

906



**Robert O. Oakes, Jr.**  
Mayor

**Doug Remaley**  
Commissioner

**Wayne Gray**  
Mayor Pro Tem

**Anna D. Sadler**  
Commissioner

**Cliff Ogburn**  
Town Manager

**Town of Nags Head**  
Post Office Box 99  
Nags Head, North Carolina 27959  
Telephone 252-441-5508  
Fax 252-441-0776  
www.townofnagshead.net

**M. Renée Cahoon**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 20110742

**THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/  
CORRESPONDING PURCHASE ORDER**

THIS CONTRACT is made and entered into this the 10<sup>th</sup> day of MAY 2011 by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and OLD ENOUGH TO KNOW BETTER BAND, (hereinafter referred to as "CONTRACTOR"), party of the second part.

**1. SERVICES TO BE PROVIDED AND AGREED CHARGES**

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

In accordance with attached proposal, *Old Enough To Know Better Band* is to provide musical entertainment as follows: Standard performance of three 45 minute sets with 15 minute breaks between each set. Any additional performance requested beyond the agreed finishing time of engagement will include a minimum overtime performance rate of \$25 with an added \$25 each additional thirty minutes thereafter.

Fee agreed upon is \$1,950 – the Town is to make payments as follows: A 50% deposit in the amount of \$975 is due upon signing of contract, by cash, check, or money order, payable to the representative as identified on the attached proposal, Tillett Music Makers, P. O. Box 653, Manteo, NC 27954.

The remaining balance of \$975 is due in cash on or before date of engagement – all deposits are non-refundable.

**2. DESCRIPTION OF PROJECT**

Standard musical performance at Town of Nags Head 50<sup>th</sup> Anniversary Gala Event at Jennette's Pier

Date: June 14, 2011; 7:00 p.m. to 10:00 p.m.

Food and beverages are to be provided to the CONTRACTOR by the Town at the Gala Event.

**3. TERM OF CONTRACT**

The term of this CONTRACT for SERVICES is from June 14, 2011 from 7:00 p.m. until 10:00 p.m. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

#### **4. PAYMENT TO CONTRACTOR**

The TOWN agrees to pay at the rate specified for SERVICES satisfactorily performed in accordance with this contract.

#### **5. INDEPENDENT CONTRACTOR**

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration by not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

#### **6. INSURANCE AND INDEMNITY**

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

#### **7. HEALTH AND SAFETY**

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

#### **8. NON-DISCRIMINATION IN EMPLOYMENT**

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this

Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

**9. GOVERNING LAW**

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

**10. OTHER PROVISIONS**

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

**11. CONTRACT DOCUMENTS/AMENDMENTS**

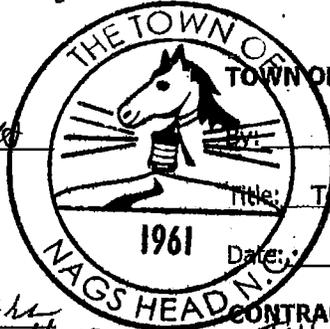
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

**12. SIGNATURES**

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

Carolyn F. Morris  
Town of Nags Head



TOWN OF NAGS HEAD

By: C. F. O'Quinn

Title: Town Manager

Date: 5-11-11

Tillett Music Makers  
Contractor M. A. Tillett

CONTRACTOR  
Tillett Music Makers

By: Michael A. Tillett

Title: Manager

Date: 5-10-11

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

Kimi Kenny  
Kimi Kenny, Finance Officer

Approved as to Form and legal Sufficiency.

John Ledy  
John Ledy, Town Attorney

## Entertainment Contract

THIS CONTRACT, for personal services of performer(s) on the engagement described below, made this 15<sup>th</sup> Day of March, 2011, between the undersigned Purchaser of Group (herein called "CONTRACTOR") and 7 performer(s). The performers are engaged severally on the terms and conditions on the face hereof. I represent that the performer(s) already designated have agreed to be bound by said terms and conditions. The performers severally agree to render services under the undersigned leader.

**RIGHT TO SUBCONTRACT:** Band/Performer reserves the right to fulfill their contractual obligations by contracting with additional parties including but not limited to substitute performers.

**STANDARD and OVERTIME PERFORMANCE:**

STANDARD PERFORMANCE equals three 45 minute sets with 15 minute break between each set. Any additional performance requested by the undersigned contractor beyond the agreed finishing time of engagement will include a minimum OVERTIME PERFORMANCE rate of \$ 25.00, with an added \$ 25.00, each additional thirty minutes thereafter.

Name and Location of Engagement: Town of Nags Head 50<sup>th</sup> Anniversary

Name of Band or Performer Old Enough To Know Better Band

Date(s) June 14 - 2011

Starting Time 7:00 pm

Finishing Time 10:00 pm

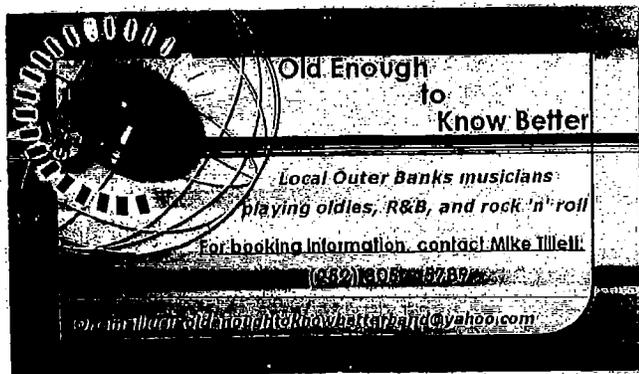
Type of Engagement (wedding, dance, stage show, banquet, private party.) 50<sup>th</sup> Anniversary Party

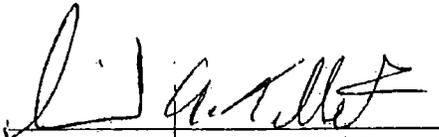
Food & beverages: Food & beverages will be provided to the group by the contractor.

Wage Agreed Upon \$ 1950. This Wage includes expenses agreed by the employer in accordance with attached schedule, or a schedule to be furnished to the "CONTRACTOR" on or before the date of engagement. "CONTRACTOR" will make payments as follows: A 50 % deposit in the amount of \$ 975.00 is due upon signing of contract, by Cash, Check or Money Order, payable to the undersigned representative.

**The remaining balance of \$ 975.00 will be due in CASH on or before date of engagement.**

All Deposits are non-refundable regardless of cancellation by contractor.



  
Michael A. Tillett  
PO Box 653  
Manteo, NC 27954  
(252) 305-5789

**PURCHASE ORDER**



**THE TOWN OF NAGS HEAD**

P.O. BOX 99  
 NAGS HEAD, NC 27959  
 TEL (252) 441-5508  
 FAX (252) 441-4680

**PURCHASE  
 ORDER #**

20110742-00 FY 2011  
 Page Number: 1

**PURCHASE ORDER NUMBER REQUIRED ON ALL INVOICES**

**MAIL INVOICE TO:**

**ATTN: ACCOUNTS PAYABLE  
 P.O. BOX 99  
 NAGS HEAD, NC 27959**

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TILLET'S MUSIC MAKERS  
 OLD ENOUGH TO KNOW BETTER BAND  
 PO BOX 653  
 MANTEO, NC 27954

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ADMINISTRATION % MICHELLE GRAY  
 TOWN OF NAGS HEAD  
 5401 S CROATAN HWY  
 NAGS HEAD, NC

27959

Tel 252-305-5789

Requisition

| DATE ORDERED  | VENDOR NUMBER                            | DATE REQUIRED | FREIGHT METHOD / TERMS | DEPARTMENT / LOCATION |
|---|--|---------------|------------------------|-----------------------|
| 4/27/11   | 007242                                   |               |                        | Governing Body        |
| LN  | DESCRIPTION / PART NO.                   | QTY           | COST EA.               | EXT. PRICE            |
| 001   | TOWN 50TH ANNIVERSARY BAND<br>410-545300 | 1.0<br>Each   | 1950.00000             | 1,950.00              |
|   |  |               | PO Total               | 1,950.00              |
| <p>Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by vendor for processing.</p> |  |               |                        |                       |
|   |  |               |                        |                       |

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

*ly*

FINANCE OFFICER

*WVW*

PURCHASING AGENT