



Nolan M. Fields IV

Assistant District Attorney | Civil Division
Tulsa County District Attorney's Office
500 South Denver Avenue, Tulsa, Oklahoma 74103
(918) 596 - 4900 | nfields@tulsacounty.org

TO: Board of County Commissioners
Karen Keith, Chairman
Stan Sallee
Ron Peters

DATE: April 25, 2019

REFERENCE: Performer Agreement with The Zigs for LaFortune Park

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. The Performer has already executed this Agreement and it is being presented for your review and approval. Please let me know if you have any questions.

Respectfully,

Nolan M. Fields IV
Assistant District Attorney

CC:
Richard Bales, Parks Director



PERFORMANCE AGREEMENT

This Agreement is entered into this ____ day of _____ 2019, between the Board of County Commissioners of Tulsa County ("County") and **(The Zigs)** ("Performer") for the purpose of providing an entertainment program through the Tulsa County Parks Department.

TERMS:

- 1 Performer agrees to provide 1 performance(s) on May 3 , **2019** for **2 HOURS** beginning at **7:00 [a.m./p.m.]** and ending at **9:00 [a.m./p.m.]**. Performer acknowledges that a 15-20 minute intermission will be taken midway through the performance(s). *(This is not applicable for performances played under 1 hour.)*
- 2 Performer will provide all necessary equipment for the performance except as specified by the County.
- 3 Performer will present an invoice for payment to the Parks staff at the conclusion of the performance(s).
- 4 Performer recognizes and acknowledges that Performer is an independent contractor to the County and that the County owes no legal obligations to the Performer except those contained within this agreement and any enumerated in Oklahoma State Statutes which are applicable to the County.
- 5 County will pay the Performer **\$500.00** per performance upon receipt and processing of the invoice.
- 6 County will provide (a) the staging area at **LaFortune Park At An Outdoor Gazebo** (b) electricity; and (c) bottled water for the Performer(s).
- 7 Performer will be responsible for the removal of the Performer's equipment from the premises and at the end of the performance in a timely and reasonable manner.
- 8 Performer must present any special requests or needs to the Parks Staff at least 30 days prior to the performance date.
- 9 In the event that the performance must be cancelled due to circumstances beyond the County's or the Performer's control [weather, electrical malfunctions, illness, etc.], the Performer and the County will reschedule the performance at the mutually agreeable date and time.
- 10 In the event a mutually agreeable time and date cannot be confirmed, the County agrees to pay **\$250.00** in liquidated damages to the Performer for lost opportunity, if the cancellation was called by the County.
- 11 The Board of County Commissioners of Tulsa County is responsible for all applicable fees, permits and licenses.

- 12 County assumes no responsibility or liability whatsoever for performer's person, equipment or clothing (or other persons or property authorized by performer to perform this contract) before, during or after the performance at this location and County is hereby released and discharged from any and all responsibility and liability associated with any such loss, injury or damage.

ENTIRETY OF AGREEMENT

The terms set forth above constitute the entire agreement between County and Performer and supersedes any previous oral or written agreements. The Laws of the State of Oklahoma shall govern the terms of this agreement.

Chairperson
Board of County Commissioners of
the County of Tulsa ("County")

Date

Approved as to form
Assistant District Attorney

Date

James E. Ziegler
Performer or Performer's Representative

3-1-19
Date

James E. Ziegler