

**AGREEMENT WITH VOLCAN ADVERTISING AND ENTERTAINMENT TO
PROVIDE LIVE PERFORMANCES AT CITY’S 2023 FIESTAS PATRIAS EVENT**

THIS AGREEMENT is made and entered into this 29th day of August, 2023, by and between Volcan Advertising and Entertainment, a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The City desires to retain a contractor to provide live performances at the City’s Fiestas Patrias Event on September 16 & 17, 2023.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

- a. Contractor shall provide a performance by musical artist Marilyn Odessa (“Artist”), as further detailed in **Exhibit A**, for the City’s Fiestas Patrias Event on September 16, 2023. Contractor shall ensure that Marilyn Odessa provides a sixty (60) minute live musical performance, beginning at or around 7:45 p.m. PST at the location specified, in writing, by City staff.
- b. Contractor shall provide a performance by musical artist Kumbia All Starz (“Artist” or collectively as “Artists”), as further detailed in **Exhibit B**, for the City’s Fiestas Patrias Event on September 16, 2023. Contractor shall ensure that Kumbia All Starz provides a sixty (60) minute live musical performance, beginning at or around 9:00 p.m. PST at the location specified, in writing, by City staff.
- c. Contractor shall provide a performance by musical artist Graciela Beltran (“Artist” or collectively as “Artists”), as further detailed in **Exhibit C**, for the City’s Fiestas Patrias Event on September 17, 2023. Contractor shall ensure that Banda Los Sebastianes provides a sixty (60) minute live musical performance, beginning at or around 6:45 p.m. PST at the location specified, in writing, by City staff.

- d. Contractor shall provide a performance by musical artist Banda Los Sebastianes (“Artist” or collectively as “Artists”), as further detailed in **Exhibit D**, for the City’s Fiestas Patrias Event on September 17, 2023. Contractor shall ensure that Banda Los Sebastianes provides a sixty (60) minute live musical performance, beginning at or around 8:00 p.m. PST at the location specified, in writing, by City staff.
- e. Contractor must provide song list of family friendly, clean edit songs with lyrics to be approved by the City of Santa Ana prior to performance.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, including all travel expenses and performances by Artists, the rates and charges identified in **Exhibits A, B, C, and D**. The total amount to be expended under this Agreement shall not exceed One-Hundred Twenty-Two Thousand Dollars and Zero Cents (**\$122,000**).
- b. Union fees, manager and/or agent commissions, and insurance obligations are part of the cost of production and City shall not be liable or responsible for any such payments under this Agreement.
- c. Contractor will be responsible for paying the Artists procured pursuant to this Agreement directly and will be responsible for compliance with all applicable wage and hour laws, tax withholding, and any other applicable laws. Contractor agrees to indemnify, hold harmless, and defend the City, its officials, employees, agents and volunteers from any claim or lawsuit wherein it is alleged that Artist(s) retained pursuant to this Agreement were not paid; not paid what was owed; or any wage, hour or tax obligation which is alleged to have resulted pursuant to this Agreement.
- d. Payment of deposit for Marilyn Odessa of Six Thousand Dollars and Zero Cents (**\$6,000**) shall be processed upon execution of Agreement and receipt of an invoice by the City, subject to City accounting procedures.
- e. Payment of deposit for Kumbia All Starz performance of Twenty-Three Thousand, Five Hundred Dollars and Zero Cents (**\$23,500**) shall be processed upon execution of Agreement and receipt of an invoice by the City, subject to City accounting procedures.
- f. Payment of deposit for Graciela Beltran performance of Seven Thousand, Five Hundred Dollars and Zero Cents (**\$7,500**) shall be processed upon execution of Agreement and receipt of an invoice by the City, subject to City accounting procedures.
- g. Payment of deposit for Banda Los Sebastianes performance of Twenty-Four Thousand Dollars and Zero Cents (**\$24,000**) shall be processed upon execution of

Agreement and receipt of an invoice by the City, subject to City accounting procedures.

- h. Remaining balances for Artists' performances shall be paid on the day of the event, subject to City accounting procedures.
- i. Contractor agrees that if for any reason, performer selected by Contractor and approved by the City, is unable to perform at the scheduled City event or does not appear, Contractor will immediately refund any monies paid to it for the performer's services at the specified City event. Contractor will bear the sole risk and responsibility of recouping any damages incurred by Contractor as the result of performer failing to attend or being unable to attend. If the City and Contractor can come to a mutual agreement regarding the services of an alternative performer for the specified City event within a reasonable amount of time prior to the event, Contractor will be obligated to repay only the portion of the funds previously paid, in excess of the agreed upon fees for the alternative performer, if any.
- j. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on September 30, 2023, unless terminated earlier in accordance with Section 17, below.

4. ROYALTY-FREE LICENSE

The City shall have the right and royalty-free license to simulcast or produce and show a tape-delayed broadcast of the Artists' performance to the City community or general public, through the internet or any other means. This license shall be non-exclusive and the copyright shall remain with the Artists. Copies of Artists' performance may be maintained by the City, and Artists consent to use of such recordings.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

a. Minimum Scope and Limit of Insurance:

1. **Commercial General Liability Insurance.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Worker’s Compensation Insurance.** In accordance with California State law, Contractor, if Contractor has any employees, is required to be insured against liability for worker’s compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer’s liability insurance with limits not less than **\$1,000,000** per accident.
4. **Broader Coverage.** 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 the 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.

b. Other Insurance Provisions

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).

2. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Verification of Coverage.** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

9. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. RELEASE

Contractor, on behalf of Artists, accepts any City-provided equipment used in connection with the performance in their “as-is” condition, with all faults. Contractor, on behalf of Artists, fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action of any kind or nature against, and covenants not to sue, City, its elected officials, officers, employees, agents and volunteers, and all persons acting on behalf of, by, through or under each of them, under any present or future laws, statutes, or regulations for any claim or event relating to the condition of the City-provided equipment or Artists’ use thereof.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney’s fees, for infringement of any United States’ letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:	Clerk of the City Council
	City of Santa Ana
	20 Civic Center Plaza (M-30)

P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With copy to: Executive Director
Parks, Recreation, and Community Services Agency
City of Santa Ana
20 Civic Center Plaza (M-23)
P.O. Box 1988
Santa Ana, California 92702

To Contractor: Volcan Advertising & Entertainment
Attn: Bobby Nava, Marketing Director
4959 Palo Verde St. Suite B203-B
Montclair, CA 91763
909-629-5252
BobbyNava@aol.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall

be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, except that payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. Contractor represents and warrants that it is in compliance and will maintain compliance with all applicable laws including, but not limited to, the California Talent Agency Act.
- c. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.
- d. In the event of any conflict or inconsistency between the terms and conditions in this Agreement and any terms or conditions set forth in any Exhibit, purchase order, or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
- e. This Agreement is the final and complete agreement and any prior or contemporaneous agreement(s) for similar services between the parties is superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

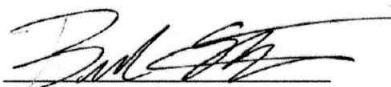
CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONTRACTOR

By: 
Brandon Salvatierra
Deputy City Attorney


Bobby Nava
Marketing Director

[signatures continued on next page]

RECOMMENDED FOR APPROVAL

Hawk Scott
Executive Director
Parks, Recreation, and Community Services Agency

EXHIBIT A



TALENT CONTRACT

Date: 8/04/2023
Contract # 119781

Volcan Advertising &
Entertainment
4959 Palo Verde St, Suite 203-B
Montclair, CA 91763
(909) 629-5252
bobbynava@aol.com

To **Monique Leon**
City Of Santa Ana
20 Civic Center Plaza,
P.O. BOX
1988 Santa Ana, CA,
92707

<i>Activity</i>	<i>Business</i>	<i>Payme ntTer ms</i>	<i>DueDate</i>
Participant	Marilyn Odessa	Due on receipt	Open
Event:	Fiesta Patrias Santa Ana		
Dates:	Saturday, September 16 th , 2023, from 7:45 PM to 8:45 PM		
Location:	602 N. Flower Street Santa Ana, CA 92703		

This Package Includes:

1 Hour Presentation of Marilyn Odessa in the city of Santa Ana.

Address 602 N. Flower St Santa Ana, Ca 92703.

Marilyn Odessa Performance Schedule: Saturday, September 16th from 7:45 pm – 8:45 pm Presentation with Banda.

Total Cost for Presentation: \$12,000.00

50% Deposit:	\$6,000.00
Balance Due 1 Day Prior to Event:	
Total:	\$12,000.00

Signature: _____

Date: _____

Upon signing this contract, the Client must make a deposit of 50% to secure the artist for the desired date and time. If at any time the client wishes to cancel the scheduled presentation. The deposit of 50% is nonrefundable. No refunds. No exceptions. If the artist wants to re-negotiate another event with the client, it will be up to the artist. Otherwise, you will lose your deposit. The balance must be paid 1 week prior to the event or on the day of the event prior to the artist going on stage. If you choose to pay on the day of the event unless another agreement is made.

EXHIBIT B



TALENT CONTRACT

Date: 7/14/2023
Contract # 119788

Volcan Advertising &
Entertainment
4959 Palo Verde St, Suite 203-B
Montclair, CA 91763
(909) 629-5252
bobbynava@aol.com

To **Monique Leon**
City Of Santa Ana
20 Civic Center Plaza,
P.O. BOX
1988 Santa Ana, CA,
92707

<i>Activity</i>	<i>Business</i>	<i>Payment Terms</i>	<i>Due Date</i>
Participant	KUMBIA ALL STARZ	Due on receipt	Open
Event:	Fiesta Patrias Santa Ana		
Dates:	Saturday, September 16 th , 2023, from 9PM to 10PM		
Location:	602 N. Flower Street Santa Ana, CA 92703		

This Package Includes:

Presentation of Kumbia All Starz in the city of Santa Ana.

Address 602 N. Flower St Santa Ana, Ca 92703.

Kumbia All Starz Performance Schedule: Saturday, September 16th from 9:00 pm – 10:00 pm.

50% Deposit:	\$23,500.00
<i>Balance Due 1 Day Prior to Event:</i>	
Total:	\$47,000.00

Signature: _____

Date: _____

Upon signing this contract, the Client must make a deposit of 50% to secure the artist for the desired date and time. If at any time the client wishes to cancel the scheduled presentation. The deposit of 50% is nonrefundable. No refunds. No exceptions. If the artist wants to re-negotiate another event with the client, it will be up to the artist. Otherwise, you will lose your deposit. The balance must be paid 1 week prior to the event or on the day of the event prior to the artist going on stage. If you choose to pay on the day of the event unless another agreement is made.

EXHIBIT C



TALENT CONTRACT

Date: 8/04/2023
Contract # 119782

Volcan Advertising &
Entertainment
4959 Palo Verde St, Suite 203-B
Montclair, CA 91763
(909) 629-5252
bobbynava@aol.com

To **Monique Leon**
City Of Santa Ana
20 Civic Center Plaza,
P.O. BOX
1988 Santa Ana, CA,
92707

<i>Activity</i>	<i>Business</i>	<i>Payment Terms</i>	<i>Due Date</i>
Participant	Graciela Beltran	Due on receipt	Open
Event:	Fiesta Patrias Santa Ana		
Dates:	Sunday, September 17 th , 2023, from 6:45 PM to 7:45 PM		
Location:	602 N. Flower Street Santa Ana, CA 92703		

This Package Includes:

Presentation of Graciela Beltran in the city of Santa Ana.

Address 602 N. Flower St Santa Ana, Ca 92703.

Graciela Beltran Performance Schedule: Sunday, September 17th from 6:45 pm – 7:45 pm Presentation with Mariachi.

Total Cost for Presentation: \$15,000.00

50% Deposit:	\$7,500.00
Balance Due 1 Day Prior to Event:	
Total:	\$15,000.00

Signature: _____

Date: _____

Upon signing this contract, the Client must make a deposit of 50% to secure the artist for the desired date and time. If at any time the client wishes to cancel the scheduled presentation. The deposit of 50% is nonrefundable. No refunds. No exceptions. If the artist wants to re-negotiate another event with the client, it will be up to the artist. Otherwise, you will lose your deposit. The balance must be paid 1 week prior to the event or on the day of the event prior to the artist going on stage. If you choose to pay on the day of the event unless another agreement is made.

EXHIBIT D



TALENT CONTRACT

Date: 7/14/2023
Contract # 119787

Volcan Advertising &
Entertainment
4959 Palo Verde St, Suite 203-B
Montclair, CA 91763
(909) 629-5252
bobbynava@aol.com

To **Monique Leon**
City Of Santa Ana
20 Civic Center Plaza,
P.O. BOX
1988 Santa Ana, CA,
92707

<i>Activity</i>	<i>Business</i>	<i>Payment Terms</i>	<i>Due Date</i>
Participant	BANDA LOS SEBASTIANES	Due on receipt	Open
Event:	Fiesta Patrias Santa Ana		
Dates:	Sunday, September 17 th , 2023, from 8 PM to 9 PM		
Location:	602 N. Flower Street Santa Ana, CA 92703		

This Package Includes:

Presentation of Banda Los Sebastianes in the city of Santa Ana.

Address 602 N. Flower St Santa Ana, Ca 92703.

Banda Los Sebastianes Performance Schedule: Sunday, September 17th from 8:00 pm – 9:00 pm

Presentation with Mariachi.

Total Cost for Presentation: \$48,000.00

50% Deposit:	\$24,000.00
Balance Due 1 Day Prior to Event:	
Total:	\$48,000.00

Signature: _____

Date: _____

Upon signing this contract, the Client must make a deposit of 50% to secure the artist for the desired date and time. If at any time the client wishes to cancel the scheduled presentation. The deposit of 50% is nonrefundable. No refunds. No exceptions. If the artist wants to re-negotiate another event with the client, it will be up to the artist. Otherwise, you will lose your deposit. The balance must be paid 1 week prior to the event or on the day of the event prior to the artist going on stage. If you choose to pay on the day of the event unless another agreement is made.