



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: 5/21/22

Statement of Purpose: I would like to hire Americana Mayhem Entertainment to provide entertainment at the Under the Sea Pool Party at the Aquatic Center on May 21, 2022. Please see contract for more information.

Department Head Signature: *[Signature]* 4-29-22

Remarks, if any: _____

City Attorney Review and Signature: *see attached* Date: 4/26/22

Other Signatures as Requested by the City Attorney: _____

Signature _____ Name/Position _____ Date: _____

Budget Confirmed: Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No 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: 4-29-22

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: _____

Hello—

We have hired a local company, Americana Mayhem Entertainment, to perform at the Under the Sea Pool Party at the Aquatic Center on May 21st from 1-4 pm. Americana Mayhem Entertainment needs a signed copy of this contract returned to them by May 1st. Please let me know if you have any questions.

Thank you,

DA 4/26/22

Keeley Naughton



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 21st

Time (s): 1-4pm

Set-up time (s): 11:30-12:45PM

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: Please reserve one of the classroom to change in and store belongings in to while performing. Must be private.

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 be equipped with crown and tail, and will sit on her throne for photo ops and give the children sea themed gold foil temporary tattoos. Mermaid will also have a small table for tattoo supplies. Mermaid will entertain for 2 hours. This package includes 1 artist (Mermaid) and 1 assistant to help with set up and load in. Foil tattoos to be provided by the Newport Aquatic Center, cut up and ready to be applied at the start of event.

Total for this package: \$150.00

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

General Requirements for Special Engagements

Dressing Room:

- A rack for hanging costumes
- Mirror, tables, trash bins
- Water and nearby restrooms
- Clean, secure, and well lit for make-up
- Sufficient number of chairs for artists

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 AMEP/AMP 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 contract. The artists agree to present shows according to the terms and program set forth in the present service contract.
4. **INDEMNITY:** Operator and AMP or 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. AMEP or 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 AMEP and 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 AMEP and 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 AMEP and/or 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 AMEP and/or AME.



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

Total amount for entertainment services provided:
TOTAL: \$150.00

***To secure this price, contract date, and artists, please sign and return one copy of this contract by: May 1, 2021

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: \$150.00	Due on: May 21 st , 2022	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.~~

 Rebecca Sinnhuber of
 Americana Mayhem Entertainment

City of Newport
 Responsible Party *SKM*

Date: _____

Date: 04-29-22

