

## DAMON DOTSON PERFORMANCE CONTRACT

This performance agreement is made and entered into as of, Thursday April 15, 2021, by and between, City of Prairie City Celebration Commission, (**Purchaser**), and the musical group or performer. DAMON DOTSON, (**Artist**). In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Artist agree as follows:

**1) Engagement.** The Purchaser hereby engages Artist to render a musical performance, and Artist hereby agrees to render such Performance under the terms and conditions specified herein.

**2) Artist Information.**

Damon Dotson  
1115 45th Street  
Des Moines, IA 50311  
Phone: 712-330-9944  
E-Mail: damondotsonmusic@yahoo.com

**3) Purchaser Information.**

Purchaser: City of Prairie City Celebration Commission  
Address: 203 E Jefferson  
City/State/Zip: Prairie City IA 50228

Purchaser Contact:  
E-Mail: christylindsay21@gmail.com

**4) Location of Performance.**

Venue Name: Garden Square/Bandstand  
Street Address: 103 N Marshall  
City/State/Zip: Prairie City IA. 50228  
Sound/PA Contact (if any): **ARTIST** will provide PA

**5) Date(s) and Time(s) of Performance.**

Date(s) of Performance: Friday July 30, 2021  
Load-In/Set-Up Time: 5:30  
Sound/PA Provided by: **ARTIST**  
Staging/Electrical Provided by: **PURCHASER**  
Event Start: 7:30pm  
Performance Start: 7:30pm  
Performance End: 10:30pm  
Performance not to exceed 3 hours. With (1) 15 minute breaks at bands discretion.

**6) Compensation.** In full consideration for all services rendered by Artist at the Performance, Purchaser agrees to make the following payment in U.S. funds to Artist.

- a) Set fee of dollars: \$3,000  
(Paid **DIRECTLY TO ARTIST** any time before the show starts on **DATE**)
- b) All payments may only be made in cash, VENMO, money order, cashier's check, or personal check payable to Artist.

**\*\*PAYMENT MUST BE HAND DELIVERED or MAILED ONLY TO DAMON DOTSON\*\***

**\*\*PAYMENT MUST BE EXCLUSIVE AND CONFIDENTIAL BETWEEN ARTIST AND PURCHASER.**

c) All payment balances due must be reconciled before Artist's performance may begin on a particular date, or may be paid after performance if agreed upon by both Purchaser and Artist. If payment is not made by the end of the engagement, a \$500 inconvenience fee will be added to the compensation previously agreed upon. If an invoice is required for payment to be processed by purchaser, it must be advised to artist with enough time so invoice may be produced by artist and payment may be made by performance time. There will be an additional \$50 per day fee assessed for each day past the performance date that compensation has not been received by artist.

d) Miscellaneous Compensation. Any additional items of non-monetary compensation (i.e.: hotel accommodations, meals, drinks, per diems, etc.) shall be provided by Purchaser to Artist as follows:

**\*Food and drinks for Artists/Crew. (6 Total)**

- Diet Coke
- Coca-Cola
- Bottled water
- Food voucher/tickets/meal available

e) Payment and contract is exclusive and confidential between Artist and Purchaser.

f) **PERFORMANCE OVERAGE:** If PURCHASER asks ARTIST to continue to perform after the agreed upon timeline there will be an extra \$500 for anything up to 30 extra minutes and \$1,000 for any thing past 30 minutes up to 60 minutes.

## **7) Cancellation.**

a) In the event Purchaser cancels the Performance less than 8 weeks prior to the scheduled date, Purchaser will pay Artist a sum equal to the FULL amount (dollars) previously agreed upon as Performance compensation (Upon payment of the cancellation fee, Purchaser will have no further liability to Artist hereunder.)

b) No fee shall be payable to Artist for any day upon which this Performance shall be suspended by reason of national mourning, epidemic, pandemic, war, or by reason of order of any licensing or public authority. In addition, no fee shall be payable to Artist for reasons of cancellation by fault of Artist, including but not limited to Artist illness, equipment failure, accidents, or any part of Artist's responsibility and ability to perform.

c) However, if a performance must be cancelled or suspended due to elements within Purchaser's responsibility, such as fire, strike, lockout, Purchaser will still be responsible to compensate Artist according to the **Compensation** section of this document.

d) **WEATHER:**

**PURCHASER** agrees to pay **ARTIST** 50% of the agreed upon amount if the event is cancelled due to inclement weather if decided **MORE** than 5 hours from the time of the performance.

**PURCHASER** agrees to pay **ARTIST** 75% of the agreed upon amount if the event is cancelled due to inclement weather if decided **LESS** than 5 hours from the start time of the performance.

**PURCHASER** agrees to pay **ARTIST** 100% amount if the event is cancelled at or after the agreed upon start time of performance.

If indoor facility IS available, performance location **MUST BE DECIDED BEFORE SET UP. ARTIST WILL NOT SET UP IN ONE LOCATION, TEAR DOWN, AND THEN SET UP IN ANOTHER LOCATION.**

8) Miscellaneous. This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties. This Performance Agreement will be governed by and construed in accordance with the laws of the State of Iowa, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Purchaser and Artist arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.

This Performance Agreement reflecting the terms and conditions as verbally agreed shall be deemed accepted and binding only when either:

PURCHASER

DATE

\_\_\_\_\_

\_\_\_\_\_

ARTIST

DATE

\_\_\_\_\_

\_\_\_\_\_



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CITY OF PRAIRIE CITY  
203 E. JEFFERSON  
P.O. BOX 607  
PRAIRIE CITY, IA 50228  
PHONE (515) 994-2649  
FAX (515) 994-2376

May 14, 2021

## Full-Time Employment Opportunity Public Works Position

### PUBLIC WORKS DEPARTMENT

The City of Prairie City, IA (pop. 1,680) is accepting applications for a full-time Public Works Employee. Responsibilities include water and wastewater operations, park, cemetery, storm sewer, and street maintenance. Iowa Grade II Water Treatment, Water Distribution, and Wastewater certifications are preferred but not required. Must be willing to obtain a minimum Iowa Grade II Water Treatment, Water Distribution, and Wastewater certification within three years of employment with the City. Must have a valid driver's license. Post-offer physical and drug test required.

Application and resume must be sent to: City of Prairie City, PO Box 607, Prairie City, Iowa, 50228 or emailed to [jodie.wyman@prairiecityiowa.us](mailto:jodie.wyman@prairiecityiowa.us). Applications will be accepted until the position is filled.

A copy of the job description and application is available on the city website [www.prairiecityiowa.us](http://www.prairiecityiowa.us).