

**AGREEMENT FOR ENTERTAINMENT SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT FOR ENTERTAINMENT SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) is made and effective as of the _____, 2026 by and between the **CITY OF BEAUMONT**, a California municipal corporation (“City”) whose address is 550 E. 6th Street, Beaumont, California 92223, and Global Talent Entertainment, a California _____ whose address is 3780 Kilroy Airport Way, Suite 200, Long Beach, CA 90806 (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties.”

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to engage Contractor to provide the following entertainment services: professional entertainment booking and coordination services for the City’s 2026/27 Summer Concert Series and special events, and

B. Contractor has made a proposal (“Proposal”) to the City to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after completion of the performance(s) specified in Exhibit "A" unless extended by the parties with the approval of the City Manager or City Council when required.

2. Services to be Performed. Contractor agrees to provide the services (“Services”) as follows:

professional entertainment booking and coordination for 90-minute performances by various artists July 2, 2026, July 9, 2026, July 16, 2026, July 23, 2026, and July 30 for Beaumont Nights 2026, and

professional entertainment booking and coordination for 90-minute performances by various artists April 29, 2027, May 6, 2027, May 13, 2027, May 20, 2027, June 10, 2027, June 17, 2027, and June 24, 2027 for Beaumont Nights 2027, and

professional entertainment booking and coordination for performances for additional special events by various artists on July 4, 2026, September 19, 2026, November 7, 2026, and December 12, 2026, in accordance with Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Contractor designates Brian Escandon and DaVon Buckner as Contractor’s Representatives responsible for overseeing the Services provided by Contractor (“Contractor’s Representative”). City designates the City Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. Contractor shall provide booking, contracting, and advancing services for the scheduled performances in accordance with Exhibit “A”. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

3. Associates and Subcontractors. Contractor may, at Contractor’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City. All associates, subcontractors, and consultants shall be identified in Exhibit "A" and shall be subject to all terms and conditions of this Agreement. For purposes of this Agreement, City approved Artists contracted by Contractor as part of the Services shall remain independent third party performers. Nothing in this Agreement shall be construed to make such Artists employees or agents of Contractor solely because Contractor books, coordinates, negotiates, or contracts with such Artists.

4. Compensation.

4.01 Contractor shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by City to Contractor under this Agreement shall not exceed the amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000).

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, within fifteen (15) days after the completion of the Services, an itemized invoice for the Services rendered. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion. Neither City nor Contractor shall be required to advance or front Artist fees or event-related expenses unless expressly agreed in writing. If an Artist approved by City requires a deposit or advance payment by a stated deadline in order to secure or confirm the Artist, Contractor shall notify City of the required deposit amount, payment deadline, and any applicable refund or cancellation terms. Contractor shall use commercially reasonable efforts to avoid or negotiate such deposit requirements when possible. Contractor shall not be obligated to front such deposit or advance payment on behalf of City, and Contractor shall not be responsible for loss of Artist availability resulting from City's failure to timely approve or fund the required deposit or advance payment.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will coordinate artist booking, contracting, and advancing services. All production, technical, staging, sound, lighting, and hospitality elements shall be provided by City or its designated vendors unless otherwise agreed in writing. Contractor shall provide its own transportation, lodging, meals, and other necessities unless specifically provided for in Exhibit "A." Contractor will determine the method, details, and means of performing the Services under this Agreement, subject to the approval of the City. Contractor acts in a booking and coordination capacity and is not the employer or guarantor of any Artist. Contractor shall not be responsible for the performance or non-performance of any Artist except to the extent caused by Contractor's negligence or willful misconduct, or material breach of this Agreement.

5.03 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.04 Contractor represents that it possesses and shall not infringe upon all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal, and Contractor shall assist in coordinating any necessary performance or licensing requirements related to the artists. In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.05 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.06 Contractor shall comply with and keep itself informed of all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5.07 Contractor warrants that it has investigated the scope, site, and conditions of the Services, understands the challenges involved, and will perform in accordance with this Agreement. Contractor shall promptly notify the City of any latent or unknown conditions and shall not proceed without written direction from the Project Manager.

If Contractor fails to fulfill these obligations, the City may correct the work at Contractor's expense, and Contractor shall reimburse the City upon demand. Payment by the City shall not be deemed acceptance of defective work.

5.08 Time is of the essence in the performance of this Agreement. Contractor shall arrive at the performance venue no less than one hours prior to the scheduled start time of the performance for setting up and sound check, unless otherwise specified in Exhibit "A."

5.09 Contractor shall perform the Services in a workman like manner and shall ensure that all performances are appropriate for the intended audience as specified in Exhibit "A." Contractor shall not use profanity, obscenity, or other inappropriate language or conduct during the performance unless specifically approved in advance by the City in writing.

5.10 Contractor shall not be under the influence of alcohol or illegal drugs during the performance of Services under this Agreement. Violation of this provision shall be grounds for immediate termination of this Agreement.

5.11 Contractor shall not make any statements or representations during the performance that may be construed as being made on behalf of, or as an expression of the policy of, the City, unless specifically approved in advance by the City in writing.

5.12 Contractor is an independent contractor, and not an employee. Contractor shall be responsible for all obligations relating to taxes (payroll, sales, use, income, fees, licenses, excises or payments required by any city, federal or state law).

5.13 Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Contractor agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's City, its officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation

insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the

Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Indemnification.

8.01 Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Contractor or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any and all claims, demands, damages, losses, liabilities, and expenses (including reasonable attorneys' fees), but only to the extent arising out of or caused by the negligent acts or omissions, willful misconduct, or Material breach of this Agreement by Contractor, its officers, employees, or agents in the performance of this Agreement including Contractor's failure to secure written Artist agreements following City approval of the applicable Artist, but only to the extent such failure is caused by Contractor's negligence, willful misconduct, or material breach of this Agreement. Contractor's obligations under this Section shall include claims alleging that Contractor or its personnel are employees of City, to the extent such claims arise from Contractor's acts or omissions or its failure to properly classify or manage its personnel. Contractor shall have no obligation to indemnify City for claims arising solely from (i) the acts, omissions, performance, non-performance, or conduct of any Artist, except to the extent caused by Contractor's negligence, willful misconduct, or Material breach of this Agreement, or (ii) the active negligence or willful misconduct of City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of

City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council. Contractor shall not be responsible for delays, cost impacts, or loss of Artist availability resulting from delayed City approvals or decisions.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to Contractor.

10.02 In the event of termination, the payment of monies due Contractor for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City, including any non-cancelable costs incurred.

10.03 In the event of Artist cancellation other than due to force majeure, Contractor shall use commercially reasonable efforts to assist City in securing a replacement Artist, subject to City approval. Contractor shall not be responsible for costs arising from Artist cancellation except to the extent caused by Contractor's negligence or willful misconduct.

11. Intellectual Property Rights.

11.01 Contractor warrants and represents only that it owns or has secured the necessary licenses, permissions, and rights for intellectual property owned or provided directly by Contractor in connection with the Services. Contractor does not represent or warrant ownership or control of any Artist name, likeness, trademarks, copyrighted works, music, recordings, choreography, scripts, performance materials, or other Artist-controlled intellectual property. Contractor shall indemnify, defend, and hold harmless City from any claims, suits, or proceedings arising from or related to any alleged infringement of intellectual property rights owned or provided directly by Contractor in connection with the Services, but excluding any Artist-

controlled intellectual property except to the extent caused by Contractor's negligence, willful misconduct, or material breach of this Agreement.

11.02 City shall have the right to photograph, record, or otherwise document the performance for archival, promotional, and educational purposes, subject to any restrictions contained in the applicable Artist agreement. Any broadcast or livestream shall require prior written approval from the applicable Artist or Artist representative. Contractor grants to City a non-exclusive, royalty-free license to use Contractor's name, likeness, and biographical information in connection with the promotion of the performance and future City events.

11.03 Contractor shall retain all rights to its pre-existing intellectual property, including but not limited to musical compositions, choreography, scripts, and other creative works. Nothing in this Agreement shall be construed as a transfer of ownership of Contractor's pre-existing intellectual property to City.

11.04 Any intellectual property created specifically for the performance under this Agreement shall be owned by City, subject to the terms and conditions set forth in this Agreement.

12. Force Majeure.

12.01 Neither party shall be liable for failure to perform under this Agreement if such failure is due to causes beyond the reasonable control of such party, including but not limited to acts of God, acts of civil or military authority, fires, floods, earthquakes, riots, wars, acts of terrorism, epidemics, pandemics, or government regulations enacted after the date of this Agreement.

12.02 In the event that a performance is canceled due to force majeure, the parties shall make good faith efforts to reschedule the performance at a mutually agreeable date and time. If the performance cannot be rescheduled within ninety (90) days of the original performance date, this Agreement shall terminate. Contractor shall be entitled to payment for Services performed and any non-cancelable costs incurred prior to the force majeure event.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.05 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.06 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.07 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall

immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.08 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.9 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.10 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.11 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.12 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.13 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either

party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.14 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.15 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

13.16 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party (“electronic signature”). The Parties hereto hereby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

GLOBAL TALENT ENTERTAINMENT

By: _____

By: _____

Print Name:
Gustavo Romo, Interim City Manager

Print
Name: _____

Date: _____

Date: _____

ATTEST:

By: _____

Print Name:
Nicole Wheelright, Deputy City Clerk

Date: _____

EXHIBIT "A"
PROPOSAL

Consultant shall provide comprehensive entertainment booking and coordination services, including but not limited to the following:

1. Talent Procurement and Booking

- Secure and contract musical entertainment for sixteen (16) concert dates.
- Provide up to two (2) coordinated mid-level to national-level cover bands or artists for each scheduled date.
 - July 4th requires one national act and one mid-level cover opening artist/band.
- Submit a minimum of two (2) performance options per date for City review and approval.
 - Minimum of four (4) options for 4th of July
- Ensure artists align with the preferred genre themes identified by the City.

2. Artist Contract Administration

- Negotiate and execute all entertainment contracts.
- Coordinate and manage all artist-related logistics, including:
 - Travel and ground transportation
 - Lodging accommodations
 - Hospitality and catering requirements
 - Technical riders and performance requirements
- Serve as the primary liaison between the City and all contracted performers.

3. Event Coordination and Oversight

- Provide an experienced point of contact responsible for talent coordination, logistical planning, and on-site implementation.
- Provide coordination and oversight of artist-related elements.
- Coordinate with the City's separately contracted stage and production vendor as needed.

4. Equipment and Backline

- Relay and coordinate artist backline and equipment requirements to City and/or its designated production vendor in accordance with artist technical requirements.

5. Music Licensing and Royalties

- Coordinate compliance with all music royalties associated with the Artist performances.
- Provide Available written documentation received from Artists or applicable licensing entities, as applicable, related to music licensing requirements.

2026/27 Event Concert Schedule and Preferred Genres

Thursday Concert Dates (6:00 p.m. – 9:15 p.m.)

- July 2, 2026 – Country
- July 9, 2026 – 2000s
- July 16, 2026 – Pop
- July 23, 2026 – Mariachi or Mexicana
- July 30, 2026 – Pop
- April 29, 2027 – Pop
- May 6, 2027 – Classics (All Decades)
- May 13, 2027 – Country
- May 20, 2027 – 80s
- June 10, 2027 – Classic Rock
- June 17, 2027 – 90s
- June 24, 2027 – R&B

Saturday Concert Dates

- July 4, 2026 – Rock / America Country (Beaumont Sports Park) (5pm – 9:30pm)
- Sept. 19, 2026 - Mariachi or Mexicana (4pm – 9pm)
- Nov 7, 2026 - Mariachi or Mexicana (1pm – 5pm)
- Dec 12, 2026 – Holiday Music (1pm – 9pm)

Each concert shall feature professional musical performances consistent with the identified genre theme for that date.

SERVICE FEE SUMMARY

Service Fee Per Event:	\$1,350
Number of Events:	16
Total Service Fee:	\$21,600

Service Fee Structure

Global Talent Entertainment proposes a flat service fee per event for entertainment booking, artist contracting, and coordination services associated with the City of Beaumont Summer Concert Series and related community events. Under this structure, Global Talent Entertainment will identify appropriate performers, negotiate artist agreements, manage artist contracting, and coordinate the logistical details required for each performance. This structure allows the City to clearly budget entertainment coordination services on a per-event basis while ensuring consistent support throughout the planning process.

Artist Performance Fees

Artist performance fees will be presented to the City for review and approval prior to booking. Once an artist is approved by the City, Global Talent Entertainment will execute the performance agreement and coordinate payment to the artist in accordance with the terms of the agreement. Artist performance fees are considered pass-through expenses and will reflect the negotiated performance fee agreed upon with the artist or their management. Subject to Section 4.04, City shall provide funds to Global Talent Entertainment for approved Artist performance fees, including any approved deposit or advance payment, according to the payment schedule outlined in the applicable Artist agreement.

EXHIBIT "B"
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 FAX (A/C. No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED GTE AGENCY, LLC. DBA Global Talent Entertainment 3780 Kilroy Airport Way, Ste 200 Long Beach, CA 90806	INSURER A: Hiscox Insurance Company Inc NAIC # 10200	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P104.143.095.2	11/13/2025	11/13/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Beaumont, its officers, officials, employees, agents and volunteers are additional insured in respects to general liability.

CERTIFICATE HOLDER

The City of Beaumont, its officers, officials, employees, agents and volunteers
 550 6th St
 Beaumont, CA 92223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Endorsement 33

NAMED INSURED: GTE AGENCY, LLC. DBA Global Talent Entertainment

Blanket Additional Insured (Lessors of Premises/Clients; Waiver of Subrogation; Primary Non-Contributory) Page 1 of 2

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

I. The following is added to the end of Section III. Who is an insured:

AI-A. Additional insureds

If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, the following persons or organizations are **insureds**:

1. Any person or organization from whom **you** lease any premises, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.

However, there is no coverage for such additional insureds for any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.

A person or organization's status as an additional insured under this subsection 1 ends when **you** cease to be a tenant in the premises.

2. Any person or organization for whom **you** are performing operations, but only with respect to liability arising out of:

a. **your** acts or omissions or of those acting on **your** behalf; and

b. the performance of **your** ongoing operations for the additional insured.

A person or organization's status as an additional insured under this subsection 2 ends when **your** operations for that additional insured are completed.

II. Notwithstanding anything to the contrary in the other insurance provisions in the General Terms and Conditions or in this Coverage Part, the coverage available under this Coverage Part to any additional insured listed above will be primary with respect to and will not contribute with any other insurance available to the additional insured, provided:

1. the additional insured is a named insured under such other insurance; and
2. **you** have agreed in a written contract or agreement that this insurance would be primary and would not contribute with any other insurance available to the additional insured.

III. Notwithstanding anything to the contrary in the subrogation provision in the General Terms and Conditions, **you** may waive **your** rights of recovery against another party in writing prior to an:

1. offense arising out of **your** business operations that caused a **personal and advertising injury**; or
2. **occurrence** that caused **bodily injury** or **property damage**.

Endorsement 33

NAMED INSURED: GTE AGENCY, LLC. DBA Global Talent Entertainment

Blanket Additional Insured (Lessors of Premises/Clients; Waiver of Subrogation; Primary Non-Contributory) Page 2 of 2

Endorsement Effective: November 13, 2025

Policy No.: P104.143.095.2



By: Mary Boyd
(Appointed Representative)

Endorsement 43

NAMED INSURED: GTE AGENCY, LLC. DBA Global Talent Entertainment

Additional Insured Endorsement (Designated Person or Organization)

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

SCHEDULE

Name of Person(s) or Organization(s):

The City of Beaumont, its officers, officials, employees, agents and volunteers

I. The following is added to the end of Section III. Who is an insured:

DP-A. Designated person or organization Any person(s) or organization(s) shown in the Schedule above will be added to this Coverage Part as an additional insured, but only with respect to their liability for **bodily injury, property damage, or personal and advertising injury** arising out of:

1. **your** acts or omissions;
2. the acts or omissions of those acting on **your** behalf in the performance of **your** ongoing operations; or
3. in connection with premises owned by or rented to **you**.

However, the coverage afforded to such additional insured(s):

- a. applies only to the extent permitted by law; and
- b. will not be broader than **you** are required by contract or agreement to provide for such additional insured(s).

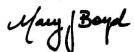
If coverage provided to the additional insured(s) listed in the Schedule above is required by a contract or agreement, the most **we** will pay on behalf of any such additional insured is the amount of insurance:

- i. required by such contract or agreement; or
- ii. available under the applicable limits stated in the Declarations, whichever is less.

II. This Endorsement will not increase the applicable limits stated in the Declarations.

Endorsement Effective: April 9, 2026

Policy No.: P104.143.095.2



By: Mary Boyd
(Appointed Representative)