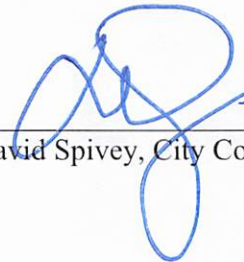


**Resolution 2024-R-154**

*Authorizes execution of a Performance Agreement with FLIX, Inc. for  
the City of Irondale's Countryfest*

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor James D. Stewart, Jr., or his designee, is authorized to execute a Performance Agreement with FLIX, Inc. (in substantially the form attached hereto as Exhibit 1) for the City of Irondale's Countryfest in an amount not to exceed One Hundred Twelve Thousand One Hundred and 00/100 Dollars (\$112,100.00) for musical performances and related items based upon the budget set forth in Exhibit A to the Agreement.

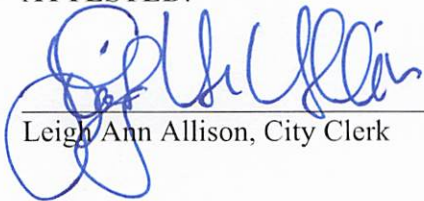
**ADOPTED & APPROVED:** This 3rd day of September, 2024.

  
\_\_\_\_\_  
David Spivey, City Council President

**APPROVED:**

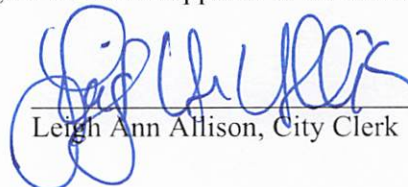
  
\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Allison, City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 3<sup>rd</sup> day of September, 2024, as the same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**EXHIBIT 1**

## AGREEMENT

**THIS AGREEMENT** ("Agreement") has been entered into between the City of Irondale, Alabama with its principal place of business at 101 20<sup>th</sup> St S, Irondale, Alabama 35210, herein known as the "City", and FLIX, Inc., 5008 Tenth Court South, Birmingham, Alabama 35222, herein known as "FLIX".

**WHEREAS**, the FLIX directs and produces events and festivals, and

**WHEREAS**, the City wishes to utilize FLIX's services to organize and produce a country music festival to be held at Beacon Park located in Irondale, Alabama on November 2, 2024 (the "Event").

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained below the parties agree as follows:

- I. **SCOPE OF WORK.** FLIX will work with the City and its representatives to plan and execute the Event in which FLIX will serve as the Production Director. FLIX will be responsible for executing all production as outlined below and will offer general Event direction and oversee project management in conjunction with The City inclusive of items listed below:

### TALENT

- Research talent and bands
- Book and pay for four bands for Event per City approval.
- Bands will be provided by any artist desiring a band at such Artist's expense.
- Secure contracts and deposits for said bands

### TICKETING

- Box office management
- On-site staffing and set up for Event ticket scanning
- Develop ticket site on Eventbrite

### VENUE

- Work with the City to lay out event site
- Develop signage needs list and work directly with City on development and production

### PRODUCTION

- Oversee event set up/break down
- Manage day-of operations
- Provide 32' stage with top
- Provide audio and visual needs per bands contracts
- Provide Backline as needed per bands rider
- Generator
- Stagehands
- Print banner for front of stage header and backdrop as approved by the City for the stage

## BACKSTAGE

- Provide 20' x 20' tent with tables and chairs for talent
- Provide catering as indicated on band riders

In the event of weather which shall cause the Event to be rescheduled, FLIX agrees to use its best efforts to work with City to reschedule the date of the Event.

In the event of an Artist not performing at the Event due to illness, FLIX shall refund all amounts to the City that are refunded by any Artist pursuant to the Artist agreement.

The City will provide:

- Oversee fencing and placement to secure site
- Develop and implement security plan for event with City police and/or private security to secure perimeter of site, backstage area
- Confirm and implement on-site communications
- Develop parking plan and implement shuttles service for patrons
- Organize and implement waste management plan
- Oversee VIP and VIP logistics
- Secure food vendors
- Provide proper toilet facilities to cover anticipated crowd
- Provide space at the Irondale Senior Activity Center for band dressing rooms, as needed, and shuttle to stage
- Provide private restroom access backstage at pavilion for bands

**III. PAYMENT.** The City agrees to pay FLIX, Inc a flat rate fee of \$112,100.00 for services rendered under this agreement according to the budget set forth in Exhibit A attached hereto. Payment shall be made in two installments. 50% (\$56,050) due on execution of this Agreement and the remaining 50% (\$56,050) due on October 25, 2024.

**IV. REIMBURSEMENT OF EXPENSES.** The City agrees to reimburse FLIX for any and all reasonable, documented expenses, that may be requested by The City on behalf of and during the duties outlined in this agreement, above and beyond those listed above.

**VII. TERM.** The term of this agreement shall commence on August 1, 2024 and end on November 3, 2024.

**VIII. TERMINATION.** This contract may be terminated by either party at any time upon thirty (30) days written notice. Upon termination, all monies currently owed to FLIX, including reimbursement for items acquired, rental confirmation deposits, and other non-refundable expenses shall become immediately payable.

**IX. PRIOR AGREEMENTS.** This agreement supersedes any and all prior agreements between parties, whether written or oral, and constitutes the entire agreement of the parties.

**X. APPLICABLE LAW.** This agreement shall be construed under the laws of the State of Alabama.

**XI. ASSIGNMENT.** This Agreement may not be assigned by either party without the written consent of the other party.

**XII. SECTION HEADINGS.** The section headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement nor the intent of any provisions hereof.

**XII. SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**XIII. NOTICES.** All notices herein authorized or required to be given to either party shall be sent by registered or certified mail, addressed to the other party at the address set forth above or such other place as either party may from time to time designate in writing to the other.

**XIV. COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

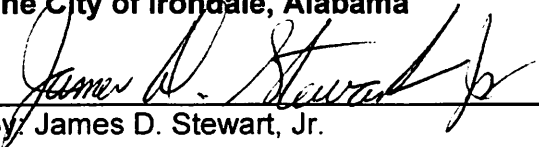
**XV. WAIVER.** The waiver of either party of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term, condition or covenant herein contained. The consent or approval by either party to or of any act by either party requiring that party's consent or approval shall be deemed to waive or render unnecessary either party's consent for approval to or any subsequent similar act by either party.

**XVI. IMMIGRATION COMPLIANCE.** By signing this Agreement, FLIX affirms for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed to be in breach of the Agreement and shall be responsible for all resulting damages.

**XVII. EFFECTIVE DATE.** This Agreement shall become effective when both parties have signed.

**WHEREFORE**, the parties have agreed to and accepted all of the terms of this Agreement effective as of the date of the dates set forth below.

**The City of Irondale, Alabama**

  
By: James D. Stewart, Jr.

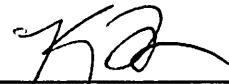
Its: Mayor

Date: 9/4/2024

ATTEST:

\_\_\_\_\_

**FLIX, Inc.**

By:  \_\_\_\_\_

Its: Pres/Sec/Treas

Date: 9/11/24

**Exhibit A**

Talent	\$60,750
Production	\$41,750
Hospitality & Amenities	\$1,200
Marketing & Branding	\$2,200
Logistics & Services	\$1,200
Miscellaneous	\$5,000
<b>TOTAL</b>	<b>\$112,100</b>