

## Operations Agreement

### 9<sup>th</sup> Street Summerfest Concert Series – 9<sup>th</sup> Street September 8 & 9, 2017, September 15 & 16, 2017

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This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Columbia, Missouri (“City”) and Majestic Live LLC (D.B.A. The Blue Note) “Organizer”, a limited liability company organized in the State of Wisconsin.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

The Parties agree to the following provisions for the operation of the 2017 9<sup>th</sup> Street Concert Series:

1. Approval is given to Organizer to hold the 9<sup>th</sup> Street Summerfest Concert Series, subject to the restrictions and conditions set forth in this agreement.
2. Dates of Events. Organizer is authorized to hold four (4) 9<sup>th</sup> Street Summerfest Concerts on the following dates. These dates include the day prior to, and day of, home University of Missouri football games:
  - a. Friday, September 8, 2017
  - b. Saturday, September 9, 2017
  - c. Friday, September 15, 2017
  - d. Saturday, September 16, 2017
3. Set-Up Activities. Set-up for each event may begin at 7:00 a.m. each Friday. All tents, port-a-johns, and other temporary structures used for the concerts shall be removed and other clean-up completed by 6:00 a.m., the following Sunday. All areas of the street outside the concert area shall remain open to the public.
4. Other Requirements, Plans, and Technical Map.
  - a. The Organizer shall comply with the layout set forth in the - Technical Map, which is attached to and made a part of this agreement.
  - b. Hours of Operation. The Organizer is allowed to operate from 6:00 p.m. until 11:00 p.m. each date as outlined in section 2.
  - c. Security Plan. No later than two (2) weeks prior to the event, the Organizer shall provide a Security Plan acceptable to the City. The Security Plan shall outline procedures to be implemented in the event of an emergency situation during the event.

- i. The Organizer shall provide additional security personnel in the amount of one (1) per every 500 attendees.

5. Alcohol Sales. The Organizer has requested permission to sell alcoholic beverages as part of the concessions operations. All sales of alcohol at the Concert Series shall comply with the requirements of law and the following provisions:

- a. Alcoholic beverages shall be sold at the soda & bar stations shown on the Technical Map.
  - b. Pouring of alcoholic beverages into anything other than the cup intended for the beverage is prohibited.
  - c. Alcoholic beverages shall not be sold or served in glass bottles or glass containers.
  - d. Bartenders and event staff are responsible for insuring that identifications are checked before the issuance of wrist bands.
  - e. Intoxicated individuals will not be served.
  - f. All servers and event staff in the alcohol sales area are required to complete SMART training offered online by the University of Missouri on alcohol awareness and the restrictions listed above. Persons serving alcohol are required to carry a server certificate issued by the Department of Health and Human Services.
  - g. Alcoholic beverages shall be served only from 6:00 p.m. until 11:00 p.m. each event date listed in section 2.
  - h. The alcoholic beverage sales may immediately be halted for noncompliance with any of the above listed conditions. The City of Columbia Police Department shall enforce these conditions and may require closure of all bar stations upon determining that any condition has been violated.
6. Street Closures and Parking Restrictions.
- a. The Organizer is authorized to close 9<sup>th</sup> Street from Walnut south to Broadway on Friday, September 8, 2017 at 8:00 a.m. The street is to be clear and open to traffic no later than 6:00 a.m. Sunday, September 10, 2017.
  - b. The Organizer is authorized to close 9<sup>th</sup> Street from Walnut south to Broadway on Friday, September 15, 2017 at 8:00 a.m. The street is to be

clear and open to traffic no later than 6:00 a.m. Sunday, September 17, 2017.

- c. The Organizer shall provide personnel outfitted in high-visibility vests on Friday, September 8, 2017 and Friday, September 15, 2017, to direct traffic into, and out of, Commerce bank drive-thru, until bank closing each day.
7. Insurance. The Organizer shall obtain and maintain the following insurance in connection with the events.
- a. The Organizer shall take out and maintain for the concert series such Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from event operations, whether such operations be by itself or by any one directly or indirectly employed or otherwise working for it for the duration of set-up, execution and breakdown of festivities. The amount of insurance shall be not less than \$1,000,000.00 combined single limit for anyone occurrence covering both bodily injury and property damage, including accidental death.
  - b. The Organizer shall furnish City with a certificate of insurance that names the City of Columbia, its elected officials and employees as additional insureds in the amounts required in this agreement and that requires a 30-day mandatory cancellation notice.
8. **HOLD HARMLESS.** To the fullest extent not prohibited by law, the Organizer shall indemnify and hold harmless the City of Columbia, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of the Organizer, of anyone directly or indirectly employed by or otherwise working for the Organizer, or of anyone for whose acts the Organizer may be liable, in connection with the events. This provision does not, however, require the Organizer to indemnify, hold harmless, or defend the City of Columbia from City's own negligence. The indemnification set forth herein is a continuing obligation and survives the expiration or termination of the agreement. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.
9. Additional Requirements.
- a. The Organizer shall provide security, identification checking, emergency medical resources, fencing, and signage for the events.

- b. The Organizer shall be responsible for compliance with the Operations Agreement regardless of the failure of any third party to fulfill its obligations or promises to the Organizer.

- 10. No Waiver of Immunities. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- 11. Compliance with laws. Organizer shall comply with all federal, state, and local laws, codes, rules, and regulations in the operation of the events.
- 12. The term of this agreement shall commence on the Effective Date and shall terminate six (6) months following the Effective Date.
- 13. Termination by Convenience. City may terminate this agreement for its convenience.
- 14. Termination by Default. Should the Organizer be in default of any provision of this agreement, City may immediately terminate this agreement.
- 15. No Third-Party Beneficiary. No provision of the agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the agreement.
- 16. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 17. Governing Law and Venue. This agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

Majestic Live , LLC (D.B.A.The Blue Note)

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

ATTEST:

\_\_\_\_\_

# SUMMERFEST FOOTPRINT 2017

