

**ARTIST AGREEMENT**

**THIS AGREEMENT** is entered into effective this 13 day of April, 2015, by and between Margaret Ealum d/b/a Music by Pegge, LLC, whose address is 23881 Crescent Parke Ct., Fernandina Beach, FL 32034, an individual acting as the agent and authorized representative of **Mama Blue** (the "Artist"), and the CITY OF JACKSONVILLE, a Florida municipal corporation (hereinafter the "City" or the "Purchaser"), whose business address is 117 West Duval Street, Suite 280, Jacksonville, Florida 32202, on behalf of the Office of Special Events.

**WHEREAS**, City organizes, hosts and owns all rights to the 2015 Jacksonville Jazz Festival (the "Event") to be held in Jacksonville, Florida on May 21-24, 2015; and

**WHEREAS**, Artist desires to appear and perform at the Event pursuant to this Agreement; and

**WHEREAS**, there are certain contractual provisions that are required in contracts to which the City is a party by state or local laws;

**NOW THEREFORE**, in consideration of this Agreement and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties agree as follows:

1. The above stated recitals are accurate, true and correct and, by this reference, are made a part hereof and are incorporated herein.

**Performance Date:** Friday, May 22, 2015  
**Performance Time:** 5:00 p.m. – 6:30 p.m. (subject to change)  
**Performance Stage:** The Jacksonville Landing—Breezin' Stage (subject to change)

2. **Compensation.** Artist shall receive \$500.00.
3. **Set length.** Artist shall perform a 90 minute set.
4. **Payment.** All payments will be made via government check at time of performance, and after receipt by City of executed agreement, W-9 and Release of Liability forms signed by all performers.
5. **Billing.** Festival Billing will be used. Artist will have 100% control on its performance only. Artist will not approve additional acts. Purchaser has the right to secure all festival sponsors without prior approval.
6. **Hospitality.** Exacts will not be met; only Festival catering will be available in dressing room and common areas; to be advanced. Smoking is not permitted in dressing room. Alcohol will not be provided. No bus food will be provided.
7. **Merchandise.** All artists on bill have the right to sell merchandise. Artist may sell merchandise; 25% of merchandise gross receipts and 10% of CD gross receipts must be paid to Purchaser. Purchaser must be notified by the Wednesday prior to performance date if Artist will be selling. Contact **Teneese Williams**, [TeneeseW@coj.net](mailto:TeneeseW@coj.net) or (904) 630-3690.
8. **Production.** All production, technical, backline requirements to be advanced with **George Perley** at AEG Live at (561) 889-2617 or [gperley@aeglive.com](mailto:gperley@aeglive.com). Minimal backline will be provided by purchaser. Exacts will not be met.



## ADDITIONAL TERMS AND CONDITIONS

- **Marketing.** All media and promotions for Festival will be coordinated through **Torey Vogel** at the City of Jacksonville Office of Special Events, (904) 630-3690 or [ToreyR@coj.net](mailto:ToreyR@coj.net). Artist will not have prior approval.
- **Audio & Visual Recording.** City photographer, live feed into any VIP area, and local news coverage will be permitted. Purchaser will endeavor to comply with any additional Artist requirements as long as they are provided in writing 14 days prior to performance. Notify **Torey Vogel** at the City of Jacksonville Office of Special Events, (904) 630-3690 or [ToreyR@coj.net](mailto:ToreyR@coj.net). Purchaser shall take reasonable precautions to ban unpermitted recordings/photos; however, in no event shall the occurrence of these events permit Artist to cancel performance of the engagement.
- **Dressing Rooms.** One dressing room will be available for a limited time only. No separate green room or lounges available.
- **Purchaser Breach.** In the event of any alleged breach of this Agreement by City, Artist shall provide written notice to Purchaser and allowing Purchaser a reasonable opportunity to cure said breach.
- **Rain or Shine.** Artist and Purchaser must mutually agree if performance will be cancelled or postponed due to inclement weather.
- **Ground Transportation & Parking.** Artist must provide their own ground transportation. If parking is required, contact **Teneese Williams** with the City of Jacksonville Office of Special Events at (904) 630-3690 or [TeneeseW@coj.net](mailto:TeneeseW@coj.net) to coordinate needs.
- **Meet and Greet and autograph sessions.** Offer to include that any and all meet and greets will be coordinated through **Torey Vogel** at the City of Jacksonville Office of Special Events, (904) 630-3690 or [ToreyR@coj.net](mailto:ToreyR@coj.net).

## LEGAL REQUIREMENTS:

1. **Entire Agreement:** This Agreement expresses and contains the entire Agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

2. **Maximum Indebtedness:** The maximum indebtedness of City for all fees, reimbursable items or other cost, for the services provided by Artist pursuant to this Agreement shall not exceed the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for the term of this Agreement.

3. **Taxes, Royalties.** Any royalty fees, BMI, ASCAP, SECAC, AGVA or union dues which may be required in addition to the compensation for Artist's services in connection with this Agreement

OFFICE OF SPECIAL EVENTS – SPORTS & ENTERTAINMENT

117 W. Duval St., Ste. 280 | Jacksonville, FL 32202 | Phone: 904.630.3690 | Fax: 904.630.4744 | [www.coj.net](http://www.coj.net)



are the responsibility of Artist and not the City. Artist acknowledges and agrees that City will issue to it a Form 1099 in connection with the payment provided under this Agreement. Artist shall be solely responsible for the payment of any and all taxes due as a result of the payments received by it under this Agreement.

4. Damages Limitation. In no event shall City be liable for consequential, incidental or special damages, including without limitation any delay damages, lost opportunity damages or lost profits, incurred by Artist and/or its affiliates, subcontractors, agents or employees in connection with this Agreement.

5. Cancellation of Agreement. Either party may cancel this Agreement in writing no later than thirty (30) days prior to date of performance, without penalty, in which event Artist must return all deposit monies to Purchaser. This Agreement may be cancelled at any time by mutual written agreement of the parties. Purchaser shall have sole authority to postpone or cancel performance due to inclement weather. City shall have the right to cancel this Agreement without liability of any kind in the event Artist, prior to the performance, is charged with or commits a crime or act of moral turpitude such that City, in its sole discretion, would be exposed to public embarrassment or ridicule for hosting Artist's performance. In the even the Artist is not ready to perform at curtain time, or if (a) any performing personnel are not present, or (b) if the Artist arrives at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, then Artist shall be deemed to have committed a material breach of this Agreement and City shall have the absolute right in its sole discretion to cancel the performance and to refuse payment accordingly.

6. Force Majeure. Neither Artist nor City shall be liable for failure to appear or perform its obligations under this Agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil lawsuit, inclement weather, strike, epidemic, or any other legitimate cause beyond the control of Artist and City.

7. Choice of Law/Venue: Venue for any action arising under this Agreement is exclusively in Duval County, Florida, and the laws of Florida and the ordinances of the City of Jacksonville shall govern this contract.

8. Indemnification. Please see Exhibit "A" attached hereto and incorporated herein by reference for the indemnification requirements of Artist, which shall survive the termination of this Agreement.

9. Release of Liability. Please see Exhibit "B" attached hereto for the Release and Waiver of Liability that must be signed by each performer in connection with this Agreement.

10. Independent Contractor. Each party shall perform services hereunder only as independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship or status. This Agreement shall not constitute, create or in any way, be interpreted a joint venture, partnership or formal business organization of any kind among any of the parties. Artist shall be responsible for all taxes in connection with any payments made in connection with this Agreement.

11. Assignment. Neither party may assign this Agreement without the written consent of the other party.

12. Time is of the Essence. Artist acknowledges and agrees that time is of the essence in regard to its performance under this Agreement.

13. Authority. The representative who is executing this Agreement on behalf of Artist(s) hereby warrants and represents that he/she is an authorized agent of Artist and has the full power and authority to bind Artist(s) on whose behalf he/she is executing this Agreement and acknowledges that he/she is making this representation and warranty with the understanding that City is relying thereon.

14. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

15. Miscellaneous: This Agreement may be executed in counterpart and facsimile signature, the counterpart and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement. This Agreement may not be amended except by a writing signed by the parties hereto.

ARTIST:  
By [Signature]  
Print Name: Page Eatum

WITNESSES:  
By [Signature]  
Print Name: Ernie Eatum

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST:

CITY OF JACKSONVILLE, a Florida  
municipal corporation

By [Signature]  
James R. McCain, Jr.  
Corporation Secretary



By [Signature]  
Tonisha Gaines  
Per Executive Order No.: 2012-02

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance  
City Contract Number: \_\_\_\_\_

Form Approved:

[Signature]  
Office of General Counsel

Procurement Award # \_\_\_\_\_

Encumbrance and funding information for internal City use:

Account. PRSE134SE-04904 or SPET01ASE-04938

Amount. \$ 500.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued check request(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent check request[s], as specified in said Contract.



Director of Finance

City Contract # 9894-75

*RB*





## EXHIBIT A

### Indemnification Requirements of Artist

Artist and its subsidiaries (collectively the “Indemnifying Parties”), shall (and shall require all sub-contractors of any tier to) hold harmless, indemnify, and defend City and City’s members, officers, officials, employees and agents (collectively the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney’s fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

(a) General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties’ performance of the Contract Documents, operations, services or work performed hereunder (collectively, the “Services”); and

(b) Violation of Laws Liability, arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(c) Breach of Representations, Warranties and Obligations, arising directly or indirectly out of any breach of any representation, warranty, covenant or obligation set forth in the Agreement or made by the Indemnifying Parties in connection with the Agreement or in any certificate, document, writing or other instrument delivered by the Indemnifying Party; and

(d) to the extent the Contract Documents contemplate intellectual property exposures, Intellectual Property Liability, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement, and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to City, so that the Service or product is non-infringing.

**The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract Documents or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract Documents. In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect and any term which**



**offends Section 725.06 or 725.08 of the Florida Statutes may, subject to the sole discretion of the Indemnified Party, be modified to comply with said statutes.**

If an Indemnified Party exercises its rights under this Agreement, the Indemnified Party will (1) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests.





**EXHIBIT B**

**Release of Liability- Jacksonville Jazz Festival**

I Ernie Ealum (print name of each individual who will be participating), and my assignees, executors, administrators, heirs and successors, do hereby agree to release, hold harmless, and forever discharge from any liability, the City of Jacksonville, Florida, as well as its officers agents and employees, for any claims, demands, causes of actions, judgments (including costs and expenses) or liability arising directly or indirectly from damages, bodily injury or death that I might sustain as a result of my voluntary participation in the 2015 Jacksonville Jazz Festival (the "Event").

I, the undersigned, do hereby acknowledge and understand that there are risks inherent in my participation in the Event, and I assume all risks inherent therein and I agree to accept all responsibility for any injuries sustained by me as a result of my participation.

I fully understand and acknowledge that by executing this release I, together with my assignees, executors, administrators, heirs and successors, forever discharge any claims for liability or negligence against the City of Jacksonville, as well as its officers agents and employees, for damages, bodily injury or death that I might sustain as a result of my voluntary participation in the Event and any such claims will be forever barred.

I further acknowledge and understand that my participation in the Event is entirely voluntary and not something I am required to do. I further acknowledge that during my participation in the Event that I will not be acting in the course and scope of employment with the City of Jacksonville but that I am participating on my own time.

I have fully read and understand the aforementioned release or liability and agree to its terms. All terms of this agreement are contained herein and there are no other terms to this agreement.

(signature of participant)

5/1/15  
Date

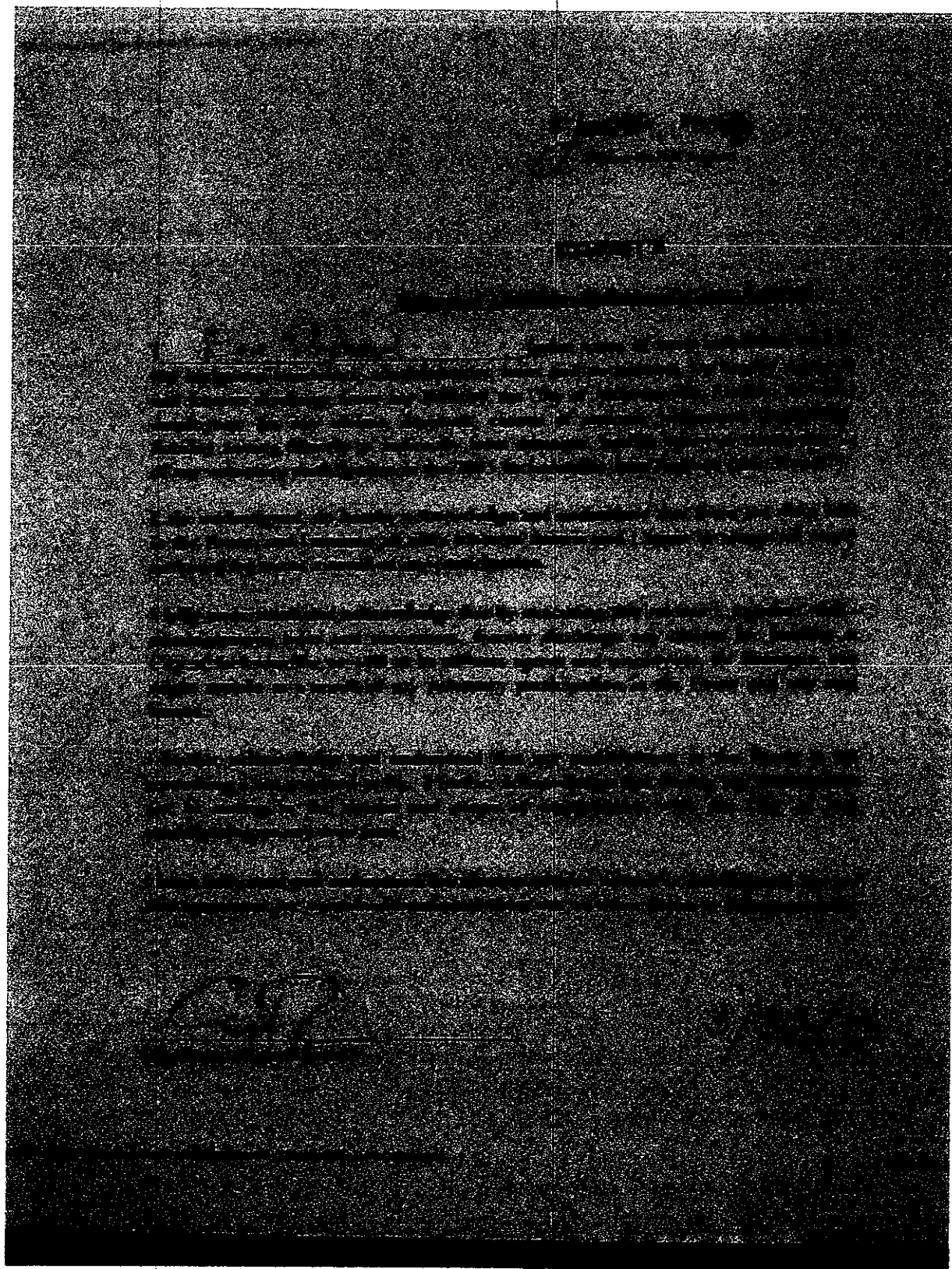
Ernie Ealum

(print name)

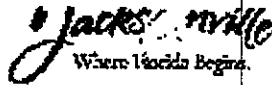
Mania Blue

(print band/group name)









**EXHIBIT B**

**Release of Liability- Jacksonville Jazz Festival**

Rick Kirkland (print name of each individual who will be participating), and my assignees, executors, administrators, heirs and successors, do hereby agree to release, hold harmless, and forever discharge from any liability, the City of Jacksonville, Florida, as well as its officers agents and employees, for any claims, demands, causes of actions, judgments (including costs and expenses) or liability arising directly or indirectly from damages, bodily injury or death that I might sustain as a result of my voluntary participation in the 2015 Jacksonville Jazz Festival (the "Event").

I, the undersigned, do hereby acknowledge and understand that there are risks inherent in my participation in the Event, and I assume all risks inherent therein and I agree to accept all responsibility for any injuries sustained by me as a result of my participation.

I fully understand and acknowledge that by executing this release I, together with my assignees, executors, administrators, heirs and successors, forever discharge any claims for liability or negligence against the City of Jacksonville, as well as its officers agents and employees, for damages, bodily injury or death that I might sustain as a result of my voluntary participation in the Event and any such claims will be forever barred.

I further acknowledge and understand that my participation in the Event is entirely voluntary and not something I am required to do. I further acknowledge that during my participation in the Event that I will not be acting in the course and scope of employment with the City of Jacksonville but that I am participating on my own time.

I have fully read and understand the aforementioned release or liability and agree to its terms. All terms of this agreement are contained herein and there are no other terms to this agreement.

[Handwritten Signature]

(signature of participant)

5/6/15  
Date

Rick Kirkland  
(print name)

Mama Blue  
(print band/group name)



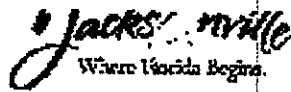


EXHIBIT B

Release of Liability- Jacksonville Jazz Festival

I Mike Spottswood (print name of each individual who will be participating), and my assignees, executors, administrators, heirs and successors, do hereby agree to release, hold harmless, and forever discharge from any liability, the City of Jacksonville, Florida, as well as its officers agents and employees, for any claims, demands, causes of actions, judgments (including costs and expenses) or liability arising directly or indirectly from damages, bodily injury or death that I might sustain as a result of my voluntary participation in the 2015 Jacksonville Jazz Festival (the "Event").

I, the undersigned, do hereby acknowledge and understand that there are risks inherent in my participation in the Event, and I assume all risks inherent therein and I agree to accept all responsibility for any injuries sustained by me as a result of my participation.

I fully understand and acknowledge that by executing this release I, together with my assignees, executors, administrators, heirs and successors, forever discharge any claims for liability or negligence against the City of Jacksonville, as well as its officers agents and employees, for damages, bodily injury or death that I might sustain as a result of my voluntary participation in the Event and any such claims will be forever barred.

I further acknowledge and understand that my participation in the Event is entirely voluntary and not something I am required to do. I further acknowledge that during my participation in the Event that I will not be acting in the course and scope of employment with the City of Jacksonville but that I am participating on my own time.

I have fully read and understand the aforementioned release or liability and agree to its terms. All terms of this agreement are contained herein and there are no other terms to this agreement.

[Signature]  
(signature of participant)

5/14/15  
Date

Mike Spottswood  
(print name)

Mama Blue  
(print band/group name)

