



Northville DDA

“Friday/Saturday Concerts”

Over the past 2 years, the Northville DDA and JAG Entertainment have partnered to create a one-of-a-kind atmosphere in downtown Northville. In 2020 the traditional concert series was not possible however something was needed to help keep the business community economically viable. In talking with the DDA, considering their goals and other programs such as the Twist, JAG Entertainment created a concert program that what would bring atmosphere to the downtown area.

In our opinion the Friday and Saturday night music events have been very successful. It has featured local talent along with regional artists from as far away as Lansing. Looking ahead at 2023, it is time to make changes to the program once again. Many visitors have requested a return to the traditional concerts.

2023 Proposed concert program.

The 2023 concert program will include a mix of Solo/Duo acts, consistent with the current program, along with a few larger Town Square concerts.

The Street concerts will continue to be on Friday and Saturday nights between 7 and 9pm on Mainstreet and Center Street. The music will be consistent with past years featuring artist from around the area. Music like this is common in bars and restaurants but unique in the streets of Northville, as it encourages people to come and enjoy all the city has to offer and creates a positive atmosphere throughout the downtown.

In 2020 the long-time running concert series had to be canceled due to covid. We are looking forward to the return of this series to complement and offer an alternative to the Acoustic Street Concerts. These concerts will be held from 7 to 9:00pm, twice a month. We believe that Saturday nights would be the best choice for the concerts.

With this budget, these concerts could feature groups such as, Sean Riley band, Power Play Detroit and Itchycoo Park, for example. Groups like this are generally known throughout the Metro Detroit area, and should attract many fans to the downtown.



Acoustic Concert dates

June 2nd, 3rd, 9th, 16th, 17th, 23rd and 30th

July 1st, 7th, 8th, 14th, 21st, 22nd, and 28th

August 4th, 5th, 11th, 18th, 19th, and 25th

September 1st, 2nd, 8th, 15th, 16th, 22nd, 29th and 30th

Concert in Town Square dates

June 10th, and 24th

July 15th, and 29th

August 12th, and 26th

September 9th, and 23rd

Included Services:

- Schedule creation
- Artist, Booking and Contracting
- Equipment rental
Sound/lighting
- Delivery
- On site labor.
Setup/operation/teardown of
equipment
- On site artist management.
- Artist payment services

- Insurance
- Prepare and deliver IRS 1099-NEC forms

Production Fees per Event:

Acoustic Street Concert = \$16,800 (28 x \$600 each)

Town Square Concert = \$16,000 (8 x \$2,000 each)

Total summer concert costs: \$32,800

JAG Entertainment is an ideal partner for this program, as we provide “turn key” event production services. JAG Entertainment has been a partner in the Northville community, from their beginning in 2010. JAG has also been a partner with other community events created by the Chamber of Commerce and others in Northville.



Northville Friday & Saturday Night Ambience Concerts

This agreement is between the parties of JAG Entertainment (herein referred as JAG) and Northville Down Town Development Authority (herein referred to as CLIENT). This document has been created on 12-22-2022 to set terms of event production services for the Northville Friday & Saturday Night Ambience Concerts and provide a framework for the relationship between JAG and the CLIENT.

PROGRAMMING OVERVIEW

DESCRIPTION:

The 2023 concert program will include a mix of Solo/Duo acts, consistent with the current program, along with larger Town Square concerts.

Street Concerts- The Street concerts will continue to be on Friday and Saturday nights between 7 and 9pm on Mainstreet and Center Street. The music will be consistent with past years featuring artist from around the area.

Town Square- concerts would be held from 7 to 9:00pm, on the stage in Town Square. These events will feature full band setup and artist that are generally know in Wayne and Oakland County.

JAG agrees that they will operate as an executive and technical producer of the event and will work thusly. Being that JAG is capable of providing turn-key services, it is agreed in this document, that JAG provide a complete package of talent acquisition, scheduling, event management and technical production.

AGREED PRODUCTION DATES:

Acoustic concert dates budget

June 2nd, 3rd, 9th, 16th, 17th, 23rd and 30th July 1st, 7th, 8th, 14th, 21st, 22nd, and 28th
August 4th, 5th, 11th, 18th, 19th, and 25th September 1st, 2nd, 8th, 15th, 16th, 22nd, 29th and 30th

Concert in Town Square budget

June 10th, and 24th July 15th, and 29th August 12th, and 26th September 9th, and 23rd



RESPONSIBILITIES & SERVICES

ADMINISTRATIVE SERVICES:

Administrative event production services to be provided by JAG are as follows:

- All concert-event related booking, contract, and compensation services pertaining to the concert events described in this document.
- Creation of a schedule of performers for public release.
- Coordination of entertainers including registration, check-in, checkout, verification of technical requirements and compliance with local rules and ordinances.
- Supervision, execution and follow-through of entire event timeline.
- Coordination of technical production services including sound.

PRODUCTION SERVICES:

The technical and production-related services to be provided by JAG are as follows:

- Coordination of all production logistics for set-up, operation and strike of performance area.
- Electrical distribution (from CLIENT mains service) for each performance and demonstration area.
- General production support for entertainers and patrons at performance area.
- Sound reinforcement in performance area.

CLIENT RESPONSIBILITIES

CLIENT RESPONSIBILITIES:

The CLIENT will serve as a strong support mechanism to JAG's production capabilities and specific responsibilities of the CLIENT are as follows:

- Supporting the event in its goal to bring quality, sustainable entertainment to the local downtown area.
- The procurement of any CLIENT-required barriers, tenting, hardware, etc. used for non-concert activities.
- The procurement of electrical service that operates at the minimum requirements listed above.
- The handling of all city-related permitting and licensing for the event



AGREED PRODUCTION TIMELINE

The following list includes production elements that will be included in the event schedule.

PROPOSED TIMELINE OF OVERALL PRODUCTION PROCESS:

It is agreed that once this document is signed JAG will work to provide a list of potential performers for the Client to review. At this time the client can add or refuse any of the artists or groups, before any performance agreements are issued to artist(s) on the list. After the Client approves the list, JAG will book and contract the dates that are included in this agreement.

PROPOSED TIMELINE OF EVENT:

JAG will hereby provide the following items and services for the above proposed dates (see AGREED PRODUCTION DATES) between the times of:

- Fridays 1 x “headlining act” performance package consisting of ARTIST (TBD) from 7:00pm to 9:00pm on Center Street with one 15-minute break at approximately 8:00pm.
- Saturday 1 x “headlining act” performance package consisting of ARTIST (TBD) from 7:00pm to 9:00pm on Main Street with one 15-minute break at approximately 8:00pm.

COMPENSATION AND PAYMENT

COMPENSATION:

The following payment schedule will be applied to the products and services detailed in this agreement.

- Producers’ fees and reimbursement for all above listed administrative, talent, production, and event closing services are \$32,800

PAYMENT:

Payments will be divided into 4 payments equal to 25% (\$8200.00) of the total production charges. The first payment will be due no later than May 15th 2023. Payment two will be due no later than June 30, 2023. Payment three will be due no later than August 31, 2023. The final payment will be due on or before, September 30th 2023.



AGREEMENT TERMS

CONFIDENTIALITY:

CLIENT agrees to restrict access to information received from JAG to CLIENT, to members who need to know this information. CLIENT also agrees take any appropriate measures to guard nonpublic personal information, to protect the confidentiality and security of information shared by JAG pursuant to the agreement. CLIENT also agrees to promptly notify JAG, in the event that CLIENT is under the reasonable belief, that the integrity of the confidentiality of this information has been compromised. In the event that the CLIENT must disclose information pursuant to any federal, state or local law, they are permitted to do so.

TAXATION AND ACCOUNTING:

For purpose of taxation and accounting, JAG is hereby the executive producer of the event and is responsible for soliciting current State of Michigan W-9 forms and submitting 1099-MISC information to any and all independent contractors secured through the awarding of this agreement. Furthermore, JAG will expect and require CLIENT to submit a 1099-MISC to JAG as a result of payment included in this agreement.

INDEMNIFICATION:

JAG agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City of Northville, its employees, officials, agents, boards, council, and volunteers, from and against any and all claims, losses, liability, damages, costs and expenses, including reasonable attorneys' fees and defense costs, for or by reason of personal injury, including, but not limited to, bodily injury or death, and/or property damage, including, but not limited to, the loss of use thereof, arising from the negligent acts, errors, or omissions of the JAG, its agents, employees, or sub-consultants, but only to the degree of fault of JAG and/or its respective sub-consultants. The obligation of JAG to indemnify and hold harmless the Client shall survive and continue after final payment, completion of the work, and completion and/or termination of this Agreement. Nothing in this agreement to indemnify requires JAG to defend and/or indemnify the Client for damages arising out of bodily injury to person or damage to property caused by or resulting from the negligence of the Client, its agents or employees or to any amount greater than the degree of fault of JAG and/or its sub-consultants.



Insurance: JAG, or any of their Sub consultants, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Northville. The requirements below should not be interpreted to limit the liability of JAG. All deductibles and SIR's are the responsibility of JAG.

JAG shall procure and maintain the following insurance coverage:

Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.

Additional Insured: Commercial General Liability as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** THE CITY OF NORTHVILLE, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Northville as additional insured, coverage afforded is considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Dianne Massa, Clerk, City of Northville, 215 West Main St., Northville, MI 48167).



Proof of Insurance Coverage: JAG shall provide the Client at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverage's expires during the term of this contract, JAG shall deliver renewal certificates and endorsements to the City of Northville at least ten (10) days prior to the expiration date.

INCLEMENT WEATHER CANCELLATION:

On the occasion of inclement weather during outdoor events, JAG will make every effort to carry out their contractual obligations as listed above. However, JAG reserves the right to cancel, delay or interrupt any event if JAG determines in good faith that their production is, or is likely to be, rendered impossible, hazardous, or is otherwise prevented or impaired due to inclement weather. Hereunder, it is understood that the decision to cancel any engagement due to weather conditions shall be made by JAG's representative at his/her sole discretion, and all events affected by inclement weather require full remuneration.

OTHER CANCELLATION

If the performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to, Act(s) of God, riots, strikes, labor difficulties, accident interruption or epidemic/pandemic, earthquakes or any act or order of any public authority, and/or any other cause of event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and the Client will not be responsible to pay for the cost of the band(s). The Client will be responsible to pay for cost incurred to date for the administration of the series which includes booking all of the bands and drawing up their contracts.



PARKING:

CLIENT agrees to provide adequate parking spaces as close as possible to the event location for either (1) full size equipment van with trailer and any other vehicles used to transport personnel and equipment to and from the venue. If parking is only available on the street, space must be blocked off prior to arrival and CLIENT shall obtain all police and/or municipal permits necessary to load-in from or park on the street. Equipment loading and parking area must be clear of vehicles prior to load in and must remain clear until load out is complete. This will include payment of any towing costs incurred as a result of CLIENT's failure to comply with the terms of this paragraph.

ACCEPTANCE OF AGREEMENT

Upon finding products, services and deliverables acceptable to CLIENT as contained in this agreement, please sign and date the lines below to signify confirmation of this agreement.

It is recognized that this agreement has a total of nine (9) pages. Contracting and billing will commence upon receiving a copy of this agreement, signed by an authorized party employed by a representative for CLIENT

Signature of CLIENT

Date

Signature of JAG Entertainment

Date