

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
NEW ORLEANS SQUARE BLOCK PARTY**

1. Professional Service Provider:

- a. Name: Brian Dean, Water's Edge Winery Broken Arrow
- b. Telephone: 918-269-9866
- c. Address: 116 S. Main Street, Broken Arrow, OK 74012

2. Project Title and Location: City of Broken Arrow New Orleans Square Block Party, July 1, 2022 from 6 to 10 p.m.

3. Contract for: Brian Dean, Water's Edge Winery, shall provide The Lords of 52nd Street as the band for the New Orleans Square Block Party on July 1, 2022 and fulfill all components of The Lords of 52nd Street Touring Artist Rider. Said executed contracts for The Lords of 52nd Street is attached as "Exhibit A" and the Tourist Artist Rider are attached as 'Exhibit B'.

4. Compensation: Professional Service Provider shall be compensated \$10,000.00 under this contract for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit an invoice requesting payment for services rendered to the City once the work is completed. The invoice shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

6. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws").

7. Entirety of Agreement: The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

8. Effective Date: This Contract is effective shall be effective upon signature of both parties.

9. Cancellation due to weather or other emergency situations: In the event of a severe weather event or a forced cancellation due to pandemic, fire, flood or act of God, the parties agree to reschedule the appearance on the same terms and conditions as above written at a time that is mutually convenient for the parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:

Water's Edge Winery

By: Michael L. Spurgeon
Michael L. Spurgeon, City Manager

By: Brian Dean
Brian Dean

Attest: [Signature]
City Clerk [Seal]

Date: June 2, 2022



Approved as to form:
[Signature]
Deputy City Attorney

VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 19th day of May, 2022, personally appeared Brian Dean, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Christal Neeley
Notary Public- State of Oklahoma
Commission # 21011334 Exp. 08/26/2025

[Signature]
Notary Public



THE LORDS OF 52nd STREET

The Lords of 52nd Street LLC.
11 Lone Oak Court
Centerport, NY 11721

Phone: (631) 935-3780
Website: www.thelords52ndstreet.com
Email: mohawkriverpromotions@gmail.com

February 23, 2022

RE: The Lords of 52nd Street

Event Details: Block Party
Location: 3300 South Elm Pl.
Broken Arrow, OK 74012
Date: Friday July 1, 2022
Time: TBD

The following is a contract between Waters Edge Winery and The Lords of 52nd Street LLC. for the performance of The Lords of 52nd Street. The terms of this contract consist of the following:

SCA Marion Amenities, LLC Agrees;

- I. To pay The Lords of 52nd Street LLC. a guarantee fee of \$12,500.00 (Twelve Thousand, Five Hundred Dollars) for their performance.
- II. To pay \$2,500.00 deposit within 30 days of execution of this contract.
- III. To provide backline, sound, stage, and lights per attached rider.
- IV. To provide food & hospitality for (10) per attached rider.
- V. To provide (10) Hotel rooms for date TBD.
- VI. To initial all pages of attached rider and abide by all terms unless different above.

The Lords of 52nd Street LLC. Agrees;

- I. To perform Friday July 1, 2022 (1) 90 min set with encore.
- II. To supply all ground transportation.

In the event of severe weather, related situations or personal emergency situations where by The Lords of 52nd Street cannot appear on the above date mentioned, both parties agrees to reschedule this appearance at the same fee and terms as above, at a date and time convenient for both parties.

This contract will become valid and legally binding with the signatures of both The Lords of 52nd Street, LLC and Waters Edge Winery.

In Agreement,

In Agreement,

Date: _____
Andrew Gilmartin,
The Lords of 52nd Street LLC.

Date: _____
Brian Dean
Waters Edge Winery

The Lords of 52nd Street

TOURING ARTIST RIDER

Artist Rider Requirements

This rider attached hereto and made part of the contract dated: _____

By and between: **ANDREW GILMARTIN (Manager) "The Lords of 52nd Street"**
(Hereinafter referred to ("Artist / Agent"))

And: _____
(Hereinafter referred to as "Venue / Buyer / Purchaser")

This agreement may not be changed, modified or altered except by instrument in writing signed by both parties hereto. In case of conflict in terms, **this** rider shall prevail.

Purchaser understands that the items requested below are necessary, so Artist can provide the best show for Purchaser.

If Purchaser has any questions, or for some reason cannot provide any of the following items, he/she should contact Artist Manager or Artist Booking Agency immediately.

Artist Booking Agency

Mohawk River Promotions
Attn: Richard Voris
Direct: (518) 858-8290 Cell
Email: mohawkriverpromotions@gmail.com

Artist Management

Attn: Andrew Gilmartin
Direct: (631) 935-3780 Cell
Email: anjegil@yahoo.com

Purchaser initial: _____

The Lords of 52nd Street

TOURING ARTIST RIDER

Artist Rider Requirements

Advertising

- A. **BILLING:** "Venue/Buyer" agrees to bill said "Artists" as the Headlining act, in all promotion, advertising and marquee information. "Venue" further agrees that no act shall appear in bigger, bolder or larger type, font or lettering than said "Artists."
- B. Buyer shall only use photographs and promotional materials supplied by the Artist or Artist's Agency.

Merchandising

- A. **Artists** reserve the right to sell tour souvenirs at **no cost** to the Artists. The name, photographs, or likeness of the Artists may not be used in **or** on any other program, souvenir, **book**, poster, pamphlet, or any other material or merchandise without consent of Artist.
- B. Two **(2)** concessions tables to be placed at least two (2) hours prior to show, at best location (near entrance.) Artists shall have permission from the building and promoter for a meet and greet and to sign autographs to the general public after the show is completed.

Hotel / Lodging:

Artist will require 9 – single king, non smoking hotel rooms.

Hotel must be a "brand name" 3.5 star minimum grade hotel. Hotel should be located no more than 15 minutes from venue. All rooms to be non smoking. All rooms to be checked in by artist tour manager only.

Audio & Video Recording:

There will be NO Audio or Video Recording during Artist performance without prior approval from Artist. This includes but not limited to Venue Staff.

Purchaser initial: _____

The Lords of 52nd Street

TOURING ARTIST RIDER

Artist Rider Requirements

Dressing Rooms:

- C. Artist's dressing room to have adequate lighting, heating and air - conditioning, and private bathroom. Dressing room should also be furnished with adequate seating and tables to accommodate Artist and crew. Dressing rooms are to be set up (1) hour prior to load-in.
-

HOSPITALITY BEFORE SHOW:

The hospitality "main green room" should be stocked with:

- One case (24) of cold bottled water
- Assorted juices, Iced Tea, Pepsi
- Coffee and tea (cream/milk, sugar, sweetener, cups, and spoons)
- Snacks (potato chips, pretzels, candies)
- Twelve (12) clean bath towels

Meal / Buy Out: Artist and crew (10 persons)

Meals consisting of:

Quality hot meal entrees off the venue restaurant or buffet.

All condiments and utensils needed for the above list.

The above will be provided by the purchaser at no charge to the band and crew.

Meal set up time is to be confirmed by artist tour manager only.

Meal Buy Out:

\$30 per person (10 people) – dinner

\$20 per person (10 people) – lunch

Purchaser initial: _____

The Lords of 52nd Street

TOURING ARTIST RIDER

Artist Rider Requirements

LOAD IN / SOUND CHECK:

The Lords of 52nd Street will require minimum of (2) loaders for load in. Venue / buyer will allow artist full use of the venue and production staff day of show to perform a full sound check adequate enough to ensure the professional standards of said "Artists" Production rider prior to that night's performance, sound check and load in time to be determined by said "Artists" tour manager and "Venue / buyer."

PARKING:

(If applicable) "Venue / buyer" will supply, make available, provide, reserve and or furnish Valet parking for necessary vehicles to said "Artists and crew" on the proposed arrival & performance date. Any and all costs of said parking will be the sole cost and responsibility of said "Venue."

GROUND TRANSPORTATION (TO AND FROM VENUE / HOTEL / AIRPORT):

(If required) "Venue / buyer" will provide all necessary ground transportation to artist and crew at no charge. Transportation requirements and scheduling is to be set up with artist tour manager or agent.

SECURITY:

"Venue/Buyer" will guarantee adequate professional insured security at all times to insure the safety of the general public, Artist personnel, their instruments, personal property, vehicles and Artist's production from stage call through load-out.

MEET AND GREET / BACK STAGE / GUEST LIST:

Artist will grant a meet and greet for "Venue / buyer" after show only. Approval must come from artist tour manager. Artist will be granted a 15 personal VIP guest list. At any time before or during the performance, no unauthorized personal are to be in the backstage area without proper backstage "all access" credentials. All credentials are to be given to the tour manager only for disbursement among crew and artist.

BACKLINE:

(If applicable) "Venue / buyer" will provide said "Artists" with professional music backline according to Artists backline rider, Venue / buyer will have the backline company set up and have all instruments in place according to artist's production rider and stage plot.

Purchaser initial: _____

The Lords of 52nd Street

MUSIC EQUIPMENT "BACKLINE" RIDER (If Applicable)

CONTACT: Andrew Gilmartin *Direct: (631) 935-3780 *Email: anjegil@yahoo.com

Liberty:

Mapex, Orion, DW

24"bass drum

8"tom

10"tom

12"tom

16"floor Tom with legs

18"floor Tom with legs

15" snare drum

snare stand

3 cymbal boom stands 1. hi hat stand

1. seat

2 foot pedals

Sabian Cymbals (Artisan) 15" hi Hats 21" ride

16" crash

18"crash

Malcolm:

Two (2) Hartke Hydrive or AK 4x1 O cabinets.

One (1) Hartke Bass Amp

Can be substituted with any equal rig by Aguilar or Mark Bass.

One (1) locking guitar stand

One (1) 15 foot (or longer) guitar cable

Richie:

2 tenor sax stands

1 Keyboard stand

1 stool

2 tambourines

1 maracas

1 music stand or small percussion table

1 Hammond XK1C

1 Volume Pedal

Russell:

Fender Super Sonic 22. direct box for Acoustic.

3 guitar stands, 3 guitar chords

Dennis:

Fender Twin

2 guitar cables. Outlet up to power pedals

Doug:

Top keyboard: Korg Krome 73 key (with sustain pedal and volume pedal)

Bottom Keys: Yamaha MO 8 (with sustain pedal and volume pedal)

2 tier keyboard stand

4 1/4 inch cables for stereo outs

Lead:

88 Key digital weighted action stage piano, can include the following:

Roland Juno-DS88

Yamaha MX88

Roland RDSX 800

Baby Grand (approx: 4 - 5ft) piano shell.

The Lords of 52nd Street

SOUND REQUIREMENTS RIDER

CONTACT: Andrew Gilmartin *Direct: (631) 935-3780 *Email: anjegil@yahoo.com

CH	INSTRUMENT	MIC	BLACK	WHITE	BLUE	PURPLE	YELLOW
1	Kick	Beta-52A					
2	Snare	SM-57					
3	Rack 1	e906					
4	Rack 2	e906					
5	Rack 3	e906					
6	Floor 1	MD-421					
7	Floor 2	MD-421					
8	Hi-Hat	SES					
9	OH Stage Right	C-414					
10	OH Stage Left	C-414					
11	Bass	Head Unit Out					
12	Lead SL Keys L	Stereo Radial L					
13	Lead SL Keys R	Stereo Radial R					
14	Lead USR Keys 1 (Top)	Radial DI					
15	Lead USR Keys 1 (Bottom)	Radial DI					
16	Richie's Hammond DSR	Radial DI					
17	Dennis GTR SRC	e906					
18	Dennis GTR SRC	Radial DI					
19	Russell GTR SLC	e906					
20	Russell GTR DI	Radial DI (Personal)					
21	Richie Sax RF	Personal					
22	Sampler L	Whirlwind DI					
23	Sampler R	Whirlwind DI					
24	VOX Doug (SR Keys)	SM-58					
25	VOX Richie SR	SM-58					
26	VOX Richie / Solo DS	SM-58					
27	VOX Dennis	SM-58					
28	VOX Russell	SM-58					
29	VOX Malcolm	Personal					
30	VOX Lead	SM-58					

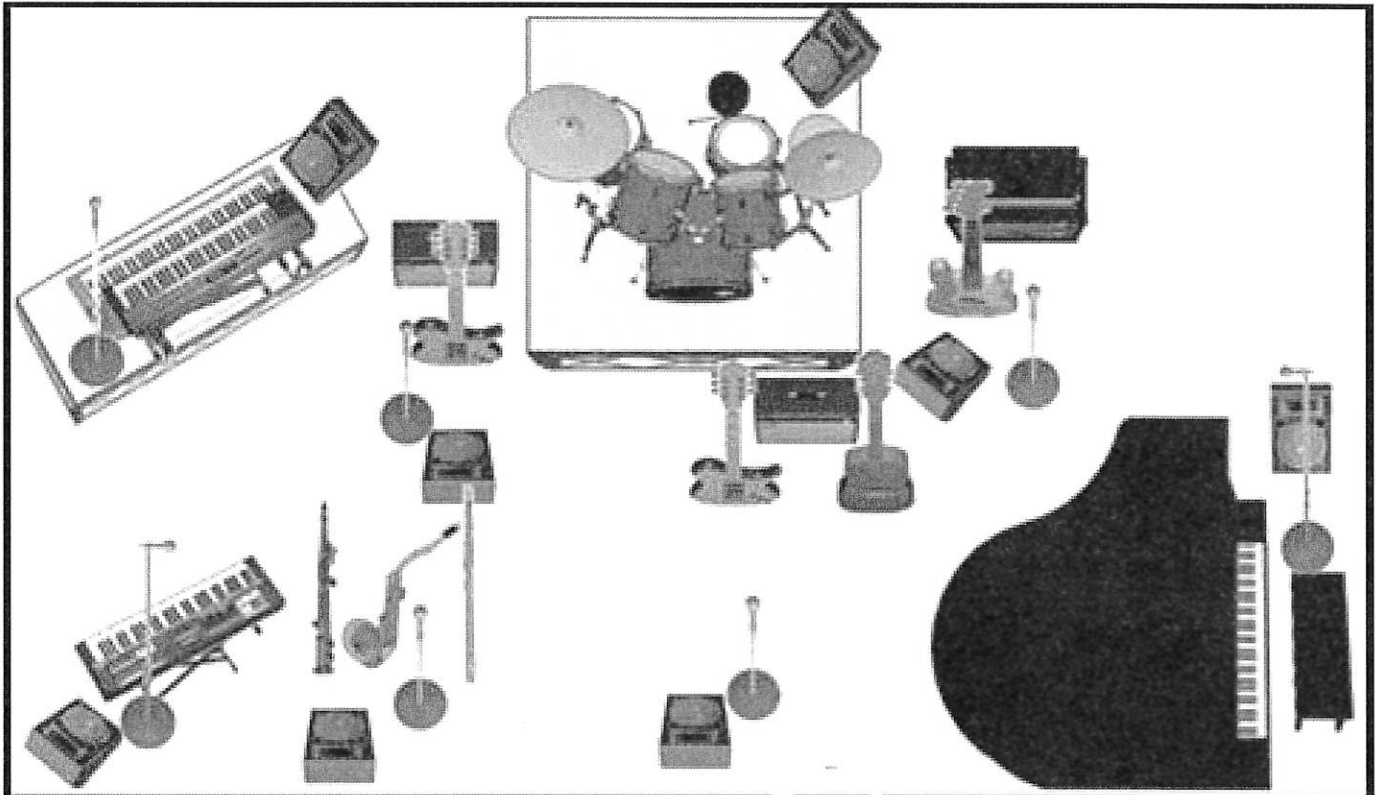
Purchaser initial: _____

Mohawk River Promotions LLC.
 2392 Troy Schenectady Rd. Niskayuna, NY 12309
 Richard Voris (518) 858-8290

The Lords of 52nd Street

STAGE PLOT

CONTACT: Andrew Gilmartin *Direct: (631) 935-3780 *Email: anjegil@yahoo.com



9 Monitors 8 Mixes

The Lords of 52nd Street

Purchaser initial: _____

Mohawk River Promotions LLC.
2392 Troy Schenectady Rd. Niskayuna, NY 12309
Richard Voris (518) 858-8290