

Town of Bowdoinham

13 School St • Bowdoinham, ME 04008 Phone 666-5531 • Fax 666-5532 www.bowdoinham.com

Nicole Briand, Town Manager

2025 Summer Concert Series

This agreement is made between the Town of Bowdoinham and Earl Bigelow, D/B/A Watersong Music, for the Town of Bowdoinham's Summer Concert Series.

On average the Town is willing to spend up to \$500 per band, for a total of \$4,500. In addition, a flat rate of \$150 per concert for hired AV assistance, for a total of \$1,350. And a flat fee of \$200 for the administration of the concert series, for a grand total of \$6,050.00.

The Town of Bowdoinham will pay up to a total of \$6,500.00 to cover all parts of this agreement to Earl Bigelow for:

Scheduling

- Nine Sunday summer concerts will be held on June 30, July 7, 14, 21, & 28, August 4, 11, 18, & 25 at Mailly Waterfront Park from 6-8pm.
- In the case of inclement weather, a rain date will be scheduled for the following Wednesday.
- By January 1, 2025 Earl Bigelow will provide the Town with a list of bands and their rates, and work with Town Staff to an create an agreed upon prioritized shortlist to be used to schedule the bands.
- By April 1, 2025 Earl Bigelow will provide the Town with a final schedule and budget for the series. and any marketing materials to promote the concert series.
- Earl Bigelow will be responsible for determining which state Covid-19 restrictions for concerts are applicable at the time of each concert and providing signage and notifications as necessary to ensure attendees are aware of the current requirements.
- The Town will be responsible for creating and printing all marketing materials. Earl Bigelow will help distribute marketing materials such as posters and handouts at concerts and in the community.
- Earl Bigelow, or a representative, will be present at all concerts.
- Earl Bigelow will be responsible for paying all musicians that contract to play in the Concert Series as described in this contract.

Rain dates and cancelations:

- Decisions to cancel a show due to inclement weather will be made by Town Staff and communicated to Earl Bigelow via email by 4:00 pm on the Friday before a Sunday show and Monday at 4:00 pm before a Wednesday show. Earl Bigelow is responsible for informing the bands of the cancelation and Town Staff will inform the benefit groups.
- If a band(s) cancels for a Sunday show or cannot make the Wednesday rain date, the Town will deduct the cost of the band's fees plus \$150 for the hired AV assistance for each canceled concert from the next scheduled payment to be made to Earl Bigelow.
- If the Wednesday rain date is also cancelled, there will be no additional rain dates and 50% of the band's fees will be refunded.

Costs and Payments

Barring no cancelations and upon receiving an invoice from Earl Bigelow after every three concert dates the Town will make the following payments to Earl Bigelow:

- 1. \$2,000 on July 19, 2024
- 2. \$2,000 on August 9, 2024
- 3. \$2,050 on August 25, 2024

These payments are subject to change in the event of cancellation(s) as described within this contract.

Earl Bigelow agrees to obtain Independent Contractor Certification from the State of Maine Workers' Compensation Board or proof of workers compensation insurance and submit a W-9 to the Town. If the Independent Contractor Certification or proof of workers compensation insurance is not obtained and a W-9 is not submitted before the first concert, then payment is forfeited and this contract void.

The Town of Bowdoinham accepts no responsibility for lost, stolen or damaged equipment. Earl Bigelow shall indemnify, defend and hold harmless the Town of Bowdoinham, its employees and agents from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising before, during or after the performance covered by this agreement.

Agreed upon by:		
Nicole Briand, Town Manager	Date	
Earl Bigelow	Date	
Contact Name: <u>Earl Bigelow</u>	Phone	
Address:	+	
E-mail:		