

RESOLUTION NO. 2022-174

RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT WITH DAMON MARKS, LLC AND
ULTRA ARTIST, LLC TO PROVIDE A SUMMER
CONCERT AT GIAMPIETRO PARK.

WHEREAS, the City of Vineland typically provides free summer concerts, for the entertainment and enjoyment of its residents;

WHEREAS, Ultra Artist, LLC has agreed to provide a Frontiers (Journey Tribute) concert by Damon Marks, LLC consisting of two, sixty minutes sets, beginning at 7:00 pm. on August 13, 2022 at Giampietro Park for \$3,500.00.

NOW THEREFOR, BE IT RESOLVED, that the Mayor of the City of Vineland is authorized to execute, in the form attached to this Resolution, an Agreement, engaging Ultra Artist, LLC and Damon Marks, LLC to provide a Frontiers (Journey Tribute) concert by Damon Marks, LLC consisting of two, sixty minutes sets, beginning at 7:00 pm. on August 13, 2022 at Giampietro Park for \$3,500.00.

Adopted:

President of Council

ATTEST:

City Clerk



Engagement Contract

This agreement, made and entered into on March 21, 2022 between the undersigned Purchaser of Music and/or Entertainment **CITY OF VINELAND** (hereinafter called the Buyer) and **ULTRA ARTISTS LLC** and the undersigned Entertainer(s) and/or Musician(s).

WHEREAS, the undersigned Entertainer(s) and/or Musician(s) are also desirous of performing musical and/or entertainment services for the undersigned Buyer, NOW THEREFORE, it is mutually agreed as follows:

The Buyer employs the personal services of undersigned Entertainer(s) and/or Musician(s) severally and the Entertainer(s) and/or Musician(s) severally through their representative, namely Ultra Artists, agree to render collectively to the Buyer services as Entertainer(s) and/or Musician(s) according to the following terms and conditions:

- 1) Name/Address of place of engagement: Giampietro Park
3231 East Landis Avenue, Vineland, NJ 08361
- 2) Name of Entertainer(s): Frontiers (Journey Tribute)
- 3) Date(s) of Engagement: Saturday, August 13, 2022
- 4) Hours of Engagement: 7:00 pm / 2 (two) 60-minute sets
- 5) Price Agreed Upon: \$3,500.00 (Three Thousand Five Hundred USD)
- 6) All payments shall be made by certified check, bank check or cash as follows:
 - (a) Non-Refundable Deposit Payment of \$0.00 shall be paid by the Buyer in the name of Damon Marks LLC and returned with the signed contract within 14 days.
 - (b) Balance of \$3,500.00 shall be paid to the Entertainer(s) and/or Musician(s) in the name of Damon Marks LLC prior to performance.

- 1 The Entertainer(s) and/or Musician(s) obligations hereunder are subject to prevention by sickness, inability to perform, accident, accident by means of transportation, Acts of God, riots, epidemics and any public authority ordered "State of Emergency" or other cause beyond the Entertainer(s) and/or Musician(s) control.
- 2 The Entertainer(s) and/or Musician(s) or their leaders or representatives shall have the right to change upon reasonable notice, and the prior written consent of the City of Vineland, the performing personnel.
- 3 No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, by the City of Vineland, in the absence of a specific written agreement with the Entertainer(s) and/or Musician(s) or their representative relating to and permitting such recording, reproduction or transmission. Any licensing requirements for live music/video to perform at the venue are the sole responsibility of the Buyer.
- 4 The Entertainer(s) and/or Musician(s) shall have the sole and exclusive control over the production, presentation and performance of the engagement including but not limited to the details, means and methods of the performances of the performing Entertainer(s) and/or Musician(s) hereunder, provided that the performance is reasonably consistent with prior performances of Frontier's Journey Tribute.
- 5 All persons executing this agreement on the behalf of the City of Vineland, Ultra Artist, LLC and Entertainers, warrant their authority to do so.
- 6 In the event the Buyer breaches this agreement, Buyer shall pay the Entertainer(s) and/or Musician(s) in addition to the damages. Cancellation due to COVID-19 government imposed restrictions preventing performance is not considered breach of contract.

- 7 This Agreement has been executed, delivered, and accepted in the State of New Jersey. This Agreement shall be governed, construed and interpreted in all respects in accordance with the laws of the State of New Jersey. The Superior Court of the State of New Jersey, in the County of Cumberland, shall have sole and exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement, enforcement of this Agreement, or any other matter arising therefrom. The parties hereby expressly submit, and consent, in advance, to such jurisdiction in any action or proceeding commenced by either party in such Court and expressly waives any right that may otherwise exist to a trial by jury.
- 8 This agreement may not be changed, modified or altered except when in writing and signed by both parties.
- 9 Nothing in this agreement shall require the commission of any act contrary to law and wherever or whenever there is any conflict between any provision of this agreement and any such law, such law shall prevail and this agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
- 10 This constitutes the sole, complete and binding agreement between the parties hereto. Ultra Artists, LLC acts only as agent for the Entertainer(s) and/or Musician(s) and assumes no liability hereunder.
- 11 The Entertainer(s) and/or Musician(s) agree that all return engagements booked within 18 months of date of engagement shall be booked through Ultra Artists, LLC at regular agency commission.

SPECIAL PROVISIONS

BUYER PROVIDES DRESSING ROOM, 6 (SIX) PARKING SPACES, BOTTLED WATER PLUS FOUR 20-AMP LINES.
BAND PROVIDES SOUND AND LIGHTS.

BUYER TO NOTIFY BAND BY 11:00 AM DAY OF SHOW IF EVENT IS TO BE CANCELLED DUE TO INCLEMENT WEATHER.
ARTIST WILL WORK WITH BUYER TO FIND A MUTUALLY-AGREEABLE DATE TO RESCHEDULE A RAIN DATE IN 2022.

CITY OF VINELAND
Print Buyer's Name

Damon Marks LLC
Print Entertainer(s) Representative's Name

Signature of Buyer
640 East Wood Street, Vineland, NJ 08360 Buyer's
Address
856-285-4973

Signature of Entertainer(s) Representative 6
Mulberry Drive, Manalapan NJ 07726
Entertainer(s) Representative Home Address
908-922-6781

Ultra Artist, LLC

Richard Goldberg, LLC
Phone: _____

SIGN AND RETURN TO ULTRA ARTISTS AT GANN@ULTRAARTISTS.COM

CHECKS PAYABLE TO: Damon Marks LLC

ADDENDUM TO ENGAGEMENT LETTER

THIS ADDENDUM, made on the ___ day of _____, 2022, between the City of Vineland, Damon Marks, LLC and/or Ultra Artist, LLC;

WHEREAS, the Damon Marks, LLC and Ultra Artist, LLC have agreed to provide a musical concert by Frontiers (Journey Tribute) on August 13, 2022, involving two 60 minute sets beginning at 7:00 pm., at the Giampieto Park, in the City of Vineland, for the sum of \$3,500.00;

WHEREAS, the City of Vineland has requested Damon Marks, LLC and/or Ultra Artist, LLC, to provide a certificate of insurance which identifies the City of Vineland as an additional named insured in connection with any liability arising out of the concert(s);

WHEREAS, Damon Marks, LLC and/or Ultra Artist, LLC have agreed to provide the City of Vineland with a certificate of insurance, in an amount of \$1,000,000.00 evidencing that the City of Vineland is an additional named insured in connection with any liability arising out of the concert;

NOW THEREFORE, the parties agree to amend the Engagement Letter to provide as follows:

Either Damon Marks, LLC and/or Ultra Artist, LLC, as appropriate, shall provide, at least 30 days prior to the concert, a certificate of insurance, evidencing that the appropriate party has coverage under a general liability policy insurance in an amount of not less than \$1,000,000.00 covering any liability arising out of the concert, and naming the City of Vineland as an additional insured under the policy.

In the event the required certificate of insurance is not timely provided to the City of Vineland, the City may cancel the concert, and receive a full refund of any deposit it may have made.

CITY OF VINELAND

Anthony Fanucci, Mayor

DAMON MARKS, LLC

Damon Marks

Damon Marks

ULTR ARTIST, LLC

Richard Goldberg, CEO

Richard Goldberg, CEO