

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: **Midnight Star, Howard Hewett, Adina Howard, The Old Skool Gang, MC Rodney Baltimore and DJ DyZell** (hereinafter collectively referred to as “ARTISTS”) to appear and perform at the City of Lauderhill Jammin’ 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 City of Lauderhill EVENT, on Saturday, April 20, 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, April 20, 2024 at the Broward Central Regional Park, 3700 N.W. 11th Place, Lauderhill, FL 33311, beginning at 4:00 p.m.
2. Artists Performances:
 - a. Artist **Midnight Star** will be the opening act and shall perform for a minimum of Sixty (60) minutes.
 - b. Artist **Howard Hewett** shall perform second and shall perform for a minimum of Fifty Five (55) minutes.
 - c. Artist **The Old Skool Gang** shall perform third and shall perform for a minimum of Fifty (50) minutes.
 - d. Artist **Rodney Baltimore** shall provide services as host / Master of Ceremony.
 - e. Artist **DJ DyZell** shall provide services as Disc Jockey for the Event.
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 April 20, 2024 and 30 calendar days after, they will not engage in any musical performance events within a 90 mile radius of the Broward Central Regional Park, 3700 N.W. 11th Place, 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. The consideration contained in this Agreement includes the exclusive engagement and musical performance provided by ARTISTS, and specifically covers: the costs and expenses for the ARTISTS Acquisition and Performance, Airfare/Airline accommodations, and Artist Hospitality, Stage Management, and Event Coordination. For

all of these services the CITY shall pay a total of Ninety-Five Thousand Six Hundred Dollars (\$95,600.00).

5. This contract does not include, and the CITY will still be responsible for Professional Sound and Lighting.
6. The CITY shall a deposit of Fifty Thousand Dollars and No Cents (\$50,000.00) within ten (10) days of the execution of this Agreement. The remaining balance of Forty-Six Thousand Five Hundred Dollars and No Cents (\$46,500.00) shall be due 72 hours prior to the EVENT so that payment can be made by the AGENT to the ARTISTS on the day of the EVENT. Payment details are contained on the Technical Rider attached hereto as Exhibit "A" and incorporated herein.
7. **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.
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, the CONTRACTOR may not incur obligations on behalf of, or in the name of, the CITY.
11. **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.:

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. LAUDERHILL, 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
10211 Pines Boulevard
Pembroke Pines, Florida 33026

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

Date _____

Date _____

EXHIBIT “A”

The final numbers represent the full cost of securing the Artist's, DJ, MC, Airfare, Hotel Accommodations, Ground Transportation, Catering for both Soundcheck and Dinner, Artist's assistants, Misc (Per Diem, Wardrobe, Towels, Alcohol, etc...), Stage Management and the cost of Old Skool Gang Ventures Inc. consulting services.

Midnight Star \$35,000.00 (60 mins) 9 people

Howard Hewett \$15,000.00 (55 mins) 1 person

Adina Howard \$12,000.00 (30 mins) 3 people

O S G \$3,000.00 (50 mins or as long as needed.) 6 people

MC Host Rodney Baltimore \$500.00

DJ DyZell \$500.00 (4pm -10pm)

Airfare Appx 10 Flights (LA, CINN, DC, NY, ATL) appx \$500 each. \$5,000.00

13 Hotel Rooms 4-5 Star Hotel for 2 Nights = 26 in total Avg \$250 per Night \$6,500.00

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 people \$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 \$6,500.00 (10% of Artist Cost)

Miscellaneous Costs of Artists Hospitality. \$500.00 (Per Diem, Wardrobe, Alcohol, etc)

Stage Management Cost - covered in OSG Services.

Total Cost \$95,600.00