melodic Vibrations** shall be the event headliner, performance start at approximately 6:30 pm and will continue until approximately 7:25 pm. (55 minutes).
3. **EXCLUSIVE ENGAGEMENT AND PAYMENT:** The ARTISTS, their agents, employees and representatives specifically agree that the agreement between the ARTISTS and the CITY via the CONTRACTOR/AGENT is an exclusive agreement. The Artists, their agents, employees and representatives specifically agree that, for a period of 30 calendar days prior to March 2nd, 2024 and 30 calendar days after, they will not engage in any musical performance events within a 90 mile radius of West Ken Lark Park, 1321 N.W.

23rd Avenue, Lauderhill, FL 33311. 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 artist acquisition, event coordination, and stage management from soundcheck through the end of the Event, the City of Lauderhill shall pay a total of Nine Thousand Seven Hundred Dollars (\$9,700.00.00). Invoice and line-up breakdown attached hereto as Exhibit "A".
5. The City of Lauderhill shall pay Four Thousand Eight Hundred Dollars (\$4,800.00) within ten (10) days of execution of this agreement and the balance of Four Thousand Nine Hundred Dollars (\$4,900.00) payable on the day of the Event.
6. **ASSIGNMENT AND PERFORMANCE.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONTRACTOR shall not subcontract any portion of the work required by this Agreement except as authorized in writing by CITY.
7. 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.
8. CONTRACTOR 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 CONTRACTOR may not incur obligations on behalf of, or in the name of, the CITY.
10. **INDEMNIFICATION OF CITY.** CONTRACTOR and ARTISTS 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 CONTRACTOR or ARTISTS, 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, by reason of any such claim or demand, CONTRACTOR 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 CONTRACTOR 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:

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

THE OLD SKOOL GANG VENTURES, INC.:

c/o 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.** CONTRACTOR and ARTISTS, its officers, employees and agents, are an independent contractor at all times under this Agreement. Services provided by CONTRACTOR and ARTISTS, its officers, employees or agents should be subject to the supervision of CONTRACTOR. In providing the services, CONTRACTOR, its officers, employees or agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. CONTRACTOR, 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. **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.

17. PUBLIC RECORDS.

17.1 Access to Public Records.

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public 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 public agency in a format that is compatible with the information technology systems of the public agency.

17.2. Protection of Trade Secrets or Other Confidential Information

(a) If the CONTRACTOR considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the CONTRACTOR must clearly designate that portion of the materials as "confidential" when submitted to the CITY.

(b) If the CITY receives a public records request for contract-related materials designated

by the CONTRACTOR as “confidential,” the CITY will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the CITY will notify the CONTRACTOR. The CONTRACTOR will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

(c) If the CITY is served with a request for discovery of contract-related materials designated “confidential,” the CITY will promptly notify the CONTRACTOR about the request. The CONTRACTOR will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The CITY will provide materials designated “confidential” only if the CONTRACTOR fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

(d) The CONTRACTOR shall protect, defend, and indemnify the CITY for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”

17.3. Retention of Records

CONTRACTOR shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-730-3011, clerk@laudershill-fl.gov, 5581 W. OAKLAND PARK BLVD. LAUDERSHILL, FL 33313.

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


Old Skool Gang Vent. Inc./Paul Lewis
13137 SW 21st Street
Miramar, Florida 33027

Date

2/24/24


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

Date

2/28/24

COMPOSITE EXHIBIT "A"



Contract Agreement & Invoice: To the City of Lauderhill Invoice # 20014

*This agreement and Invoice dated 2/7/24 between **The City of Lauderhill** on behalf of the **West Ken Lark Estates Association** and **Old Skool Gang Ventures Inc.** is to establish the necessary information to both parties, **The City of Lauderhill (Promoter)** and **Old Skool Gang Ventures Inc. (Agent and Event Entertainment Coordinator)**.*

The Coordinator is being secured to provide professional quality services and entertainment to the Promoter for the "Jazzin in the Park at West Ken Lark Park" event" on Saturday March 2nd, 2024, being held at 1321 NW 23rd Ave. in Lauderhill Florida.

The following Artists are set to perform at the designated times set forth by the city on this date.

These performances will be for a minimum amount of time as set forth by this initial agreement, unless changed at the venue or before by the city of Lauderhill Event Coordinator.

*Professional Sound and Lighting will be provided by **Robert Bucknor Sounds**.*

(Who will also supply their Agreement and Invoice)

*Artist "**Melodic Vibrations**" is our event headliner, and they will begin their performance at approximately 6:30 pm and continue for 55 minutes until 7:25 pm.*

*Artists "**Careless Vibez**" will be our second act, and they will be performing with prerecorded tracks. Their show will start at 5:40 pm, and end at 6:15 pm. (35 minutes)*

*Artist "**Lee Kelly and the DWHAS Band.**" is one of our performers and they will be performing as a Live Bands. Their show will begin at approximately 4:35 pm and will continue until 5:25pm. (50minutes)*

*Artist "**Bahamas Junkanoo Shakers** will March into the Park and perform for 20 mins towards the end of the event. 7:30 pm.*

*Our DJ **DJ Dyzell** will play music before, during, and after the performances as needed. From 3:30pm – 8pm.*

*Our Host & MC **Rodney Baltimore** of **WHQT Hot 105 Radio** will keep the flow of the event on track, as he promotes the vendors, makes announcements, and introduces the Artists and dignitaries.*

*Stage Mgmt will be covered by **Paul Lewis** and **Old Skool Gang Ventures Inc.** - from the Soundchecks and throughout the end of the event.*

All Entertainers, Artist, Host, and DJ are under the full responsibility of the Event Coordinator, including their full payment for performances and services.

Payment should be made to Agent / Coordinator as follows ...

*50% **(\$4800.00)** will be paid within 10 days after signing of agreement and the 50% balance of **(\$4900.00)** will be paid on the date of the event. Total Amount Due: **\$9700.00 Dollars**.*

*Coordinator checks will be made out to **Old Skool Gang Ventures Inc.** Tax ID# 27- 5031790*

And he will be solely responsible for paying those entities directly.

Old Skool Gang Ventures Inc will be responsible for having all Artists that we represent there in place, on time for Sound Checks and Performances as needed.

COMPOSITE EXHIBIT "A"



Old Skool Gang Ventures 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. We appreciate your patronage.

OLD SKOOL GANG VENTURES INC. PO Box 25002 Tamarac Florida 786 624-8065 plewiscol@yahoo.com

www.oldschoolgang.com/

Authorized By: Paul V Lewis 2/7/2024
Paul Lewis/Old Skool Gang Ventures Inc.

Accepted By: [Signature]
City of Lauderdale Rep / Leslie Johnson
Disorae Miles-Smith.

Date: 2/28/24

Old Skool Gang Ventures Inc./OSG Media . PO Box 25002 Tamarac Florida 33320 PH:786 624-8065