
MEMO

APPROVED
08/30/2021



DATE: August 23, 2021
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Bootlegger Union

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of Tulsa County Parks department and Bootlegger Union for the use of LaFortune Park Southwest Shelter on August 27, 2021 from 6:00 pm to 9:00 pm as further described in the attached.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The August 30, 2021 BOCC meeting agenda.

CMF# 20211980



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PERFORMANCE AGREEMENT

Performer's Name: Bootlegger Union Phone Number: 918-637-1223
Email Address: bootleggersunionband@gmail.com Number of Performances: 1
Schedule: 6:00 p.m. to 9 p.m. Date(s) of Performance(s): August 27, 2021
Location of Performance: LaFortune Park Southwest Shelter

Terms and Conditions

HOLD HARMLESS AGREEMENT: PERFORMER will hold harmless Tulsa County, its divisions, Elected Officials, employees, and agents from all causes of action arising from the operations of the PERFORMER.

Logistics:

- PERFORMER acknowledges that a fifteen to twenty (15-20) minute intermission will be taken halfway through the performance(s). *This is not applicable for performances under one (1) hour.*
- PERFORMER will provide all necessary equipment for the performance except as specified by the County. PERFORMER shall be responsible for the removal of his/her equipment from the premises in a timely and reasonable manner.
- PERFORMER must present any special requests or needs to the Parks Staff at least thirty (30) days prior to the performance date.
- PERFORMER recognizes and acknowledges that PERFORMER is an independent contractor and that the County owes no legal obligations to the PERFORMER except those contained within this Agreement and any enumerated in Oklahoma State Statutes which are applicable to the County.

Payment:

- PERFORMER shall provide an invoice for payment to the Parks Staff at the conclusion of the performance(s).
- The County will pay the PERFORMER \$ 500.00 per performance upon receipt and processing of the invoice.
- County will provide ONLY (a) the staging area at the aforementioned location, (b) electricity, and (c) bottled water for the PERFORMER(S).

Cancellation and/or Termination:

- In the event that the performance must be cancelled due to circumstances beyond the County's or the PERFORMER'S control (i.e., weather, electrical malfunctions, illness, etc.), the PERFORMER and the County will reschedule the performance at a mutually agreeable date and time.
- In the event that a mutually agreeable time and date cannot be confirmed, the County agrees to pay in liquidated damages to the PERFORMER for lost opportunity, if the cancellation was called for by the County.
- This Agreement may be terminated by either party for any reason with at least thirty (30) days written notice to the other party.

Tulsa County assumes no responsibility or liability whatsoever for the PERFORMER'S person, property, or clothing (or other persons or property authorized by PERFORMER to perform this contract) before, during, or after the performance at this location. Tulsa County is hereby released and discharged from any and all responsibility and liability associated with any loss, injury, or damage associated with the PERFORMER.

Entirety of Agreement:

The terms set forth above constitute the entire Agreement between the County and PERFORMER and supersedes any previous oral or written agreements. The laws of the state of Oklahoma shall govern the terms of this Agreement.

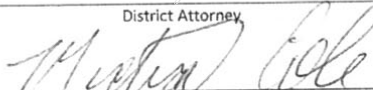


Chairperson
Board of County Commissioners

08/30/2021 _____
Date

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2021.08.20 17:27:47 -05'00'

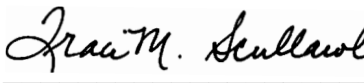


District Attorney
Performer or Performer's Representative

Date

August 16, 2021 _____
Date

Attest:



Traci Scullaw for Michael Willis, Tulsa County Clerk



CMF# 20211980