

July 19, 2018

Agenda #1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Contract 18-135**
Romeo Entertainment Group
2018 Montana State Fair Acts
Brothers Osborne Midland & Michael Ray
The Temptations Jeff Foxworthy Seether

INITIATED AND PRESENTED BY: **Susan Shannon, Director - Montana ExpoPark**

ACTION REQUESTED: **Approval of Contract 18-135**

BACKGROUND:

The purpose of this agreement is to contract with Romeo Entertainment Group who will act as the Entertainment Consultant for the Montana State Fair. Romeo Entertainment Group will secure night show attractions to appear at the 2018 Montana State Fair. The night Show acts will include: Country Artists: Brothers Osborne, Midland, Michael Ray; Comedian, Jeff Foxworthy, and the Active Rock Group Seether. The contract total is \$428,000 flat guarantee paid to Romeo Entertainment Group, Inc. in two equal payment of \$214,000 on July 31st and \$214,000 on August 4th.

RECOMMENDATION: Approval of Contract 18-135

COMPENSATION:

\$428,000 to be paid in two installments. \$214,000 to be paid to Romeo Entertainment Group Service Representative on Tuesday, July 31, 2018 and \$214,000 paid to Romeo Entertainment Group Service Representative on August 4, 2018.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission APPROVE Contract 18-135, Agreement with Romeo Entertainment Group for the purpose of acting as Entertainment Consultant and providing night show entertainment to include: Brothers Osborne, July 29; Midland and Michael Ray, July 30; The Temptations, July 31; Jeff Foxworthy, August 3, and Seether, August 4 at the 2018 Montana State Fair. Total Cost: \$428,000.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission DISAPPROVE Contract 18-135, Agreement with Romeo Entertainment Group for the purpose of acting as Entertainment Consultant and providing night show entertainment to include: Brothers Osborne, July 29; Midland and Michael Ray, July 30; The Temptations, July 31; Jeff Foxworthy, August 3, and Seether, August 4 at the 2018 Montana State Fair. Total Cost: \$428,000.



ROMEO ENTERTAINMENT GROUP

5247 N. 129th St., Omaha, NE 68164
(402) 359-1010 PH (402) 763-4481 FAX

AGREEMENT made this 1st day of MAY 2018, by and between ROMEO ENTERTAINMENT GROUP, INC. ("Entertainment Consultant"), a Nebraska Corporation, with its principal place of business at 5247 N. 129th St., Omaha, NE 68164 and *Cascade County, a political subdivision of the State of Montana, 325 2nd Ave N. #111, Great Falls, MT 59401 (BUYER).*

NOW THEREFORE, In Consideration of the mutual promises and agreements contained herein, the parties acknowledge and agree as follows:

1. **ATTRactions.** Entertainment Consultant shall, at its expense, secure for the Buyer the following attractions to appear at the times specified and upon the following terms:

<u>BROTHERS OSBORNE</u> Sunday, July 29, 2018	<u>MIDLAND and MICHAEL RAY</u> Monday, July 30, 2018	<u>THE TEMPTATIONS</u> Tuesday, July 31, 2018
<u>JEFF FOXWORTHY</u> Friday, August 3, 2018	<u>SEETHER</u> Saturday, August 4, 2018 (the "Event")	

SET LENGTH: 75-90 MINUTES for BROTHERS OSBORNE, MICHAEL RAY, JEFF FOXWORTHY, SEETHER, 75 MINUTES for THE TEMPTATIONS, AND 45-60 MINUTES FOR MICHAEL RAY
SHOW TIME: 7:30 PM for Brothers Osborne, Michael Ray/Midland (on at 9PM) and The Temptations. 9:00 PM for Jeff Foxworthy and Seether.
PRICE: \$428,000 FLAT GUARANTEE and Local Ground Transportation (GUARANTEE INCLUDES ENTERTAINMENT CONSULTANT SERVICE FEE) (FEE GUARANTEED - RAIN OR SHINE).

NOTES: Buyer to provide and pay for 10 Horn Players to Artist specifications and necessary rehearsal time for The Temptations.
PAYMENT SCHEDULE: 50% to be paid to REG service representative on Tuesday, July 31, 2018 and the remaining 50% to be paid to REG service representative on Saturday, August 4, 2018

VENUE: Four Seasons Arena - Great Falls, MT (the "Premises").
CAPACITY: 6,200 **SCALING:** 1309 Reserved Seats less 200 comps and 4891 GA Standing

TICKET PRICES:
(Gate admission of \$8 not included in single ticket prices)
Pay One Price Reserved - \$215 (This includes 5 shows, 5 gate admission, and \$20 in food coupons)
Pay One Price General Admission - \$185 (This includes 5 shows, 5 gate admission, and \$20 in food coupons)

Exclusively Brothers Osborne - Reserved	\$48 (show, gate, \$5 food)	GA - \$41 (show, gate, and \$5 food)
Exclusively Foxworthy - Reserved	\$48	GA - \$41
Exclusively Midland/Michael Ray - Reserved	\$41	GA - \$33
Exclusively Seether - Reserved	\$41	GA - \$33
Exclusively Temptations - Reserved	\$35	GA - \$28

Single Tickets

Brothers Osborne - Reserved	\$40	GA	\$33
Foxworthy - Reserved	\$40	GA	\$33
Midland/MRay - Reserved	\$32	GA	\$25
Seether - Reserved	\$32	GA	\$25
Temptations - Reserved	\$27	GA	\$20

BUYER TO PROVIDE: FIRST CLASS SOUND, LIGHTS AND GROUND TRANSPORTATION, STAGE, TWO (2) SPOTLIGHTS, SPOTLIGHT OPERATORS, CREW FOR LOAD-IN AND LOAD-OUT, AND ALL OTHER REQUIREMENTS OF THE ARTIST RIDER.
Radius Protection Clause: 200 miles prior to and 45 days after. Radius is inclusive of Billings, MT and Missoula, MT

2. **PAYMENT TO ENTERTAINMENT CONSULTANT.** Buyer shall pay the sum of **\$428,000 to ROMEO ENTERTAINMENT GROUP, INC.** in Cash or by Venue, Certified or Bank Cashier's Check ("Entertainment Consultant's Fee"), no later than the time scheduled for the last of such attractions. Entertainment Consultant Fee is in addition to any charges for block-buy tours or packaged tours, which are owned, created or implemented by the Entertainment Consultant. In the event that inclement weather prevents any of such attractions from appearing on the Premises, payment shall nevertheless be made to Entertainment Consultant in full. In the event of cancellation by Buyer, Entertainment Consultant shall be discharged from any further liability hereunder and shall be entitled to retain any deposit(s), whether received or due, thereto paid by Buyer in addition to Entertainment Consultant's other legal and equitable remedies. **BUYER SHALL PAY ALL SALES, USE AND OTHER SIMILAR TAXES REQUIRED BY ANY GOVERNMENTAL AUTHORITY EXERCISING CONTROL OR TAXING AUTHORITY OVER THIS EVENT AS IT PERTAINS TO THIS AGREEMENT.** Buyer shall also be responsible for its own personnel's wages, federal, state and local income taxes, worker's compensation insurance and travel related expenses. Buyer shall indemnify and hold Entertainment Consultant harmless from any such liability for contributions, federal, state and local taxes, payments or other obligations related to employees of Buyer.

3. **AUTHORIZATION.** Buyer appoints Entertainment Consultant to be its agent for the purposes detailed herein, including the continued engagement of the Artist for the performance described herein. Buyer expressly agrees to be bound by the terms of the Artist agreement(s) and as further provided in this Agreement. Buyer hereby irrevocably authorizes and appoints Entertainment Consultant to serve as Buyer's true and lawful attorney, in Buyer's name, to take such action and to execute and deliver any documents, which Entertainment Consultant may deem necessary to vest Entertainment Consultant, all of the rights and interests granted hereunder. The foregoing is acknowledged to be a power coupled with an interest and therefore irrevocable. It is expressly understood and