



CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-25

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND GARY PEARLMAN A/K/A DR. AWESOME, INC. FOR A PERFORMANCE FOR A CITY CONCERT EVENT IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and Gary Pearlman a/k/a Dr. Awesome, Inc. for a performance for a City concert event in the City of Broadview Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and Gary Pearlman a/k/a Dr. Awesome, Inc. for a performance for a City concert event in the City of Broadview Heights as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 10th day of February, 2025

Robert Boldt, President of Council

Samuel J. Alai, Mayor

February 10, 2025

Date

Attest: Robin Parsons, Clerk of Council

February 10, 2025

Date

Performer's Agreement

This Performer's Agreement, entered into between **Gary Pearlman, aka Dr. Awesome Inc,** (Performer) and **LISA PUTKA/ CITY OF BROADVIEW HTS** (Purchaser), under which Performer will provide entertainment services for the Purchaser described herein subject to the terms and conditions set forth below:
CITY CONCERT EVENT

Date/Time of Performance: FRIDAY JUNE 6TH 2025 **Length of Performance:** 7 PM 45 to 60 min
Description of Performance: DR.AWESOME AND HIS BUBBLEPALOOZA (COVERS 30 BUBBLERS)/ BUBBLEMOBI
Address of Event: 9543 BROADVIEW RD BROADVIEW HTS OH 4414
Purchaser's Contact Information (email, phone number): Lputka@broadviewheights.org cell 440 832 9333
W-440 526 3664

Fee Agreed Upon: \$ 400.00 **Deposit due:** \$ Payment due on day of event prior to start of show

Any Remainder Payment is due either 7 (seven) days prior to scheduled performance or on the day of the scheduled performance PRIOR TO THE SHOW TIME, made by either cash, check or PayPal.

All checks must be made payable to Dr. Awesome, Inc. and mailed to 1306 East Miner Road, Mayfield Heights, OH 44124.

PayPal payments must be made to Dr.Urawesome@gmail.com

Performer reserves the right to cancel the show due to non-payment as specified by the terms of this Agreement.

Close up parking needed for unloading and reloading before and after showtime
This Agreement will be deemed expired and terminated if Purchaser fails to engage Performer by submitting the deposit with the signed Agreement within 5 -day time period.

Terms and Conditions (Please Initial)

Initial all ___ If this Agreement is entered into over 30 (thirty) days of scheduled performance:

a) this Agreement can be cancelled by either party without obligation within 10 (ten) days from the signature of this Agreement. Performer will return the deposit in full; b) In the event of cancelation by the Purchaser 14 (fourteen) days or more prior to a scheduled date of performance, Purchaser expressly forfeits the entire deposit; c) In the event of cancelation by Purchaser 7 (seven) days prior to the scheduled date of performance, Performer shall be entitled to keep the entire deposit and receive the payment agreed upon in full.

___ If this Agreement is entered into under 30 (thirty) days of scheduled performance, the foregoing sections (b) and (c) will be applied.

___ In the event that either the Performer or the Purchaser is unable to fulfill its obligation as a result of Force Majeure, neither party shall be liable to the other for direct or consequential damages resulting from the lack of performance. Under no circumstance will an event of Force Majeure excuse a Purchaser's obligation to make payments when due under this Agreement.

___ Purchaser shall be responsible for proper licensing of any copyrighted music and video used for the performance.

___ Purchaser's right to use Performer's name and likeness is limited to the period beginning with the execution date and ending upon completion of the performance or upon cancellation of this Agreement.

___ Performer reserves the right to take photos of his own performance and to publish/use/distribute the images for commercial purpose.

___ Performer represents and warrants that it is an independent contractor and will control the manner and means of the performance.

___ Performer and Purchaser, respectively, maintain adequate personal injury and property damage liability insurance coverage.

___ This Agreement shall be governed by the laws of the State of Ohio. Any dispute relating in any way to this Agreement shall be exclusively resolved by binding arbitration which shall be conducted in Cuyahoga County, Ohio.

___ This Agreement constitutes the entire understanding between Purchaser and Performer.

 2/10/2025
Authorized Purchaser's Signature **Date**

Gary Pearlman 1/30/25
Performer's Signature **Date**