



**City of Doral
Parks and Recreation Department**

ENTERTAINMENT AGREEMENT

This Entertainment Agreement (the "Agreement"), dated this 20 day of November 2023, by and between The Miami Symphony Orchestra (the "Entertainer"), and the City of Doral, for the provision of a special performance by Entertainer for the City (the "Performance"), in accordance with the following terms and conditions:

1. **Entertainer:** The Miami Symphony Orchestra
2. **Nature of Performance:** Symphony Orchestra
3. **Date of Performance:** 12/09/2023
4. **Performance Location:** Downtown Doral Park (8395 NW 53d St. Doral, FL 33166) (the "Location")
5. **Hours:** 5:30 PM (about 90 minutes performance) (the "Time")
6. **Compensation Amount:** \$10,000.00 (the "Fee")
7. **Payment:** (Provide name & address of the entity to which checks should be made payable)
Name: The Miami Symphony Orchestra
Address: 3900 North Miami Ave. First Floor, Miami FL 33127
8. **Completed IRS W9 Form:** (See attached) Yes No
9. **Musical / Technical / Sound / Lighting Needs:** Yes No
(Explain needs and manner provided) sound amplification, stage, 55 chairs on stage for musicians.
10. **Additional Terms & Conditions:**
 - A. Coordination; Manner of Performance. Entertainer shall furnish the Performance in coordination with the City's Parks & Recreation Director, who shall represent the City in administering this Agreement, unless otherwise directed by the City Manager. Entertainer shall furnish the Performance in accordance with the time limits set forth in this Agreement. Entertainer acknowledges and agrees that time is of the essence in providing the Performance and the Time frame(s) set forth herein must be strictly followed, unless otherwise directed by the Parks & Recreation Director.
 - B. Insurance. Entertainer shall furnish to the City, no later than five (5) days prior to the Performance, a certificate of insurance showing coverage of such type and with such limits as specified in Exhibit "A", which is incorporated here by this reference. Entertainer shall keep

such insurance in force through the end of the Performance. Failure to do so may cause the City to cancel this Agreement without notice to Entertainer. The City reserves the right to require additional insurance beyond that provided in Exhibit "A", if deemed necessary to adequately protect the City.

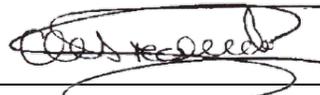
- C. Indemnification. Entertainer agrees to indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, servants, and volunteers ("Indemnitees"), from and against any and all claims, demands, and/or causes of any kind, for any loss, damage, and costs, including, but not limited to, reasonable attorney's fees, that may be incurred by Indemnities, as a result of the action(s), error(s), and/or omission(s) of the Entertainer and/or persons employed and/or contracted by Entertainer, in the provision of the Performance.
- D. Force Majeure. If Entertainer is unable to perform due to inclement weather, dangerous conditions, and/or other acts that are not the fault, and beyond the control, of either party, the City and Entertainer may agree to cancel this Agreement or to reschedule the Performance to a subsequent date on which the same or similar Performance may be needed by the City. If this Agreement is cancelled under this provision at least twenty-four (24) hours in advance of the Performance Time, Entertainer shall not be entitled to the Fee. Entertainer shall be entitled to fifty percent (50%) of the Fee if force majeure has prevented and/or stopped Entertainer from setting-up. Entertainer shall be entitled to one hundred percent (100%) of the Fee if Entertainer has commenced the Performance and force majeure has prevented the completion of the Performance.
- E. Sickness and Accidents. Entertainer's agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Entertainer shall be returned promptly.
- F. Termination. In addition to the manners otherwise provided herein, the City may terminate this Agreement for any reason by providing Entertainer with notice no less than twenty-four (24) hours prior to the start of the Performance Time or immediate notice at any time if the City considers an act of the Entertainer and/or its agents to be violative of any provision of this Agreement and/or of local, state or federal law.
- G. Pyrotechnic Devices. No pyrotechnic devices shall be used without the prior express written consent of the City. Any such device shall be subject to applicable fire laws and shall be administered by a person with professional experience in pyrotechnics.
- H. Independent Contractor. Entertainer and its employees, volunteers, and agents shall be deemed independent contractors and not agents or employees of the City, and shall not have any rights or benefits generally afforded to employees, including, but not limited to, workers' compensation benefits.
- I. Assignment. Entertainer acknowledges that the City has contracted with Entertainer because of skills that are unique to Entertainer. This Agreement is not assignable without the express written consent of the City.
- J. License/Release. No recording, reproducing, and/or transmitting of the Performance is permitted, without prior consent of the City. Entertainer hereby gives the City a perpetual, limited license for, and general release of, any photographs, video recording, and/or any other form of audio visual recording, of the Performance, which the City may cause to be produced and used for promotional, publicity, and/or public information purposes. The City shall not otherwise use the image and likeness of the Entertainer without the Entertainer's express, written consent.
- K. Entertainer's Representations. Entertainer warrants and represents that it has all requisite rights, permissions, and authority, whether governmental or private, necessary to furnish the Performance. Entertainer also warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Entertainer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity, other than a bona fide employee working solely for Entertainer, any fee, commission, percentage, gift, or other consideration, contingent upon the award or entering into of this Agreement.
- L. Performance Area. Entertainer represents and warrants that neither Entertainer nor any of Entertainer's musicians, technicians, (collectively, "Entertainer's Staff") shall: conduct Entertainer's and/or their performance in any area other than the stage provided by the City;

or deliberately encourage, either orally or by the hand or body movements, members of the audience to leave their seating areas.

- M. Records. Entertainer shall keep and maintain all records related to this Agreement and the Performance, which would ordinarily and necessarily be required to be kept by the City and to make such records available to the City and/or the public, as required by Chapter 119, Florida Statutes. Upon the City's request, the City shall have the right to review, request copies and audit such records at no cost to the City. The City may immediately terminate this Agreement if Entertainer fails to comply with this provision and Chapter 119, Florida Statutes.
- N. Miscellaneous. This Agreement can not be modified without the express, written mutual consent of the Parties. This Agreement shall be governed, interpreted, and enforced, in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. Venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, in a court of competent jurisdiction. The parties hereby waive any right to trial by jury for any such litigation. This Agreement and any attached exhibits constitute the entire Agreement between the parties, which shall become valid when fully executed by the parties, either in one document or in counterpart. If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement, or understanding at a future time.

The parties, by and through their duly authorized representatives, have executed this Agreement intending to be bound, as of the date of the final signature below.

Entertainer



Name: Maricarmen Tredunlo

Title: Finance and Adm. Director

Date: 11/15/23

Attest:

City of Doral



Connie Diaz, City Clerk
Date: 11/20/2023



Barbara Hernandez, City Manager
Date: 11/20/2023

Approved as to Form and Legal Sufficiency



Valerie Vicente, City Attorney
Date: 11/17/2023