

AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Under the Sea Pool Party Contract Date: 3/19/24

Statement of Purpose: This is a contract with Americana Mayhem Entertainment to provide entertainment at our Under the Sea special event.

Department Head Signature: [Signature] 3-20-24

Remarks, if any: Contracted w/ company before.

City Attorney Review and Signature: See attached email Date: 4/8/24

Other Signatures as Requested by the City Attorney: _____

					Name/Position
	Signature				Date: _____
Budget Confirmed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>		
Certificate of Insurance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>		
City Council Approval Needed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>		Date: _____	

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 04-08-24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Life Guard

From: Keeley Naughton
Sent: Thursday, March 28, 2024 8:40 AM
To: Life Guard
Subject: FW: Americana Mayhem Entertainment Contract
Attachments: Xerox Scan_03202024115042.pdf

-----Original Message-----

From: David Allen <D.Allen@NewportOregon.gov>
Sent: Monday, March 25, 2024 1:08 PM
To: Keeley Naughton <K.Naughton@NewportOregon.gov>; Michael Cavanaugh <M.Cavanaugh@NewportOregon.gov>
Cc: Spencer Nebel <S.Nebel@NewportOregon.gov>; Erik Glover <E.Glover@NewportOregon.gov>; Melanie Nelson <M.Nelson@NewportOregon.gov>
Subject: Re: Americana Mayhem Entertainment Contract

Attached contract looks okay, but on last page right above signature line, the responsible party signing should cross out (and initial) the sentence re: personally responsible for payment. --David

From: Keeley Naughton
Sent: Wednesday, March 20, 2024 12:03 PM
To: David Allen
Cc: Michael Cavanaugh
Subject: Americana Mayhem Entertainment Contract

David,

Attached is an agreement authorization form and contract for Americana Mayhem Entertainment.

Thank you,

Keeley



Americana Mayhem Entertainment & Productions
PO Box 175, Toledo, OR, 97391
541-867-7778

Email: Americana.mayhem@gmail.com Website: www.americanamayhem.com

Contract Title: "Under the Sea" Pool Party

(OPERATOR) COMPANY: The City of Newport
CONTACT PERSON/TITLE: Keeley Naughton/ Aquatics Supervisor
ADDRESS: 225 SE Avery St
CITY/ST/ZIP: Newport, OR 97365
WEBSITE: https://newportoregon.gov/dept/par/rec/
EMAIL: K.Naughton@NewportOregon.gov
CO. PH: 541-265-4857
CO. FAX:

Type of Show/ For Whom: Pool Party for Families & Children

Theme: Under the Sea

Date (s): Saturday, May 11th

Time (s): 1:00-3:00 PM

Set-up time (s): 12-1pm PM

Performance Venue: Aquatic Center

Address: 225 SE Avery St, Newport, OR 97365 **Load in:** 1.5 hours before event begins.

Room Layout: On Pool Deck

Guests: TBD

Report To and Contact #: Keeley Naughton

Secured Dressing Area: I think I can change in the family bathroom for this event....We will discuss when the event gets closer.

Per Diems/ Meals: Please provide a snack and water for 2 people while at event.

Americana Mayhem Entertainment will provide:

Dixie DeLish as the Yaquina Bay Mermaid. The Yaquina Bay mermaid, will assist the kids with decorating large clam and oyster shells at a craft station. Americana Mayhem to provide the shells, The Aquatic center to provide the craft supplies. Following the crafting, The mermaid will get in the pool and swim and play with the children in the pool. Mermaid will entertain for 2 hours. Includes crafting, entertainment, swimming as a mermaid, and cost of time cleaning and providing the real shells. Total for this package: \$250.00

Americana Mayhem Entertainment & Productions (AMEP) or Americana Mayhem Entertainment (AME)

General Requirements for Special Engagements

Dressing Room:

- Mirror, tables, trash bins
- Water and nearby restrooms
- Clean, secure, and well lit for make-up
- Sufficient number of chairs for artists
- ***Mermaid will need assistance getting from the dressing room to the pool in her mermaid tail. Please provide a wheel chair and personelle to assist the mermaid safely.

Food & Beverage:

- One snack served and maintained one hour before and one hour following given on-site timeline/ performance
- * **Water (at ALL engagements)**

Costumes

AMEP/AME provide top quality costumes of original in-house design and construction. Specific designs may be tailored to suit request.

Artist Souvenirs & Tips

Artists reserve the right to sell souvenirs, including hand painted oyster shells from the Yaquina Bay painted and designed by the mermaid, and have a small tip jar at her station.

Please review and fulfill the above noted TECH SPECS, as well as, the applicable information listed below in GENERAL REQUIREMENTS RIDER and/or attached specific TECHNICAL RIDER for all necessary general program/print copy specs, safety/technical needs, dressing room, food & beverage and travel & accommodation requirements.

Any unfulfilled requirements of OPERATOR, as noted in this contract, may affect the ability of artists to perform.

1. Any disputes arising out of this contract must be reported to AME LLC. within thirty (30) days and may be subject to the Rules of the American Arbitration Association.
2. All Contracts are non-cancelable.
3. **ARTISTS OBLIGATIONS:** The artists are or will become and remain a member in good standing with AMEP or AME for the duration of this contact. The artists agree to present shows according to the terms and program set forth in the present service contract.
4. **INDEMNITY:** Operator and AME shall indemnify one another, as well as all respective artists, agents, principles, officers, and directors from and against all claims, damage and related expenses (including, without limitation, reasonable attorney fees) incurred directly or indirectly or suffered as a result of any breach or alleged breach of this agreement, personal loss or injury, property damage, or accident brought by or on behalf of any person, firm, or corporation as a result of or in connection with accidental, negligence, and unlikely intentional acts of party, or covenant or representation, which is reduced to a final judgment.
5. **FORCE MAJEURE:** The present service contract will be invalid if an act of God occurs, and both parties will assume their respective expenses. "Act of God " refers to any consequence of a natural disaster or civil strife or war, travel advisory or warning (travel not supported by U.S. Govt. for U.S. Citizens abroad) that is beyond either parties control and is impossible to prevent and is one that prohibits the proper functioning and safety of artists(s) performance.
6. **BUSINESS RULE:** The parties to this agreement are acting as independent contractors and no employee/independent contractor of either shall not be deemed in the employ of the other, nor shall either party have any right or authority to act on behalf of the other beyond that expressly granted herein. Nothing contained herein or done pursuant hereto shall be construed to create a joint venture or partnership between the parties or create any relationship of employer and employee. AME and all artists and officers thereof honor representation by our Booking/ Talent/ Promoter/ Producer Agents and will, with integrity, establish and maintain professional representation within agreed policies of mentioned parties.
7. **COPYRIGHT/INTELLECTUAL PROPERTY:** Clients are expected to use AME creative concepts, materials and artistry in good faith. Confidentiality is imperative. If a submitted proposal does not meet a client's needs, AMEP and AME requests to be given the opportunity to meet those needs or be released in good faith and in the specified time frame (30 days prior for proposed bookings/90 days prior for holiday

bookings/ 120 days prior for custom shows/costumes) This release, if choosing/ booking another similar service company, will prohibit unauthorized use/ duplication or distribution of all AME promotional materials and artistry (for the same engagement), which include: artist references, artists, creative consultations, concepts, signature aesthetic, drawings, installation designs, costume design, characters, antics, scripts, music, acts, shows, choreography, and stage names. Additionally, the Operator agrees to forbid the media recording of show for advertising or any other purpose without first obtaining written authorization from AME, and then, only under the conditions accepted at that time.

8. **MODIFICATION:** Any modification or renunciation of any part of this present service contract must be submitted in writing to AME.

AMERICANA MAYHEM ENTERTAINMENT

Americana Mayhem Entertainment
PO Box 175,
Toledo, OR, 97391
541-867-7778

Total amount for entertainment services provided:
TOTAL: \$250.00

***To secure this price, contract date, and artists, please sign and return one copy of this contract by:
May 1, 2024

If contract is not confirmed by the above date, all artists, managers, and technicians for this engagement will be released and made available for other engagements.


Total Balance of: \$250.00	Due on: May 11 th , 2024	Payable to: Rebecca Sinnhuber
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ARTISTS WILL NOT PERFORM UNTIL BALANCE IS RECEIVED

In the event of a delinquent or past due balance, balance is subject to additional service fees, administrative fees and collection processes. Interest is compounded at 30% per annum.

No Claim on this agreement will be processed without a signed and returned copy of contract. Please sign and email back to Rebecca Sinnhuber at Americana.mayhem@gmail.com

~~By signing this agreement I agree to be personally responsible for payment of charges and invoices.~~ *SEN*



Rebecca Sinnhuber of
Americana Mayhem Entertainment



Responsible Party

Date: _____

Date: 04-08-24