

RESOLUTION NO. 03-124

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE CONTRACT BETWEEN THE SYMPHONY OF THE AMERICAS AS AGENTS FOR MENDELSSOHN CHAMBER ORCHESTRA AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO FINALIZE THE TERMS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") would like to contract the services of the Mendelssohn Chamber Orchestra on Sunday, August 3, 2003; and

WHEREAS, the Town's Cultural Affairs Committee has recommended approval of the contract; and

WHEREAS, the Town Council finds that approving the contract with Symphony of the Americas as agent for the Mendelssohn Chamber Orchestra, is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Contract. The contract with Symphony of the Americas (the "Contract"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

Section 4. Execution of Contract. The Mayor is authorized to execute the contract on behalf of the Town.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of March, 2003.

Wayne Slaton
WAYNE SLATON, MAYOR

ATTEST:

Beatris M. Arguelles
Beatris M. Arguelles, CMC
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:

WBS
Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.
TOWN ATTORNEY

Collins | Meador
Council voted 7-0 as follows:
Mayor Wayne Slaton WBS
Vice Mayor Roberto Alonso RA
Councilmember Mary Collins MC
Councilmember Robert Meador RM
Councilmember Michael Pizzi MP
Councilmember Nancy Simon NS
Councilmember Peter Thomson PT



Symphony of the Americas

JAMES BROOKS-BRUZZESE

Artistic Director

CHARLES K. HALE

President

RENEE LABONTE

V.P. Executive Director

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Concertmaster, N.Y. Philharmonic

Phyllis Diller

Comedienne/Concert Pianist

Sidney Harth

International Violinist

Eugene Istomin

International Pianist

Lorin Hollander

International Pianist

SUMMERFEST

Performance Contract

This Agreement is entered into between the Symphony of the Americas, representing the Mendelssohn Chamber Orchestra (hereinafter referred to as Artists), and (Town of Miami Lakes), (hereinafter referred to as Presentor), pursuant to the following terms of this Agreement.

TERMS OF AGREEMENT

CONDITIONS:

The Artists agree to perform a concert, on August 3rd at 7:00 P.M.

LOCATION: Miami Lakes Methodist Church

ADDRESS: 67th Ave and 154th Street

CITY: Miami Lakes, Florida 33014

The tentative performance repertoire for the concert will be chosen from :

(T B A)

All repertoire/programs, however, are subject to possible change.

Presentor to also provide any necessary technical personnel as required by the performance site, as well as ticket printing if needed for this performance. Bottled natural water for members of the orchestra also to be provided. In accordance with Local #655 regulations, performances of 1 hour or more shall allow for an intermission/musician break minimum of 15 minutes. Presentor must provide a keyboard, properly tuned and of good working quality.

2.) PROMOTIONAL MATERIALS

It is the responsibility of the Artists to provide biographical information and pictures of the Mendelssohn Chamber Orchestra as soon as possible. It will be the responsibility of the Presentor to include all resume materials on the artists, conductor and the Mendelssohn Chamber orchestra in their program books. While the marketing and ticket sales responsibility shall fall with the Presentor, the Symphony of the Americas will include this performance wherever possible in overall advertising/flyers for Summerfest. All promotional materials, media advertising, flyers, posters, concert programs and other printed material related to the performance, must carry the credit line, "Mendelssohn Chamber Orchestra presented as a part of the Symphony of the Americas, Summerfest, Maestro James Brooks-Bruzzese, Artistic Director", and/or the enclosed Symphony of the Americas Summerfest logo. Because Summerfest has received partial grant assistance by the State of Florida International Cultural Exchange program, the enclosed Florida Arts logo and Broward Cultural Affairs logo must also appear on the printed program. Other airline logos must also appear on all publicity, programs and brochures. These will be sent to you by mail.

3.) HOUSE SEATS

There will be 6 complimentary seats reserved at the performance for the use of the Artists.

4.) PERFORMANCES

In the event that the performance of any of the covenants of this agreement on the part of the Artist or Presentor shall be prevented by act of God, physical disability, the acts or regulations of public authorities, labor unions, labor difficulties, strike, war, epidemic, interruption or delay of transportation service, or any other causes beyond the reasonable control of such party, such party shall be relieved of its obligations hereunder with respect to the Performance(s) so prevented on account of such cause. If the Performance(s) shall be prevented for any of the foregoing causes, neither the Presentor nor Artists shall be under any obligation to present the performance at a different time.

5.) OUTDOOR PERFORMANCES

(A.) DAYTIME CONCERTS: A complete orchestral overhead covering/tent, and a sound system with proper outdoor amplification for the conditions must be provided. The stage, covering, and sound system must be approved in advance by the staff of the Symphony of the Americas.. Cold drinking water for orchestral personnel must also be provided. (B.) EVENING CONCERTS: In addition to all of the items specified in (A.) above, the Presentor must, for evening concerts, provide proper lighting to enable all musicians to read the musical scores on

their respective musical stands. This lighting must be approved in an evening "light check" by the Symphony staff in advance.

(C.) ALL OUTDOOR PERFORMANCES: Items provided for in (A.) and (B.) above, will be provided at the "Presenter's" cost and with the prior approval of the Symphony staff. Regardless of weather conditions, the purchaser, or "Presenter" is responsible for payment in full to the Symphony of the Americas. It is understood that due to the nature of the orchestral stringed instruments, it is not possible for the musicians to perform if there is any precipitation or threat of such as determined by the Symphony of the Americas staff within one-half hour prior to the time of the concert. A concert may be delayed up to one hour after the scheduled starting time due to threatening weather conditions. A concert may be re-scheduled for a "rain date" if canceled 3 hours or more before the scheduled concert time. Should this alternative date also be rained out, the "Presenter" is still responsible for full payment to the Symphony of the Americas.

6.) PAYMENT & OTHER BENEFITS

Payment is structured as follows: A confidential fee of \$3,350 will be made payable on the day of the concert to the Symphony of the Americas prior to this performance. This fee will include the costs for the Orchestra and Administrators. A deposit of \$335 shall accompany this contract, with the balance paid before the performance either in person, or by mail to the Symphony of the Americas office. Should the performance be canceled by the Presenter, the artist fee will still be payable in full. In the event the performance is canceled by the Artist, it is hereby understood and agreed that the Presenter shall be relieved of any obligation to make payment to the Artist of the compensation hereinabove mentioned. Agent for Artist shall be Renee LaBonte, Executive Director of the Symphony of the Americas, and notice for any changes in said performances shall be made to her in writing either by hand delivery, or by FAX.

7.) ROYALTIES

Royalties or performing rights, if any, for music in connection with these concerts are to be paid by the Mendelssohn Chamber Orchestra who also shall provide all music material for copyright and non-copyright selections.

8.) FAILURE TO COMPLY

The failure of the Presenter to comply properly and completely with the requirements and stipulations contained herein and/or regulations promulgated by the Artists, shall completely excuse the failure of the Artists to perform hereunder and such failure by the Artists shall not relieve the Presenter from full responsibility hereunder.

9.) JURISDICTION

This agreement represents the full understanding between the parties and they shall not be bound by any terms or undertakings other than those contained herein. This Agreement shall be interpreted in accordance with the laws of the State of Florida, and it shall be subject only to the jurisdiction of the Courts of the State of Florida, with the proper venue being Broward County Florida, U.S.A.

10.) ASSIGNMENT

This Agreement may not be assigned by Artists and shall not be modified except in writing, signed by both parties. If this Agreement is not executed and returned within 10 days from the date the Symphony of the Americas has executed, Symphony reserves the right to cancel same. The Symphony shall have the right to broadcast, photograph, record, or otherwise reproduce any performances (or parts) hereunder.

We, the undersigned, do hereby agree to the terms and conditions as set forth in this contract.

AGREED TO & ACCEPTED BY:

AGREED TO & ACCEPTED BY:

SYMPHONY OF THE AMERICAS

as agent for

**Mendelssohn Chamber Orchestra
Renee LaBonte, Executive Director**

Signature

Signature

Date

Date

NAME: Jody Atwood, Music Liaison
Company name: Cultural Affairs Committee of Miami Lakes
Address: PO BOX 5575, Miami Lakes, 33014
Telephone: 305-364-0099
E-Mail: jodyatwood@aol.com