

Booking Agent Agreement Between
CITY OF LAUDERHILL,
LAUDERHILL COMMUNITY REDEVELOPMENT AGENCY

And

UNC LIFE Entertainment, LLC

This agreement shall be effective on the date of the last party to sign, is between the CITY, (“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 UNC LIFE ENTERTAINMENT, LLC (referred UNC LIFE or “CONTRACTOR”), located at 7310 N.W. 47th Place, Lauderhill, FL 33319.

Whereas, Unc Life Entertainment, LLC, hereby expressly represents that it has the knowledge, experience and capacity to secure the services of the following Performing Artists: Marvin Dixon, Bill Bellamy, Adele Givens, and Kiana Dancie to be determined (Collectively Artists) to appear and perform at Lauderhill Live in the Lauderhill Performing Arts Center (“LPAC”) located at 3800 NW 11th Place, Lauderhill, FL 33311 on Saturday, September 28, 2024 from 8:00 p.m. – 11:00 p.m.

Whereas, UNCLIFE Entertainment, LLC, has represented that it has the resources, staff, experience and capacity to manage the presentation of the Artist and other entertainers.

Whereas, the CITY and CRA hereby retains the services of UNC LIFE to secure the exclusive appearance of the Artists and stage management for the Lauderhill Live on Saturday, September 28, 2024.

Now therefore, UNC LIFE expressly agrees that any contract or agreement for the services of these Artist to attend and perform at Lauderhill Live on September 28, 2024 is subject to the below strict terms and conditions:

1. All Artists shall appear on Saturday, September 28, 2024 (“Event”) at the Lauderhill Performing Arts Center located on 3800 NW 11th Place, Lauderhill, FL 33311, at least one hour before their performance.
2. Comedic Performances:
 - a. Artist **Marvin Dixon (Host)**
 - b. Artist **Bill Bellamy**
 - c. Artist **Adele Givens**
 - d. Artist **Kiana Dancie**

3. UNC LIFE will provide services to include the coordination, direction, stage management, hosting, production and consulting during the Event to be held on September 28, 2024.
4. **EXCLUSIVE ENGAGEMENT AND PAYMENT:** The Artists, their agents, employees and representatives specifically agree that the agreement between the Artists and the CITY and the Lauderhill CRA, via UNC LIFE Entertainment, LLC is an exclusive agreement. The Artists their agents, employees and representatives specifically agree that, for a period of 60 calendar days prior to September 28, 2024, and 30 calendar days after, Artists will not engage in any musical performance events within a 90-mile radius of the Lauderhill Performing Arts Center, 3800 NW 11th Place, 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 shall receive a full refund of all funds paid for a violation or breach of this agreement.
5. In consideration for the exclusive engagement and performance provided by Artists, through the agreement with UNC LIFE, booking, and stage management, the CITY shall pay a total of Fifty Five Thousand Five Hundred Dollars and No Cents (\$55,500.00) that includes all fees, as attached to this Agreement as Exhibit A.
6. The CITY shall pay Thirty Thousand Seven Hundred Fifty Dollars and No Cents (\$30,750.00.) upon CRA Board approval the of this agreement and the balance of Twenty Four Thousand Two Hundred Fifty Dollars and No cents (\$24,250.00) will be paid no later than September 24, 2024.
7. **PROFIT SHARING:**
UNC LIFE shall receive 25% of net proceeds after all expenses are paid.
8. **CANCELLATIONS.** CRA can cancel a performance for any other reason by speaking on the phone to the CONTRACTOR signed below, or by e-mail to the provided e-mail address below if the CONTRACTOR cannot be reached by phone, at least twenty-four (24) hours before the date of the event. In such case, the CRA will be obligated for only \$500 of the advance deposit, if any was required. Any additional advance deposit will be fully refunded to the CRA. If the CRA cancels due to other reasons with less than twenty-four (24) hours notice, the CRA will be responsible only for half of the full performance fee. Both parties shall try to reschedule the performance for a mutually agreeable date.
9. **ASSIGNMENT AND PERFORMANCE.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and PERFORMER shall not subcontract any portion of the work required by this Agreement except as authorized in writing by City or CRA.
10. UNC LIFE 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.

11. UNC LIFE shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.
12. Except upon express written permission of the City, UNC LIFE may not incur obligations on behalf of, or in the name of, the City or CRA.
13. **INDEMNIFICATION OF CITY.** UNC LIFE 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 UNC LIFE and other persons employed or utilized by UNC LIFE 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, UNC LIFE 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 UNC LIFE 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.
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:

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:
UNC LIFE Entertainment, LLC
C/O Cormic Priester
7310 NW 47th Place
Lauderhill, FL 33319
Unclifentertainment51@gmail.com
754-204-5671

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. **NAME AND LIKENESS RIGHTS.** The PERFORMER(S) agree that the CRA and CITY may use the PERFORMER's 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 PERFORMER in any medium in connection with the Event without any additional compensation or remuneration to PERFORMER(s).
17. **INDEPENDENT CONTRACTOR STATUS.** UNC LIFE its officers, employees and agents, including all PERFORMERS are an independent contractors at all times under this Agreement. Services provided by UNC LIFE, its officers, employees, agents and PERFORMERS should be subject to the supervision of UNC LIFE. In providing the services, UNC LIFE, 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. UNC LIFE, 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.
18. **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.

19. **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.

19.1 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.

19.2 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.

19.3 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.

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

Signatures:

UNC LIFE Entertainment, LLC
President

Date _____

Desorae Giles-Smith
City Manager

Date _____

Sean Henderson
CRA Director

Date _____