



Agreement made November 15th, 2023 between **Ogden Eccles Conference Center** (hereinafter referred to as PRESENTER) and **Polkatones/Linda White** (hereinafter referred to as ARTIST)

It is mutually agreed between the parties as follows:

The PRESENTER hereby engages the ARTIST and the ARTIST hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions set forth below.

1. Details of ENGAGEMENT:

Venue: Ogden Eccles Conference Center
2415 Washington Blvd.
Ogden, UT 84401

Date of Performance: January 19th and 20th 2024

Band Call Time: Load in 1/19/2024 at 9:00 am, set up and sound check
Approx. Scheduled Performance Times: Friday and Saturday
1:30 pm to 2:30 pm
5:15 pm to 6:00 pm
8: 45 pm to 9:10 pm

Length of Show: 3, Approx. 60 minute sets Friday January 19th and Saturday January 20th 2024

2. Billing:

Polkatones/Linda White
843 Saint Andrew Way
Bellingham, WA 98229

3. Compensation: OECC shall pay **\$5,000.00** for the entertainment.

OECC shall pay for Band Member flights up to, and will not exceed, \$2,000.00. (All receipts have to be turned in by January 1st, 2024 to be added to final check given on January 19th, 2024)

OECC shall pay for 2 Band Members to drive to Ogden to bring all band instruments up to, and will not exceed \$500.00.

OECC shall provide 5 Hotel Room (3 rooms with double queen beds, and 2 rooms with a queen bed) January 18th -21st 2024 at the Hampton Inn at a value of \$2,640.00 + tax and services.

OECC shall provide admission for band members at a value of \$144.

OECC shall provide 2 meals for each band member each day of the event at a value of \$60/per person.

Above Compensation is to be paid in full via check on the night of performance January 19th 2024.

4. PRESENTER agrees, at organization's expense, to provide a performance hall and appropriate dressing room(s) for ARTIST that are adequately cooled/heated, clean, and secure for the duration of the ARTIST's visit. PRESENTER also agrees to provide adequate and professional lighting and sound equipment for the execution of the performance. PRESENTER agrees to provide a drum kit. ARTIST agrees to provide all other musical instruments.

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5. ARTIST shall provide services in a competent manner, arrive and perform at times specified between the parties, abide by all reasonable rules and requirements of PRESENTER, and render services exclusively during the term of this contract.
6. PRESENTER agrees not to broadcast, photograph, record, or otherwise reproduce the performance without the express written consent of the ARTIST and to prevent such broadcast, photography, or recording by other parties.
7. In the event that the performance of any of the covenants, duties, or obligations of the Agreement on the part of the PRESENTER or ARTIST shall be prevented, interrupted, delayed, or suspended by any force majeure event, as defined herein, either party may terminate this Agreement without any liability on either party for any damages arising from such termination. Termination for a force majeure event shall not be deemed a breach of the agreement.

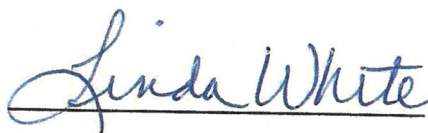
"Force Majeure" shall mean state of emergency due to weather, illness, death or incapacitation of a key member of the ARTIST (as determined by the ARTIST in its sole judgement) or death or life threatening illness of an immediate family member of or key member of the ARTIST; any present or future statute, laws, ordinance, regulation, order, judgement, or decree, act of God, earthquake, flood, fire, epidemic, or any other similar cause or causes outside the reasonable control of the parties hereto.

8. PRESENTER agrees to indemnify ARTIST against, and hold it harmless for any and all loss or liability for injuries or damages to any and all persons, property or any entities, that may occur in connection with the performance, except for sole negligence on the part of the ARTIST and its employees. ARTIST, likewise, agrees to indemnify PRESENTER against, and hold it harmless for, any and all loss or liability for injuries or damages to any and all persons, property or any entities, except for sole negligence on the part of the PRESENTER or its employees.
9. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of the State of Utah. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in the State of Utah.
10. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and ARTIST is not an employee of PRESENTER. As such, any and all employment and income taxes are sole responsibility of the ARTIST.

AGREED to by the undersigned parties this 29th day of December 2023.



Kassi Bybee
Peery's Egyptian Theater
2415 Washington Blvd.
Ogden, UT 84401



Linda White
Polkatones
843 Saint Andrews Way
Bellingham, WA 98229

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BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY:

By: _____

Gage Froerer, Chair

Commissioner Froerer Voted _____

Commissioner Harvey Voted _____

Commissioner Bolos Voted _____

Attest: _____

Ricky Hatch, CPA, Weber County Clerk/Auditor

RECEIVED NOV 28 2023 *EP*

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