WEST DEPTFORD TOWNSHIP

RESOLUTION 2016- 127

RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING EXECUTION OF A CONFIRMATION OF AGREEMENT BETWEEN ANDERSON ENTERTAINMENT MANAGEMENT, INC. (d/b/f DESERT HIGHWAY-TRIBUTE TO THE EAGLES) AND THE TOWNSHIP OF WEST DEPTFORD FOR THE WEST DEPTFORD RIVERWINDS CONCERT SERIES

WHEREAS, the Township of West Deptford hosts a concert series each summer at the RiverWinds complex entitled The West Deptford RiverWinds Concert Series; and

WHEREAS, a local band or group performs each night of the concert series; and

WHEREAS, Anderson Entertainment Management, Inc. is a licensed employment agency located in Pitman, New Jersey; and

WHEREAS, Anderson Entertainment Management, Inc. works on behalf of local bands and groups in securing performance dates; and

WHEREAS, Anderson Entertainment Management, Inc., doing business for (d/b/f) Desert Highway-Tribute To The Eagles, has secured a performance date of Friday, July 29, 2016 for Desert Highway-Tribute To The Eagles to perform at the West Deptford RiverWinds Concert Series; and

WHEREAS, the attached Confirmation of Agreement outlining the details of the performance has been prepared and reviewed.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of West Deptford, County of Gloucester, and State of New Jersey as follows:

1. That the Township Committee does hereby authorize and approve the execution of the attached Confirmation of Agreement between Anderson Entertainment Management, Inc. (d/b/f Desert Highway-Tribute To The Eagles) and the Township of West Deptford for a performance date of Friday, July 29, 2016 at the West Deptford RiverWinds Concert Series.

2. That the Mayor and/or Township Administrator be and is hereby authorized to execute any and all documents related to this approval.

ADOPTED at the meeting of the Township Committee of the Township of West Deptford held on April 20, 2016.

TOWNSHIP OF WEST DEPTFORD

DENICE DICARLO, Mayor

ATTEST:

LEE ANN DEHART, Acting Municipal Clerk

CERTIFICATION

I, Lee Ann DeHart, Acting Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on April 20, 2016.

LEE ANN DEHART, Acting Municipal Clerk

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Anderson Entertainment Management, Inc.
450 AndBro Drive, Unit # 1, Pitman, NJ 08071
(856) 218-0001 Fax: (856) 218-0506

A LICENCED EMPLOYMENT AGENCY
NEW JERSEY DEPARTMENT OF LAW
LIC# BW0324700

Apr. 15, 2016

West Deptford Township hires **Anderson En** **Desert Highway-Tribute to The Eagles** to perform at **The West Deptford** te(s):

Save original to Bobby Green Black

Details are as follows:

Date(s) of Engagement(s):	**Friday, July**
Type of Engagement:	**Friday Nigh**
Performer(s):	**Desert High**
Buyer:	**West Deptfo**
Place of Engagement(s):	**West Deptfo** **1000 River** **Thorofare,**
Hours of Engagement(s):	**8:00pm-10:30pm (two 60-minute performances)**
Scheduled Fee:	**$5,200.00**
Deposit:	**50% of the Scheduled Fee made payable to "A.E.M., Inc."** **Engagement is not a rain or shine event. In the event of cancellation of performance due to weather, deposit (50% of scheduled fee) shall be forwarded to Performer.*

Additional Details:

- Performer to provide production (PA system, lights, tech(s))
- Buyer to provide stage area and adequate power
- In the event of cancellation due to inclement weather, performers/production crews should be notified to later than 3 hours prior to scheduled event. Should performers/production crews arrive on-site, performer shall be entitled to full Scheduled Fee amount

1. The facsimile and/or email transmission of a signed copy of this agreement, any counter offer, addendum or amendment to the other party/representative, followed by faxed or computer generated signed receipt, shall constitute delivery of the signed document.
2. It is understood by all parties that any and all return engagements by the performer(s) at place of engagement will be secured and negotiated solely by Anderson Entertainment Management, Inc. for a period of no less than 2 years from the last scheduled engagement.
3. Representative acknowledges and agrees that representative is fully authorized to execute the terms and conditions put forth in this agreement on the venue(s) behalf.
4. All parties agree that Performer(s) are contracting as a self-employed independent contractor and Anderson Entertainment Management, Inc. is in no way responsible for any and all withholding taxes, workman's compensation, social security contributions, liability insurance etc. Furthermore, Anderson Entertainment Management, Inc. assumes no liability for any wrongful acts loss or damage to persons or property that Performer(s) may cause.
5. Anderson Entertainment Management, Inc. is party to this agreement solely for the purpose of securing its interest as a licensed and bonded booking agency and shall not be held responsible for any breach of contract on the part of the Venue and/or Performer(s). Venue and Performer(s) agree to save Anderson Entertainment Management, Inc. harmless in the event any such breach of contract occurs.
6. If any of the terms and conditions put forth in this agreement are determined to be void or unenforceable, the remaining terms and conditions hereof shall remain in full force. Representative acknowledges and confirms that they have read and approved of the terms and conditions set forth in this agreement.
7. This agreement may under no circumstances be canceled except for: acts of God, accident, strike, sickness, breakdown of transportation, national emergency, etc., except for events beyond the control of the Agency.

PLEASE SIGNIFY YOUR AGREEMENT TO THE FOREGOING BY SIGNING BELOW

Denice DiCarlo
Name of Authorized Representative (please print)

By Denice DiCarlo
Signature of Authorized Representative

Frank Annunziata
Name of Agent

By_____
Signature of Agent