

COTTONWOOD HEIGHTS

RESOLUTION No. 2024-37

A RESOLUTION APPROVING PERFORMANCE  
CONTRACTS FOR 2024 BUTLERVILLE DAYS

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met on 21 May 2024 to consider, among other things, approving performance contracts (the "Agreements") with Jake Tesch d/b/a "Vocalocity" and Charley Jenkins d/b/a "Charley Jenkins" (collectively, the "Providers") whereunder the City would engage the Providers to perform at the City's 2024 "Butlerville Days" community celebration on the terms and conditions specified in the Agreements; and

WHEREAS, the Council has reviewed the form of the Agreements, copies of which are annexed hereto as exhibits; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreements as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreements with Providers are hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreements on behalf of the City.

This Resolution, assigned no. 2024-37, shall take effect immediately upon passage.

PASSED AND APPROVED this 21<sup>st</sup> day of May 2024.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By:

Paula Melgar, Recorder

By:

Michael T. Weichers, Mayor



VOTING:

Michael T. Weichers  
Matt Holton  
Suzanne Hyland  
Shawn E. Newell  
Ellen Birrell

Yea  Nay \_\_\_  
Yea  Nay \_\_\_  
Yea  Nay \_\_\_  
Yea  Nay \_\_\_  
Yea  Nay \_\_\_

DEPOSITED in the office of the City Recorder this 21<sup>st</sup> day of May 2024.

RECORDED this 22 day of May 2024.

# Performance Contract

**THIS PERFORMANCE CONTRACT** (this “*Agreement*”) is made effective 21 May 2024 between **JAKE TESCH** an individual d/b/a **VOCALOCITY**, whose address is 1141 North 2275 West, Layton, UT 84041 (“*Artist*”), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 (“*City*”). This Agreement concerns a musical production to be staged by Artist at City’s 2024 Butlerville Days community celebration (the “*Event*”) scheduled for 26-27 July 2024 at 7500 South 2700 East in Cottonwood Heights, UT. This Agreement constitutes the entire contractual relationship between City and Artist concerning the Performance.

Section 1. **Setup Time.** Artist shall deliver its equipment to the stage area at the Event no later than 6:45 p.m. on 27 July 2024. City anticipates that the stage (the “*Stage*”) will be erected and ready for use by 6:45 p.m. on that date, whereupon Artist may set up its equipment on the Stage and conduct a sound check. A final sound check may be conducted between 6:45 p.m. and 7:00 p.m. on July 27<sup>th</sup>.

Section 2. **Performance Times.** Artist shall perform (the “*Performances*”) between 7:00 p.m. and 8:00 p.m. (i.e., 60 minutes) on 27 July 2024. Artist’s performances will consist of original music and some covers, appropriate for a family-oriented, community event.

Section 3. **Total Compensation.** The total compensation to be paid by City for the Performance and all of Artist’s services under the Agreement shall be a flat fee of \$1,500 (the “*Contract Price*”). City shall pay a deposit of 0% of the Contract Price (the “*Deposit*”) upon the parties’ joint entry into this Agreement.

Section 4. **Equipment; Supplies; Personnel.** City only is required to (a) provide an elevated stage at an outdoor venue, equipped with lighting and at least two electrical connections within 50 feet of the stage; (b) use reasonable diligence to assure that all City-provided equipment is in good working order for the Performance; (c) assure easy access to the stage area for loading and unloading of Artist’s equipment; and (d) parking for Artist’s van, bus, and/or trailer in convenient distance to the stage (Artist shall inform City in writing of Artist’s parking needs at least five business days before the Event). City is not required to provide any other facilities, equipment, supplies or personnel under the Agreement except the following: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Section 5. **Nonperformance.** If the Performance cannot occur due to force majeure events (natural disaster, extreme weather conditions, war, riot, or similar events beyond the reasonable control of either party) notwithstanding that Artist is ready, willing and able to stage the Performance, then City shall pay one-half the Contract Price. If the Performance cannot occur due to death, illness, injury or other reasons affecting Artist such that Artist cannot stage the Performance, then City shall be excused from any obligation to pay any of the Contract Price and the Deposit shall be promptly refunded to City.

Section 6. **Advertising.** City controls all advertising and publicity for the Event, provided that if any such advertising or publicity does more than name Artist and/or its artist for purposes of publicizing the Performance, Artist shall have the right to review and pre-approve such advertising, etc., which approval shall not be unreasonably withheld, conditioned or delayed.

Artist consents to City's use of Artist's image in City publications, video recordings, photographs, images or the like advertising or memorializing the Event.

Section 7. **Recording, Etc.** City has no control over Event attendees choosing to record, broadcast, photograph or otherwise reproduce any part of the Performance.

Section 8. **No Right to Sell Goods or Merchandise.** Artist may sell programs, photographs, recordings, posters or other merchandise concerning their music or status as a performance group during their performance and for one hour thereafter from a City-designated location at the Event that is reasonably acceptable to Artist.

Section 9. **Cancellation.** Either party's right to cancel the Performance, and this Agreement, shall expire on 20 June 2024.

Section 10. **Change of Artist.** Artist is not entitled to substitute another performer for the artist designated above.

Section 11. **Other Artists.** City may freely allow other artists, performers, etc. selected by City to perform on the Stage before and after the Performance.

Section 12. **Immunity Act.** City is a governmental entity that is covered by the provisions of the Governmental Immunity Act of Utah, UTAH CODE ANN. 63G-7-101 et seq. (the "*Immunity Act*"). By entering into the Agreement, City does not waive any rights or protections to it under the Immunity Act.

**DATED** effective the date first-above written.

**CITY:**

**ATTEST:**

**COTTONWOOD HEIGHTS**, a Utah municipality

By: \_\_\_\_\_

**Paula Melgar**, Recorder



By: \_\_\_\_\_

**Michael T. Weichers**, Mayor

**ARTIST:**

**VOCALOCITY**

By: \_\_\_\_\_

**Jake Tesch**

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\_\_\_\_\_  
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\_\_\_\_\_.

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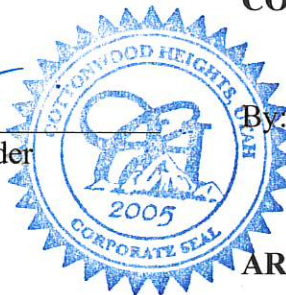
**DATED** effective the date first-above written.

**CITY:**

**COTTONWOOD HEIGHTS**, a Utah municipality

**ATTEST:**

By:   
**Paula Melgar**, Recorder



By:   
**Michael T. Weichers**, Mayor

**ARTIST:**

**VOCALOCITY**

By: \_\_\_\_\_  
**Jake Tesch**