



## Contract and Agreement

To: Hidalgo County Department of Emergency Management  
 Attn: The Honorable Richard F. Cortez, Hidalgo County Judge,  
 123 W. Main Street  
 Edinburg, TX 78539

From: Margaret Clauder dba MCP Shows  
 916 Wayland Dr.  
 Arlington, TX 76012

Fed ID# 45-1267019  
 Phone 817.980.1760  
 Fax 817.274.2123

A contract and agreement ("Contract") is entered into as of October 12, 2021, between Margaret Clauder dba MCP Shows, hereinafter referred to as "Agency", and Hidalgo County Department of Emergency Management, hereinafter referred to as "Purchaser", to wit:

1. **ENTERTAINMENT:** The Agency agrees to furnish Purchaser with the following: Entertainment and Entertainment services:

<u>Date:</u>	<u>Time</u>	<u>Description</u>	<u>Cost</u>
2/16/2021	TBD	Weather Wonders – Four 45 minute performances with Meteorologist Maggie <i>Location – Two TBD elementary schools in Hidalgo County</i>	\$895.00
2/16/2021	TBD	Weather Wonders – One 45 minute performance With Meteorologist Maggie <i>Location – One TBD Library or Community Center in Hidalgo County</i>	\$295.00
		Mileage Charge (1004 miles x .56/mile)	\$561.00
		Hotel, per diem meals	\$264.00
		Multi-Booking Discount	-\$20.00
<b>Total for Performance</b>			<b><u>\$1,995.00</u></b>

2. **TCA GRANT CONTINGENCY:** Contract is contingent upon receipt of a fifty (50%) percent matching grant to and for Purchaser from Texas Commission on the Arts (TCA).
3. **BALANCE:** The balance of \$1,995.00 is due and payable to Agency from Purchaser within thirty (30) calendar days after performance is completed.
4. **QUESTIONS REGARDING THIS CONTRACT:** Any questions regarding contractual matters should be addressed only to Agency's office.
5. **PAST DUE BALANCES:** All balances not paid as due and agreed upon hereto are subject to an additional charge of 2% interest per month, or the maximum allowable by law, whichever is less and any balances requiring legal aid in collection are subject to those aforementioned collection charges, plus all court costs and attorneys fees.
6. **FUTURE CONTRACTS:** Purchaser agrees any future contact with performers booked through Agency must be conducted exclusively through Agency.

Purchaser Initials \_\_\_\_\_

7. **SIGNATURE REQUIRED CONTRACT:** Performers are on temporary hold until signed Contract is received.
8. **CANCELLATION POLICY:** Purchaser may cancel Contract before or at fifteen (15) calendar days prior to the event and receive full refund of deposits paid with no other payments due with the exception of any fee(s) paid for Purchaser to be added as an additional insured to Agency's commercial liability policy. If event is cancelled within fifteen (15) calendar days of event, Agency shall, at its sole discretion, reschedule the performer and/or retain any deposits paid by Purchaser. Cancellations within twenty-four (24) hours of the event for any reason, other than those caused by Force Majeure (any act of God, court or governmental action or regulation, disaster, strike, labor strife, civil disorder, criminal activity, casualty or other incident beyond Purchaser's control that makes it unreasonably dangerous, illegal, or impossible to hold the event at TBD, TBD, TBD, TX, ) requires full payment by Purchaser. All cancellations require written notification by Purchaser to Agency and written confirmation by Agency to Purchaser. Electronic mail ("e-mail") to [margaret@mcpshows.com](mailto:margaret@mcpshows.com) will be considered written notification.
9. **CORONAVIRUS COVID-19:** The parties are aware that the global Coronavirus Covid-19 pandemic is occurring world-wide. Should the pandemic occur, during the term of Contract, the parties agree that the Force Majeure provisions shall be triggered, as set forth in Paragraph 8 of Contract. Additionally, Agency agrees that they have amended their Policies and Procedures, as well as any agreements with subcontractors or independent contractors, to take into account such an event.
10. **NO ASSIGNMENT OR TRANSFER:** Neither party hereto shall have the right to assign or transfer Contract without the prior written consent of the other party. The Agency shall notify the Purchaser in advance of any change in personnel in charge of his/her demonstration area.
11. **PERFORMER ILLNESS:** In the event of illness or other incapacitation of performer(s) assigned to Purchaser's event, Agency will notify Purchaser prior to event and work with Purchaser for an alternate date for event.
12. **NO WAIVER:** No waiver of full performance by either party shall be construed or operated as a waiver of any subsequent default of any terms, covenant and conditions of the Contract.
13. **APPLICABLE LAW:** The laws of Texas and any applicable Federal law shall govern this Contract. Any claim shall be filed in the jurisdiction of Tarrant County, Texas.
14. **SEVERABILITY:** If any part of Contract is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part.
15. **BACKGROUND INVESTIGATIONS:** Agency does hereby attest that all performers involved with this Contract have been criminally background checked by Agency and any performer attending Purchaser's event booked through Agency has no criminal convictions or criminal history that would prevent him/her from having direct contact and supervision of minor children.
16. **INDEPENDENT CONTRACTOR:** Notwithstanding any other provision of Contract, it is specifically understood and agreed that the activities and undertakings of Agency and the performers in the performance of Contract shall be as independent contractors and not as employees of Purchaser. Purchaser shall not exercise any control or direction or have any right of control over the methods by which Agency performs its obligations under Contract.
17. **INSURANCE:** Agency does hereby attest that Agency holds and maintains commercial liability insurance for Agency and all performers under Contract. Purchaser may request to be added as an "additional insured" to these policies. In some instances (i.e. petting zoos and trackless trains) this will require a one-time non-refundable, non-cancelable fee be paid to Agency by Purchaser. To the extent Agency does maintain Workers Compensation insurance covering injuries or losses that may be sustained by any performers in the performance of this Contract, Agency

Texas Commission on the Arts, Texas Library Association, Association of Kid Show Professionals, Society of Children's Book Writer and Illustrators, Society of American Magicians, Int'l Brotherhood of Magicians, International Ventriloquists Society, WBE and SBE Certified

Purchaser Initials \_\_\_\_\_

acknowledges that insurance maintained by Purchaser does not provide coverage for Agency or the performers arising out of or related to any such injuries or losses and Purchaser shall not be responsible for any claims, losses, costs and damages, including without limitation attorneys' fees and costs, arising out of or related to any such injuries or losses.

- 18. **INDEMNIFICATION:** Agency shall defend, indemnify, and hold harmless the Purchaser, its agents, employees and affiliates from and against any liabilities, expenses and costs (including reasonable attorneys' fees) as a result of (a) Agency's breach of any of its covenants, agreements or warranties under this Contract, and (b) the willful misconduct of Agency or any performer.
- 19. **ENTIRE CONTRACT:** This Contract contains all of the covenants, promises, agreements and conditions, whether oral or written between the parties, and may not be changed or modified except in writing signed by both parties.

IN WITNESS WHEREOF, We hereby have signed this Contract on the date first written above:

For Purchaser:

Name: Hidalgo County Department of Emergency Management  
Attn: The Honorable Richard F. Cortez, Hidalgo County Judge,  
Phone: (956) 318-2615  
Email: ricardo.saldana@co.hidalgo.tx.us



By: \_\_\_\_\_  
(authorized signature, title) date

For Agency:

Name: Margaret Clauder dba MCP Shows  
Attn: Margaret Clauder  
Phone: 817.980.1760  
Fax: 817.274.2123  
Email: margaret@mcpshows.com

By: Margaret Clauder President 10/12/2021  
(authorized signature, title) date

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