

## EVENT SERVICES AGREEMENT

January 3, 2023

Ms. Marla Martinez-Flynn  
Recreation Specialist  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

***STAFF DRAFT***

(Via Email)

Dear Marla:

We are excited to work with the City of Ramsey on the 2023 Happy Days festival occurring over the weekend of September 8<sup>th</sup> - 10<sup>th</sup>, 2023 (the EVENT).

It is our understanding that the City of Ramsey (CLIENT) will retain Lucent Blue Events (COMPANY) as the planner and site-manager for the EVENT. This letter will define our services as they pertain to your event and outline the terms of our agreement:

### **Description of Services & Scope of Work**

COMPANY's services will include the following:

#### **EVENT PLANNING, MONTH-OF COORDINATION, and ON-SITE MANAGEMENT**

- Host a planning kick-off call in 2023 with bi-weekly planning calls beginning in March
- Source and negotiate vendor contracts (tent, stage, tables, power, etc.).
- Host weekly, 90-minute pre-production planning calls the 4 weeks prior to the event
- Attend up to 3 site visits prior to the event
- In coordination with client, develop a detailed site-plan as well as load-in and break-down timelines for all vendors and participating organizations
- Contact relevant vendors prior to event-day to confirm logistics and details
- Liaise with musical entertainment and relevant vendors to ensure power and hospitality needs are met

- Draft day-of documents for relevant stakeholders including:
  - production timeline (from load-in through load-out); festival “run of show;” and master production contact list
- Coordinate relevant vendors on-site, overseeing load-in, event set-up, and break-down, and load-out (assumes two-day load-in + one-day load-out)
- Manage event support team + facilitate volunteer check-in -- Lucent Blue Events team staffing to include:
  - Producer and Project Manager on-site full days for first day of load-in
  - Producer, Line Producer, Project Manager, and Site Coordinator on-site for second day of load-in and up to 12 hours on day-of
  - Project Manager on-site for breakdown (one day)
- Conduct post-event follow-through with related vendors and stakeholders

*This scope assumes estimated staff time at 30-35 hours per month in May, June, and July; 40-45 hours in August; and 130-140 hours (among 4 staffers) in September.*

*This also assumes an event budget of \$50-\$80k and planning and production tasks related to vendors and elements highlighted on the 2023 Master Planning Table shared 11/3/22. Should the budget or number of vendors increase significantly, an updated scope of work will be proposed.*

*Investment: \$16,810*

## REVENUE STRATEGY & BUDGET MANAGEMENT SERVICES

- Review and analyze past event budgets, sponsor levels, and registration fees (for up to three prior years)
- Host a budget review & sponsorship strategy meeting
- Advise on the creation of updated sponsorship solicitation materials
- Oversee master event budget, create vendor payment schedule, and track revenue and expenses
- Make cost-saving recommendations as proposals and contracts come in
- Coordinate logistical needs for key sponsorship activations
- Review reconciled budget post-event and make recommendations for the following year

*Investment: \$2,650*

## Fee Schedule

The fees for the aforementioned scope of work will be due as follows:

- |                                                              |         |
|--------------------------------------------------------------|---------|
| ▪ Planning Retainer:                                         | \$4,865 |
| ○ <i>Non-refundable, due upon execution of this contract</i> |         |
| ▪ Planning & Production Deposit 1                            | \$7,300 |
| ○ <i>Due June 15</i>                                         |         |
| ▪ Final Payment:                                             | \$7,295 |
| ○ <i>Due August 30</i>                                       |         |

*plus: any reimbursables and any additional services, if added*

## Conditions

- COMPANY's role will be that of consultant and advisor. CLIENT will make all final decisions. Decisions must be made in a timely manner in order to ensure the success of the event.
- Should the CLIENT wish to hire any service providers or vendors recommended by COMPANY, the CLIENT will make payments via check or authorize credit card payments to be made directly to the service providers/vendors and not to COMPANY. COMPANY does not accept any commissions from recommended vendors and cannot guarantee any service provider's performance or product.
- It is the CLIENT's responsibility to notify COMPANY of any changes or additions to the plans for the event in a timely manner.
- COMPANY is entitled to its attorney's fees and costs in trying to collect payments that are past due.

## Limitation of Liability

ABSENT THE WILLFUL OR INTENTIONAL MISCONDUCT OF COMPANY, AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ("COMPANY PARTIES"), THEY ARE NOT LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. CLIENT AGREES THAT THE MAXIMUM COLLECTIVE AMOUNT OF DAMAGES THAT THEY ARE ENTITLED TO, IN ANY CLAIM AGAINST COMPANY AND COMPANY PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WILL NOT EXCEED THE AMOUNT THAT CLIENT HAS PAID COMPANY PURSUANT TO THIS AGREEMENT. ANY CLAIM BROUGHT AGAINST COMPANY AND COMPANY PARTIES BY CLIENT MUST BE INITIATED WITHIN ONE (1) YEAR OF THE FACTS GIVING RISE TO THE CLAIM.

## Additional Terms

### Intellectual Property

Any works, ideas, products and other materials that COMPANY provides in connection with this Agreement or the event is the intellectual property of, and owned or licensed by, COMPANY. CLIENT agrees not to make use of such intellectual property other than in connection with the event.

### Photographs

CLIENT agrees to provide COMPANY with any professional photographs taken at the event for COMPANY's use for their business and marketing purposes.

### Late Fee

CLIENT shall pay COMPANY a late fee in the amount of 2% per month or the maximum amount allowed by law, whichever is less, on any payment made by CLIENT after the date such payment is required to be paid hereunder.

### Termination for Breach

Either party may terminate this Agreement in the event either party materially breaches their obligations upon (15) days written notice after the party in breach has been given 20 days to cure their breach and has not. In the event this Agreement is terminated by either party for a breach, CLIENT will immediately pay COMPANY all amounts that are due and outstanding through date of termination and payment for COMPANY's time and out of pocket expenses and commitments not yet covered by these payments, and the parties reserve all of their rights against each other.

This agreement will terminate automatically upon completion of the services required by this letter.

### Indemnification

CLIENT agrees to indemnify, defend, and hold COMPANY and COMPANY PARTIES, harmless from and against any and all costs, expenses, attorney's fees, suits, liabilities, damages, claims, actions, suits or claims for damages asserted by a third party against COMPANY or COMPANY PARTIES, and relating in any way to CLIENT's obligations and requirements under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

The COMPANY will hold CLIENT harmless from and against any and all costs, expenses, attorney's fees, suits, liabilities, damages, claims, actions, suits or claims for damages asserted by a third party against CLIENT and relating in any way to COMPANY's obligations and requirements under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

### Notices

Whenever, under the terms of this Agreement, notice is required or permitted to be given by one party to the other party, such notice may be by email as set forth below. Notice shall be deemed to have been sufficiently given upon delivery unless the sender receives notice that the email did not get delivered.

COMPANY: mholden@lucent.blue

CLIENT: mmartinez-flynn@ci.ramsey.mn.us

### Headings

The captions set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement, or in any way limiting, interpreting or amplifying the terms and provisions hereof.

### Governing Law; Venue

This agreement shall be interpreted, construed and governed by the laws of the State of Minnesota. In the event

that any controversy or dispute arises hereunder, the parties agree that the sole and exclusive venue for purposes of any litigation shall be courts serving Hennepin County, Minnesota.

#### Force Majeure

Without limiting or being limited by any of the provisions of this Agreement, if COMPANY fails to timely perform any of the terms, covenants or conditions of this Agreement on COMPANY's part to be performed, and such failure is due in whole or part to any strike, lockout, labor trouble, civil disorder, riot, civil disorder, insurrection, act of terrorism, war, accident, fire or other casualty, adverse weather conditions, act of God, governmental inaction, restrictive governmental law or regulation, pandemic, epidemic, COVID 19 or its variants, or act or event caused directly or indirectly by CLIENT or any cause beyond reasonable control of COMPANY, then COMPANY shall not be deemed to have breached this Agreement as a result of such failure. If the event does not take place because of a force majeure event, COMPANY will be entitled to payment for its time and for its out of pocket expenses and commitments.

#### Dispute Resolution

In the event of a dispute arising under this Agreement, the parties agree to attempt to resolve the dispute through negotiation prior to commencing litigation or pursuing any remedy available to them. Specifically, in the event of a dispute under this Agreement, prior to commencing litigation or pursuing any other remedy, a party shall give the other party notice of the dispute and for a period of (30) days after notice is given, the parties shall exchange information relevant to the issues identified in the notice and shall use good faith efforts to attempt to resolve the dispute through negotiation. Such good faith efforts include, at a minimum, two (2) meetings in person of the parties, the first such meeting to be held at a place and time designated by the COMPANY, reasonably convenient to the parties, and the second such meeting to be held at a place and time designated by the CLIENT, reasonably convenient to the parties. If, after having met twice as described above, the parties are unable to resolve the dispute, then the parties agree to mediation before a professional mediator to try to resolve their dispute. Then, if the dispute is still not resolved, any party may pursue any remedy available.

#### Cancellations

CLIENT may cancel this agreement, in writing, for any reason. Upon cancellation, CLIENT will immediately pay COMPANY all amounts that are due and outstanding through date of cancellation and payment for COMPANY's time and out of pocket expenses and commitments not yet covered by these payments; if COMPANY has received more than that amount, it will refund to CLIENT unearned fees. If CLIENT cancels this agreement within sixty (60) days of the event date, full payment is required and there will be no refund.

#### Amendments

This Agreement may be amended only by an agreement in writing by the parties hereto.

#### Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties with respect to this subject matter and supersedes any and all other prior or contemporaneous oral or written communications with respect to the subject matter.

If your understanding parallels mine, please sign this letter and return a scanned copy to me via email or a hard copy via regular mail to Lucent Blue Events, Attn: Michaella Holden, 2400 Lake Place, Minneapolis, MN 55405