

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PRYOR ECONOMIC TRUST AUTHORITY AND DELL DAVIS
REGARDING
THE BLUE GRASS & CHILI FESTIVAL

WHEREAS, The Pryor Economic Development Trust Authority (hereinafter referred to as “Pryor EDTA”) wishes to host the Blue Grass & Chili Festival.

WHEREAS, Dell Davis is the manager of the Blue Grass & Chili Festival.

WHEREAS, The Pryor EDTA and Dell Davis wish to work together to successfully put together and hold the Blue Grass & Chili Festival in downtown Pryor Creek on September 6th & 7th, 2024.

1. Purpose & Intent

- a. The purpose and intent of this Memorandum of Understanding is to outline the obligations and responsibilities of the Pryor EDTA and Dell Davis to put together the 2024 Blue Grass & Chili Festival scheduled for September 6th and 7th, 2024 (the “Festival”)

2. History

- a. The Blue Grass and Chili Festival has been around for over forty years. It has been held in Tulsa, Claremore and Wagoner. It has become known as one of the largest Mid-America regional combined Chili Cook-offs, Festival Markets, Arts & Crafts, Car Shows, Antique Tractor Show, Dance Exhibitions and Concert festivals. The Festival is known to bring thousands of visitors each year.

3. Producer & Manager

- a. The Pryor EDTA will act as the Festival Producer of the Festival.
- b. Dell Davis will act as the Festival Manager of the Festival.
- c. The Festival Producer and Festival Manager will act together to host a successful 2024 Blue Grass & Chili Festival with more specific responsibilities below.

4. Responsibilities of the Festival Producer

- a. **Governing Body:** The Pryor EDTA will act as the governing body for the Festival. In doing so, the Pryor EDTA will set rules, policies and procedures believed to be necessary to hold a successful festival.
- b. **Permitting:** The Pryor EDTA shall work with the City of Pryor Creek to facilitate the necessary permits and permissions required for the smooth operation of the Festival, including but not limited to venue permits, road closures, and health and safety inspections.
- c. **Infrastructure:** The Pryor EDTA shall work with the City of Pryor Creek and the Municipal Utility Board to provide necessary infrastructure support, such as electricity, water supply, waste management facilities, and restroom facilities, as agreed upon between the parties.
- d. **Security:** The Pryor EDTA shall coordinate with law enforcement agencies and provide necessary security measures to ensure the safety and security of attendees, performers, and staff during the Festival.
- e. **Emergency Services:** The Pryor EDTA shall ensure the availability of emergency medical services and firefighting facilities during the Festival period.
- f. **Publicity:** The Pryor EDTA may assist in promoting the Festival through its official communication channels, subject to mutually agreed terms.
- g. **Contracts:** The Pryor EDTA will be responsible for entering into contracts with musicians, vendors and other entities as needed.
- h. **Finances:** The Pryor EDTA will be responsible for all finances with the Festival.

5. Responsibilities of the Festival Producer

- a. **Center Point Person:** The Festival Manager shall act as the center point person of the planning and executing the Festival.
- b. **Event Planning:** The Festival Manager shall be responsible for overall event planning, including but not limited to scheduling, programming, budgeting within the confines set by the Pryor EDTA, and logistics.
- c. **Vendor Management:** The Festival Manager shall coordinate with vendors, sponsors, exhibitors, and food/beverage providers, ensuring compliance with relevant regulations and guidelines.

- d. Talent Booking: The Festival Manager shall oversee the selection and contracting of performers, artists, and entertainers for the festival program. However, the contracts will be between the Pryor EDTA and the performers, artists, and entertainers.
- e. Marketing and Promotion: The Festival Manager shall develop and implement marketing and promotional strategies to attract attendees and raise awareness about the Festival.
- f. Operations Management: The Festival Manager shall manage day-to-day operations during the festival, including setup, teardown, staffing, and onsite coordination.
- g. Volunteers: The Festival Manager shall manage all volunteers working for the Festival.
- h. Compliance: The Festival Manager shall ensure compliance with all applicable laws, rules, regulations, permits, and policies set by the Pryor EDTA throughout the planning and execution of the Festival.

6. Funds

- a. The Pryor EDTA will take the financial risk of hosting the Blue Grass & Chili Festival and will receive all funds directly generated from the Festival.
- b. The Pryor EDTA commits a max dollar amount of \$75,000.00 to the Festival to be distributed and spent as determined by the Pryor EDTA with the advice of the Festival Manager.
- c. Other than contracted vendors and musicians, the beneficiaries of the event are the Pryor EDTA, the City of Pryor Creek, the City of Pryor Creek's citizens and businesses through direct sales and tax revenue.
- d. The goal is to generate revenue equal to or higher than the amount spent by the Pryor EDTA and to promote local sales and increase tax revenue.

7. Liability Insurance

- a. The Pryor EDTA will carry insurance for the event that covers both the Pryor EDTA and Dell Davis. Dell Davis, as Festival Manager, will be acting as an agent of the Pryor EDTA for insurance purposes.

8. Compensation

- a. There shall be zero compensation as the Festival Manager. The Festival Manager is a volunteer position.

9. Commitment

- a. By signing below, the Pryor EDTA and Dell Davis commit to their respective roles as described above. However, the Pryor EDTA and Dell Davis both understand that not every situation can be predicted, therefore the Pryor EDTA and Dell Davis commit to work together through all stages of the Festival to in good faith put on a successful Festival.

APPROVALS:

Pryor Economic Development Trust Authority

Dell Davis