



RHEMA MUSIC & CLOTHING CO.

219 E. ASPEN AVE.

FRUITA, CO 81521

(970) 858-7675

PERSONAL SERVICE CONTRACT FOR MIKE THE HEADLESS CHICKEN FESTIVAL

This personal service contract is made and entered into by **City of Fruita** herein known as “**BUYER**” with a mailing address of 325 e. Aspen Ave. Fruita, Co., and James Williams (dba Rhema Music & Clothing Co.) herein known as the “**CONTRACTOR**” with a mailing address of 219 E. Aspen Ave., Fruita, CO.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the parties.

TERMS:

This contract is for talent buying & production services for **Mike the Headless Chicken Festival**, which takes place at Civic Center Park in downtown Fruita the last weekend of May and/or first week of June. The contract shall be for a two (2) year period effective January 2, 2024 and ending on December 31, 2025. The City, at its sole option, may extend the contract, under the original terms and conditions, for up to two separate two-year extensions for a total extension period of four years.

DELIVERABLES:

The Contractor will select bands to complete the lineup for the weekend

The Contractor will contract with all necessary personnel to produce the event. All terms and conditions will be directly connected to the Contractor and not the Buyer.

The Contractor will provide all production equipment within the budget provided by the Buyer.

The Contractor will obtain and coordinate all stagehands, equipment operators, and other necessary production staff for each band as necessary.

The Contractor will work within the designated budget of \$23,000 per year which will be inclusive of the promoter’s fees, artist’s fees, production costs and all other necessary expenses in direct relation to concert execution including hospitality, rider fulfillment, lodging or transportation expenses for the artists.

The Contractor agrees to submit the festival schedule for the 2024 event to the BUYER no later than 3/15/24. The schedule for the 2025 event will be due 3/14/25.

The Contractor shall ensure bands arrive at the appropriate time and perform throughout the entirety of the provided schedule they are contracted to perform.

The Contractor will be responsible to provide a suitable replacement upon any performer's cancellation or inability to appear/perform.

The Contractor shall ensure band and any other contracted service receive their compensation checks at the conclusion of the event. The Contractor is solely responsible for ensuring the band, production crew, labor and all other contracted work related to this event is paid by the Contractor out of the amounts received because of this Agreement.

The Contractor will not incur any additional expense or debt on behalf of the Buyer without written authorization from the Buyer

COMPENSATION:

The Buyer & The Contractor agree that the budget for all services related to this matter shall be no less than \$23,000 per year (2025 budget tbd). This includes but is not limited to, band fees, production, sound, lights, etc.

Entertainment (2 Acts Friday, 3 Acts Saturday) – 50-65%
Production/Hospitality (Sound / Light / Back Line Equipment / Sound Engineer & Crew / Rooms / Meals / Artist Rider Items) – 25-30%
Booking Fee 10-15%

*2025 budget may increase and will be adjusted accordingly

The Buyer agrees to secure the services of the Contractor by paying the non-refundable deposit of \$10,000 of the agreed upon fee of \$23,000 no later than Monday January 15th, 2024, with the remaining \$13,000 of the 2024 budget due no later than Wednesday May 29th, 2024. The 2025 series payment schedule will have the same process, with a deposit due date of Monday January 13th, 2025 & remaining balance due Wednesday 28th, 2025.

Rhema Music & Clothing Co. logos shall also appear on any/all printed advertisements and/or social media advertising. All publicity, advertising, promotion, and media contact will be provided by Buyer.

BUYER:

Signature _____ Date _____

Printed _____ Title _____

CONTRACTOR:

James Williams

James Williams

Owner

Date 12/12/23

Rhema Music & Clothing Co.



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219 E. ASPEN AVE.

FRUITA, CO 81521

(970) 858-7675

PERSONAL SERVICE CONTRACT FOR FRUITA THURSDAY NIGHT CONCERT SERIES

This personal service contract is made and entered into by **City of Fruita** herein known as “**BUYER**” with a mailing address of 325 e. Aspen Ave. Fruita, Co., and James Williams (dba Rhema Music & Clothing Co.) herein known as the “**CONTRACTOR**” with a mailing address of 219 E. Aspen Ave., Fruita, CO.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the parties.

TERMS:

This contract is for talent buying & production services for **Thursday Night Concerts in the Park**, which are held at Civic Center Park in downtown Fruita for 10 weeks starting the first week of June through the second week of August. The contract shall be for a two (2) year period effective January 2, 2024 and ending on December 31, 2025. The City, at its sole option, may extend the contract, under the original terms and conditions, for up to two separate two-year extensions for a total extension period of four years.

DELIVERABLES:

The Contractor will select bands for each weekly performance

The Contractor will contract with all necessary personnel to produce the event(s). All terms and conditions will be directly connected to the Contractor and not the Buyer.

The Contractor will provide all production equipment within the budget provided by the Buyer.

The Contractor will obtain and coordinate all stagehands, equipment operators, and other necessary production staff for each band as necessary.

The Contractor will work within the designated budget of \$15,000 per year which will be inclusive of the promoter’s fees, artist’s fees, production costs and all other necessary expenses in direct relation to concert execution including hospitality, rider fulfillment, lodging or transportation expenses for the artists.

The Contractor agrees to submit a suitable series schedule to the BUYER no later than 3/15/24.

The Contractor shall ensure bands arrive at the appropriate time and perform throughout the entirety of the provided schedule they are contracted to perform.

The Contractor will be responsible to provide a suitable replacement upon any performer's cancellation or inability to appear/perform.

The Contractor shall ensure band and any other contracted service receive their compensation checks at the conclusion of the event. The Contractor is solely responsible for ensuring the band, production crew, labor and all other contracted work related to this event is paid by the Contractor out of the amounts received because of this Agreement.

The Contractor will not incur any additional expense or debt on behalf of the Buyer without written authorization from the Buyer

No representative from Rhema Music & Clothing Co. is required to be on site at said events but James Williams (owner) will make himself available via text or phone call (970.858.7675) during each event in the case of necessary consultation or any/all issues arising from any entertainer's appearance.

COMPENSATION:

The Buyer & The Contractor agree that the budget for all services related to this matter will not exceed \$15,000 per year. This includes but not limited to, band fees, production, sound, lights, etc.

Entertainment – 50-65%

Production/Hospitality (Sound / Light / Back Line Equipment / Sound Engineer & Crew / Rooms

Meals / Artist Rider Items) – 25-30%

Booking Fee 10-15%

*2025 budget may increase and will be adjusted accordingly

The Buyer agrees to secure the services of the Contractor by paying the non-refundable deposit of \$7,500 of the agreed upon fee of \$15,000 no later than Monday January 15th, 2024, with the remaining \$7,500 of the 2024 budget due no later than Wednesday June 5th, 2024. The 2025 series payment schedule will have the same process, with a deposit due date of Monday January 13th, 2025 & remaining balance due Wednesday June 11th, 2025

Rhema Music & Clothing Co. logos shall also appear on any/all printed advertisements and/or social media advertising. All publicity, advertising, promotion, and media contact will be provided by Buyer.

BUYER:

Signature _____ Date _____

Printed _____ Title _____

CONTRACTOR:

James Williams

James Williams

Owner

Date 12/12/23