

VILLAGE OF OBETZ  
RECORD OF ORDINANCES

ORDINANCE: 16 - 20

PASSED: April 27, 2020

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MEDIA PROMOTIONS ENTERPRISES FOR ENTERTAINMENT AT THE 2020 OBETZ ZUCCHINI FESTIVAL AND DECLARING AN EMERGENCY**

**WHEREAS**, Media Promotion Enterprises ("MPE") books all types of performers, from national attractions to regional artists and also provides support services such as staging, sound, lighting, backline and event management; and,

**WHEREAS**, the Village contracts with MPE to provide entertainment for the Obetz Zucchini Festival.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OBETZ, OHIO, THAT:**

Section 1. Village Council hereby approves and authorizes the Village Administrator to enter into an agreement with Media Promotion Enterprises as set forth in Exhibit A and any related agreements.

Section 2. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that contracts must be finalized before major portions of the event can be planned; WHEREFORE, this Ordinance shall take effect and be in force immediately upon passage by Council.

Passed this 27 day of April, 2020.

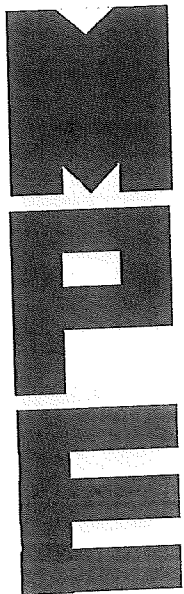
ATTESTS:

Stacey Boumis  
Stacey Boumis, Clerk of Council

Angela M. Kirk  
Angela M. Kirk, Mayor

Michael R. Flaherty  
Michael Flaherty, Council Pres. Pro Tem





# MEDIA PROMOTION ENTERPRISES

## ARTIST CONTRACT

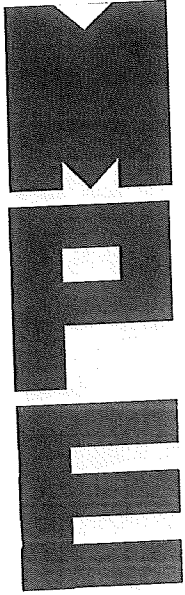
This agreement, and the attached addenda herein, duly executed this 1 April 2020, between **Media Promotion Enterprises** (herein known as "MPE or Producer") and the **Village of Obetz** (herein known as "Purchaser") shall verify the terms and conditions of our agreement regarding the following entertainment event.

### SHOW INFORMATION

1. **Artists:** Friday – TBD [If applicable will appear in separate contract]  
Saturday September 5 – Ezra Ray Heart [Headliner]  
Sunday September 6 – Big & Rich [Headliner]
2. **Dates:** September 4,5,6, 2020
3. **Location:** Fortress Field Stadium, Obetz, OH  
2015 Recreation Trail  
Obetz, OH 43207
4. **Event:** Obetz ZucchiniFest
5. **Times:** Headliners at approx. 8:30PM

### OBLIGATIONS OF MPE

1. **Artist**  
MPE shall provide headlining ARTIST's for performance as listed above.
2. **Production**  
MPE agrees to provide professional production as required by ARTIST/S and that package as well as other elements to produce the event will appear in a separate contract as MPE/Producer provided in 2019.
3. **Promotional Materials**  
MPE shall forward to the PURCHASER all approved promotional images/material provided by the ARTIST. MPE shall work with the PURCHASER to ensure that all to gain approval of a marketing plan and any print media.
4. **Production Schedule**  
MPE agrees to provide a Production Flow chart with schedule of all main stage activities and will distribute to PURCHASER, production staff, and ARTIST.
5. **Photo Op**  
MPE agrees to create an area backstage for a brief photo-op with each headlining artist backstage. MPE will take photos and provide them to Purchaser. No other photographers or cell phones will be used. Photo-ops will be limited and final number will be decided by Tour Manager/Management.



# MEDIA PROMOTION ENTERPRISES

6. **Village Safety**

A. In the interest of public safety and welfare, PURCHASER has established a policy relating to registered sex offenders. Pursuant to that policy, if it comes to PURCHASER'S attention that any of MPE'S staff members (paid or volunteer) or subcontractors is a registered sex offender, PURCHASER will notify MPE so that MPE may take appropriate action. If under this Agreement MPE and its staff (paid and/or volunteer) or subcontractors will be providing services in any designated children's area, MPE certifies that it has checked the National Sex Offender Public Registry ([www.nsopw.gov](http://www.nsopw.gov)) for each member of its staff (paid and volunteer) or subcontractor and determined that no one is a convicted sex offender according to that registry. This paragraph shall apply to any subcontractor(s) who MPE contracts with to provide Services under this Agreement.

B. MPE guarantees that the individuals employed by MPE working under this Agreement are authorized to work in the United States. MPE will upon demand provide Obetz with appropriate documentation (Form I-9) for any employee performing services for Obetz. MPE agrees to indemnify Obetz for any issue arising out of the MPE's hiring or retention of any individual who is not authorized to work in the United States.

## OBLIGATIONS OF PURCHASER

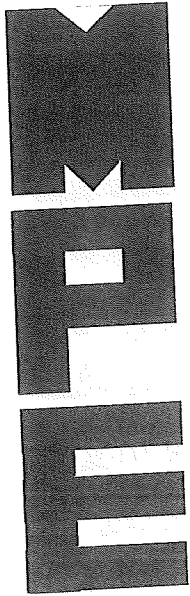
1. **Venue Access**  
PURCHASER agrees to avail premises to MPE in order to execute the requirements of ARTIST/S and production.
2. **Support**  
PURCHASER shall not employ any master of ceremonies, or announcer, or opening act(s) for the performance, without ARTIST'S prior consent. MPE shall work with PURCHASER to submit acts to gain approval.
3. **Hotel Accommodations**  
PURCHASER to provide hotel accommodations for ARTIST/S as listed above. A rooming list shall be provided by MPE.
4. **Security**  
PURCHASER shall provide security from the time ARTIST'S equipment arrives until it has been loaded back into ARTIST'S or Contractor's trucks. PURCHASER shall not handle ARTIST'S equipment. PURCHASER shall provide security to fulfill the obligations of the ARTIST/S.
5. **Rehearsal and Soundcheck**  
PURCHASER agrees that the concert venue will be closed during the technical rehearsal of the ARTIST/S.
6. **Advertising and Ticketing**  
PURCHASER agrees this will be a 100% free show. PURCHASER will be responsible for all advertising, promotion, ticketing, taxes, licensing, and permits as locally required. PURCHASER agrees to submit all marketing materials to MPE for approval by ARTIST before use. PURCHASER agrees to hold all advertising until deposit is received by MPE.

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(304) 697-4222  
(800) 788-4006  
(800) 494-7315 FAX

*Professional Entertainment*

423 Sixth Avenue  
Huntington, WV 25701  
[www.mpe-entertainment.com](http://www.mpe-entertainment.com)



# MEDIA PROMOTION ENTERPRISES

## 7. **Big & Rich**

- Big & Rich tour dates will include Cowboy Troy. Purchaser agrees to include Cowboy Troy at 50% billing below Big & Rich in all print ads and agrees to mention Cowboy Troy one time in all radio and television ads. Cowboy Troy is not opening act, but part of Big & Rich's show.
- There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of ARTIST or ARTIST'S performance (for example creating a dvd of the show or photographs and selling it) etc. or setup of a live-stream or broadcast where PURCHASER would profit from the ARTIST/S likeness. The use of the in-house video walls will be provided by the Purchaser.
- PURCHASER shall work with ARTIST in regards to product sponsors associated with ARTIST if applicable.

## 8. **Force Majeure**

PURCHASER agrees that all entertainment performances are subject to Force Majeure parameters. Provided that the ARTISTS are present on location and able to perform pursuant to the terms hereof, payment of all guaranteed compensation shall be made to MPE. The obligation of the ARTIST to perform is subject to detention or prevention by accidents of ground transportation, Acts of God, riots, strikes, labor disputes, epidemics, any act or order of public authority, or any cause, similar or dissimilar beyond the control of MPE, PURCHASER, and ARTIST, which, in the PURCHASER'S determination, would prevent or interfere with the presentation of the show.

In the event of inclement weather creating dangerous or unsafe performance conditions, resulting in cancellation of any show, MPE is to be paid in full. The final decision pertaining to the exercise of this item will lie with the PURCHASER upon consultation with MPE and the Artist's representatives.

## 9. **State of Ohio**

The terms of the contract are subject to the laws of the State of Ohio as they relate to municipalities.

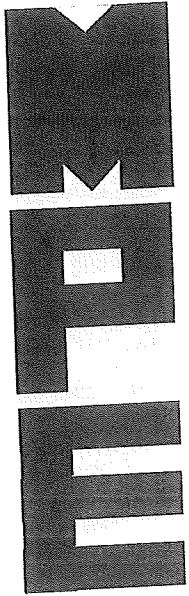
## 10. **Additional Provisions**

Sponsorships shall not imply a relationship with the ARTIST/S.

All terms are strictly confidential.

PURCHASER will not have the right to broadcast or televise, or otherwise reproduce the Performance(s) or any part thereof.

PURCHASER agrees that if a cancellation must occur for the Performance(s) hereunder, due to ARTIST/S sole discretion, a (30) days' notice to PURCHASER prior to the Performance(s) date will be given. In such event, any amounts previously paid by PURCHASER pursuant to this Agreement shall be returned, and ARTIST/S shall have no further obligations.



# MEDIA PROMOTION ENTERPRISES

## Payment Terms

Purchaser to pay MPE \$180,000 (One Hundred Eighty Thousand Dollars and Zero Cents) as follows:

- 1) A deposit of 50% or \$90,000 (Ninety Thousand Dollars and Zero Cents) payable to MPE Entertainment by certified funds will be due with the returned signed contract.
- 2) The remaining balance of \$90,000 (Ninety Thousand Dollars and Zero Cents) payable to MPE Entertainment will be due on or before September 4, 2020 prior to load-in.

**BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY ARE AUTHORIZED TO DO SO, AND ASSUME RESPONSIBILITY TO SATISFY ALL TERMS AND CONDITIONS OF THIS CONTRACT.**

### **PURCHASER**

X \_\_\_\_\_  
Angela Kirk  
Mayor  
Village of Obetz  
4175 Alum Creek Drive  
Obetz, OH 43207  
(614) 491-1080

### **MPE - Producer**

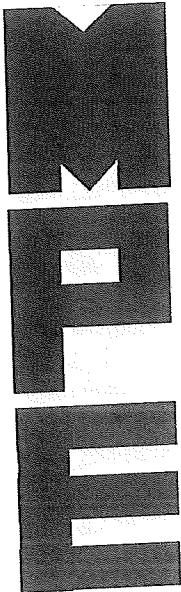
X \_\_\_\_\_  
Joe Eddins  
President  
Media Promotion Enterprises, LLC  
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Huntington, WV 25701  
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# MEDIA PROMOTION ENTERPRISES



Approved as to Form:

\_\_\_\_\_  
Stephen J. Smith, Esq., Law Director

## CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the Village of Obetz' obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

\_\_\_\_\_  
M. Matthew Cramblit, Director of Finance

\_\_\_\_\_  
Date

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