

## Attachment A

### Scope of Services

WHEREAS, RGR Entertainment Agency provides event organizational, Sponsor /Vendor acquisition, and consulting services, including, without limitation, artist booking, vendor booking, food vendor booking, sponsor booking, and other services as set forth herein;

WHEREAS, The City of Hercules is the owner and operator of the city;

WHEREAS, The City of Hercules wishes to engage with RGR Entertainment Agency, and RGR Entertainment Agency wishes to be engaged by City of Hercules, to provide a foodie event entertainment services to the City of Hercules under the terms and conditions of this Agreement;

The proposed events upon this agreement will be activated upon adequate funding acquisition through vendor and sponsorship sales. If the funding goals are not met to activate the events, all monies will be refunded back to the appropriate party and this agreement will be null and void.

#### 1. RGR Entertainment Agency Services.

- (a) Contract for Services. RGR Entertainment Agency will manage all budgets and shall provide the city of Hercules financial report information on a monthly basis in a form acceptable to the City's Finance Director. RGR Entertainment Agency is committed in reconnecting the community and designing family oriented special events. In addition to working directly with Council, Commissions, staff, volunteers, and community members, RGR Entertainment Agency is committed to creating an entertainment revenue model for the City of Hercules. RGR Entertainment Agency will acquire merchant vendors, non- profit organizations, and food vendors including sponsorship opportunities to generate the funding for all approved events.
- (b) Artist Booking and Stage Management. RGR Entertainment Agency shall procure, and negotiate agreements with artists to appear at "City of Hercules events" on specified dates and events. RGR Entertainment Agency shall perform stage management for the entire event, ensuring time slots for all artists booked by RGR Entertainment Agency. RGR will design the concept layout and content for each approved event by the City of Hercules. Fees for artist bookings shall be paid by the acquisition of vendors and sponsorship funding.
- (c) Marketing and Promotions. RGR Entertainment Agency shall assist in marketing and promotions by way of flyers, online marketing, websites, television advertisements, radio advertisements, guerilla marketing, and street promotions, the costs of which shall be paid by the acquisition of vendor and sponsorship funding.
- (d) Vendor Operations. RGR Entertainment Agency shall sell vendor booth space to third party merchandise and food vendors for the Event. All vendors selected for the event are subject to the City's approval. There will be no **alcohol**, tobacco or sexually-oriented vendors allowed. Furthermore, no vendors will be allowed who could be deemed inappropriate for a family-oriented event sponsored by a municipal government organization. In this regard, the City will have final and full authority to approve and disallow any and all vendors. In this regard, RGR will submit to the City's representative, in advance of contacting vendors, a list of all vendors it wishes to contact to participate in the event. The City will approve or disapprove all vendors included on the list prior to contact being made with the vendors by RGR. The City of Hercules acknowledges that RGR Entertainment Agency has made no guarantees with regard to the number of vendor booth sales it can execute.

- (e) Sponsorships. RGR Entertainment Agency will design all sponsorship programs for each event and activate these upon written advance approval by the City of Hercules. RGR Entertainment Agency will create a sales team and manage each member to present the sponsorship program to approved sponsorship prospects. RGR Entertainment Agency makes no guarantees with regard to the number of sponsorship sales it can complete.
- (f) Operation / Coordination: RGR Entertainment Agency will develop and present to the City a concept plan per event including logistics and operation of each event at least thirty (30) days prior to activation. This will require written approval by the City. Thereafter, City and RGR representatives will meet no less than every two (2) weeks until the event occurs to coordinate all aspects of the event. RGR Entertainment Agency will secure necessary permits for the execution of the various aspects for the events. RGR Entertainment Agency will coordinate all staffing requirements for each event including ticket operations, sales, logistics, food vendors, beverage vendors, vendor / sponsorship relations, outreach corporate / private sponsors, and will monitor all budgets. For all events, RGR will apply for a temporary Use Permit from the City and coordinate each event with all appropriate City Departments as required by the permit process. However, this process will be fee-exempt for RGR.
- (g) Private Security: RGR will provide private security for each event at a level deemed appropriate by the City's Chief of Police.
- (h) Other Services: RGR will provide all of the services and equipment identified in the event budget with the exception as those listed as City expenses.
- (i) Licensing Requirements: If any licensing requirements apply to any of the events (ASCAP, BMI, SESAC, IMLA, etc.), RGR is responsible for securing the appropriate licensing rights from all vendors and performers performing in events held in Hercules pursuant to this Agreement.
- (j) Event Parking: RGR agrees to work with City representatives to determine ways to minimize any adverse impacts on surrounding residences and businesses from event parking.
- (k) Proposed Events: Social Bite Foodie Event, Hercules Wine, Food, Art & Music Festival, Hercules on Ice, and other events to occur from time to time; such other events to be negotiated between the parties and requiring the consent and approval of the City.

## **2. City of Hercules Obligations**

- (a) City of Hercules agrees to perform the following services in connection with RGR Entertainment Agency Services:
  - i. City of Hercules will reference that RGR Entertainment Agency is working on behalf of the city for their special events.
  - ii. The City has the right to approve or disapprove all aspects of each event.
  - iii. Promote all events through all of the City of Hercules normal channels. No City e-mail lists, mailing lists, or City contact information will be shared with RGR in the marketing of the events.
  - iv. Provide facilities / venues to accommodate the events of RGR Entertainment Agency at no cost. (streets, parks, etc.) The City and RGR agree the first event will be held in Refugio Valley Park.
  - v. City of Hercules shall provide event cleanup and traffic control for the approved events. City will also provide a basic level of security for each event as deemed appropriate by the Chief of Police, to supplement the private event security provided by RGR. These City expenses will be paid for by RGR no later than seven (7) days in advance of the event from event revenues collected by RGR.

- vi. City of Hercules will provide adequate support and communication with RGR Entertainment Agency in designing and activating all events.