



Americana Mayhem Entertainment & Productions  
PO Box 175, Toledo, OR, 97391  
541-867-7778

Email: [Americana.mayhem@gmail.com](mailto:Americana.mayhem@gmail.com) Website: [www.americanamayhem.com](http://www.americanamayhem.com)

**Contract Title: Winter Carnival 2020 at the Newport Rec. Center**

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| <b>(OPERATOR) COMPANY:</b><br>The City of Newport  |
| <b>CONTACT PERSON/TITLE:</b><br>Keeley Naughton/ Assistant Aquatics Supervisor                                   |
| <b>ADDRESS:</b><br>225 SE Avery St   |
| <b>CITY/ST/ZIP:</b><br>Newport, OR 97365   |
| <b>WEBSITE:</b><br><a href="https://newportoregon.gov/dept/par/rec/">https://newportoregon.gov/dept/par/rec/</a> |
| <b>EMAIL:</b><br><a href="mailto:K.Naughton@NewportOregon.gov">K.Naughton@NewportOregon.gov</a>                  |
| <b>CO. PH: 541-265-4857</b>  |
| <b>CO. FAX:</b>  |

**Type of Show/ For Whom: Carnival at the Newport Rec. Center/Families**

**Theme: Winter Carnival**

**Date (s): Saturday Feb. 8<sup>th</sup>, 2020**

**Time (s): 1-4pm**

**Set-up time (s): 10:30-12:30 PM AM**

**Performance Venue: Newport Rec Center**

**Address: 225 SE Avery St, Newport, OR 97365**

**Load in: 10:30-11:30PM**

**Room Layout: On Pool Deck**

**# Guests: TBD**

**Report To and Contact #: Keeley Naughton 541-265-4857**

**Secured Dressing Area: Please reserve one of the classrooms to store while not in use. Must be Private.**

**Per Diems/ Meals: Please provide snacks and water while at event.**

Please review and fulfill the above noted TECH SPECS, as well as, the applicable information listed below in GENERAL REQUIREMENTS RIDER and/or attached specific TECHNICAL RIDER for all necessary general program/print copy specs, safety/technical needs, dressing room, food & beverage and travel & accommodation requirements.

Any unfulfilled requirements of OPERATOR, as noted in this contract, may affect the ability of artists to perform.

1. Any disputes arising out of this contract must be reported to AMEP/AMP within thirty (30) days and may be subject to the Rules of the American Arbitration Association.
2. All Contracts are non-cancelable.
3. **ARTISTS OBLIGATIONS:** The artists are or will become and remain a member in good standing with AMEP or AME for the duration of this contract. The artists agree to present shows according to the terms and program set forth in the present service contract.
4. **INDEMNITY:** Operator and AMP or AME shall indemnify one another, as well as all respective artists, agents, principles, officers, and directors from and against all claims, damage and related expenses (including, without limitation, reasonable attorney fees) incurred directly or indirectly or suffered as a result of any breach or alleged breach of this agreement, personal loss or injury, property damage, or accident brought by or on behalf of any person, firm, or corporation as a result of or in connection with accidental, negligence, and unlikely intentional acts of party, or covenant or representation, which is reduced to a final judgment.
5. **FORCE MAJEURE:** The present service contract will be invalid if an act of God occurs, and both parties will assume their respective expenses. "Act of God " refers to any consequence of a natural disaster or civil strife or war, travel advisory or warning (travel not supported by U.S. Govt. for U.S. Citizens abroad) that is beyond either parties control and is impossible to prevent and is one that prohibits the proper functioning and safety of artists(s) performance.
6. **BUSINESS RULE:** The parties to this agreement are acting as independent contractors and no employee/independent contractor of either shall not be deemed in the employ of the other, nor shall either party have any right or authority to act on behalf of the other beyond that expressly granted herein. Nothing contained herein or done pursuant hereto shall be construed to create a joint venture or partnership between the parties or create any relationship of employer and employee. AMEP or AME and all artists and officers thereof honor representation by our Booking/ Talent/ Promoter/ Producer Agents and will, with integrity, establish and maintain professional representation within agreed policies of mentioned parties.
7. **COPYRIGHT/INTELLECTUAL PROPERTY:** Clients are expected to use AMEP and AME creative concepts, materials and artistry in good faith. Confidentiality is imperative. If a submitted proposal does not meet a client's needs, AMEP and AME requests to be given the opportunity to meet those needs or be released in

good faith and in the specified time frame (30 days prior for proposed bookings/90 days prior for holiday bookings/ 120 days prior for custom shows/costumes) This release, if choosing/ booking another similar service company, will prohibit unauthorized use/ duplication or distribution of all AMEP and AME promotional materials and artistry (for the same engagement), which include: artist references, artists, creative consultations, concepts, signature aesthetic, drawings, installation designs, costume design, characters, antics, scripts, music, acts, shows, choreography, and stage names. Additionally, the Operator agrees to forbid the media recording of show for advertising or any other purpose without first obtaining written authorization from AMEP and/or AME, and then, only under the conditions accepted at that time.

8. **MODIFICATION:** Any modification or renunciation of any part of this present service contract must be submitted in writing to AMEP and/or AME.

**Americana Mayhem Entertainment is to provide (1) 30min Kids Circus Show at Approx. 3pm. Americana Mayhem will also provide activity stations with hoola hoops, and kids trick-roping before and after circus show on the pool deck area.**

**Americana Mayhem Entertainment & Productions (AMEP) or  
Americana Mayhem Entertainment (AME)**

**General Requirements for Special Engagements**

**Sound**

AME will provide own speakers and sound equipment needed for show.

**Costumes**

AMEP/AME provide top quality costumes of original in-house design and construction. Specific designs may be tailored to suit request.

**\*\*\*Please reserve a clean level 20x20 space (pool deck in front of bleachers will be fine.) for performance area. We will need power hookup with in 30ft of performance area. We will tape down extension cord to prevent tripping hazard.**



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Total amount for entertainment services provided:  
**TOTAL: \$250.00**

The actual market value of this package is \$2,500.00  
Please do not disclose the reduced rate to any third party.

(Because of this reduced rate, please include our logo or image on your invitations, flyers, e-mail blasts, as well as any media listings)

\*\*\*To secure this price, contract date, and artists,

**please sign and return one copy of this contract by: Jan 21, 2020.**

*The City of Newport will not release this information to the extent allowed by law. This document is subject to a*

To secure this Contract date and artists, please sign and return one copy of this contract along with a deposit check for:

*Public Information Request, if specifically requested by a third party SRM 1-21-20*

|                  |  |
|------------------|--|
| Amount: \$125.00 | Payable to:<br>Rebecca Sinnhuber, PO Box 175, Toledo, OR, 97391<br>americana.mayhem@gmail.com.   |
|                  | In order to meet the demands of this agreement and provide clients with the best artistry and management<br><b>A FINAL CONTRACT MUST BE SIGNED, THE DEPOSIT CHECK RECEIVED, AND ALL TRAVEL BOOKED (IF APPLICABLE) FOR THIS ENGAGEMENT BY THIS EXPIRATION</b> |

If contract is not confirmed by the above date, all artists, managers, and technicians for this engagement will be released and made available for other engagements.

|                               |  |                               |
|-------------------------------|--|-------------------------------|
| Total Balance of:<br>\$125.00 | Due on:<br>February 8 <sup>th</sup> , 2020 | Payable to: Rebecca Sinnhuber |
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**ARTISTS WILL NOT PERFORM UNTIL BALANCE IS RECEIVED**

In the event of a delinquent or past due balance, balance is subject to additional service fees, administrative fees and collection processes. Interest is compounded at 30% per annum.

No Claim on this agreement will be processed without a signed and returned copy of contract.  
Please sign and email back to Rebecca Sinnhuber at [Americana.mayhem@gmail.com](mailto:Americana.mayhem@gmail.com)

~~By signing this agreement I agree to be personally responsible for payment of charges and invoices.~~

*SRW 1-21-20*

  
Rebecca Sinnhuber of  
Americana Mayhem Entertainment

  
Responsible Party

Date: Jan 14, 2020

Date: 1-21-20