



CITY OF CORNER BROOK

Policy Statement

Policy Title	<i>Entertainment Booking Policy</i>	Index:	<i>Procurement and Disposal</i>
Section:	<i>Procurement</i>	Policy Number:	<i>07-01-05</i>
Authority	<i>Council</i>	Adopted Date:	<i>March 9, 2026</i>
Effective Date:	<i>March 9, 2026</i>	Revision Date:	

POLICY STATEMENT

The following Entertainment Booking Policy will apply to the booking of entertainment for all non-ticketed City of Corner Brook events (an Event). Examples of such events include, but are not limited to:

- Canada Day
- Jigs & Wheels
- Cruise Ship Days
- Seniors' Parties
- Corner Brook Day

PURPOSE

The purpose of this policy is to provide a clear, consistent, and defined policy for booking entertainment for non-ticketed City events.

DEFINITIONS

Director – the Director employed by the City of Corner Brook to oversee Tourism and Recreation events

Event – a non-ticketed performance hosted by the City of Corner Brook

Act – performer(s) interested in performing at an Event

Pop-Up Event – an Event that is not advertised and has a duration of 60 minutes or less

APPLICABILITY

REQUEST FOR QUALIFICATIONS

At the beginning of each year the Recreation & Tourism Department will put out a Request for Qualifications from entertainment acts who would like to make themselves available to be booked for an Event.

Interested entertainment acts will be required to submit their Qualifications using the Entertainment Qualifications Form (Appendix I).

Submitting an Entertainment Qualifications Form does not guarantee any particular entertainment act will be booked for an Event but serves to provide event organizers with a pre-qualified supplier list indicating the availability of, and interest in, an entertainment act that may be booked for an Event. Entertainment Qualification Forms may be submitted at any time throughout the year but are only valid for the calendar year in which they are submitted.

Event organizers are not required to book an act that has submitted an Entertainment Qualification Form but may book any entertainment act suitable to a particular event at their discretion. The City reserves its rights under the *Public Procurement Act SNL 2016 Ch. P-41.001* and *Public Procurement Regulations, NL Regulation 13/18* and their similar or successor Act and Regulations to use such other methods of procurement as may be permitted therein.

REQUEST FOR QUOTES

In accordance with sections 12(1)(b) and 13(1)(a) of the Public Procurement Regulations and Parts 6.1.4 and 6.2 of the Public Procurement Policy of the Province of Newfoundland and Labrador, the City will not be required to obtain multiple quotes from Pre-Qualified entertainment acts. The cost of the Act must be within the approved budget for the Event. Organizers will have the option to seek multiple quotes when booking an event if, in their opinion, doing so will aid in determining which, of very similar entertainment acts, will be booked.

If not included, supplemental expenses associated with booking a particular act will be considered in the booking decision. Examples of supplemental costs include, but are not limited to,:

- Hiring external sound and or production services (if not arranged by the organizer for the Event)
- Staging beyond what is existing under normal circumstances at the Event venue and/or custom stage requests/requirements
- Road closures or special permits beyond which are already included for the Event
- Accommodation, mileage, and meal costs (if requested to by the act)
 - Note: Requests for accommodation, mileage, meal costs, etc. will only be considered for entertainment acts located outside of the Local Zone identified on the Local Zone Map (Appendix III).

ELIGIBILITY REQUIREMENTS

Any entertainment act to be considered eligible for booking for a particular Event must meet the following eligibility requirements:

- Must be available for the date, time and location of the Event
- Must sign the Entertainment Booking Agreement (Appendix II) prior to the Event
- Must be determined to be suitable for the Event at the discretion of the Event organizer(s)
- Cannot be booked for more than four (4) events in a calendar year (eg. 2026) unless no other eligible act is available or with Director approval for special circumstances
 - “Pop-up” events will not be counted against this limit
 - Events where the booked performance time is less than 30 minutes will not be counted against this limit
 - Events where the performance fee is less than the following thresholds will not be counted against this limit
 - Entertainment acts consisting of 3 performers or less: \$150.00
 - Entertainment acts consisting of more than 3 performers: \$300.00
- Cannot be booked for the same event for three (3), or more, consecutive years unless no other eligible act is available or with Director approval for special circumstances
- Must allow the City of Corner Brook Recreation and Tourism Department to maintain a minimum threshold of 60% of entertainment bookings of acts with “Local Status”

- To be considered to have “Local Status” entertainment acts must meet the following criteria:
 - A minimum of 50% +1 of the members of the act must reside in the Province of Newfoundland and Labrador.

BOOKING OF ENTERTAINMENT ACT

The decision to book a particular entertainment act for a particular Event will be solely with the organizer(s) of the event and be made in consideration of:

- Eligibility Requirements met; and
- Total performance fee (including supplemental costs) within the Event budget.

Note: While efforts will be made to provide opportunity to as many entertainment acts as possible the organizer(s) of any particular Event are under no obligation to ensure all interested entertainment acts are booked an equal number of times throughout a year or that any particular entertainment act is booked within a calendar year. Submitting a Qualifications Form does not guarantee that an act will receive a booking.

SCHEDULE(S)

- APPENDIX I – ENTERTAINMENT QUALIFICATIONS FORM
- APPENDIX II – BOOKING AGREEMENT FORM
- APPENDIX III – LOCAL ZONE MAP

Reference: Regular Council Meeting March 9, 2026

IN WITNESS WHEREOF this policy is sealed with the Common Seal of the City of Corner Brook.

[Redacted Signature]

Mayor

[Redacted Signature]

City Clerk



APPENDIX I – ENTERTAINMENT QUALIFICATIONS FORM

NAME OF THE ACT: _____

TYPE OF ENTERTAINMENT: _____
Eg. Music, magic, dance, etc.

NAME OF PRIMARY CONTACT: _____

PRIMARY CONTACT PHONE: _____

PRIMARY CONTACT EMAIL: _____

MEMBERS OF ACT:

NAME	TOWN/CITY OF RESIDENCE

RATING OF ACT (CHECK ONE):

- GENERAL AUDIENCE
- ADULT AUDIENCE

IDEAL/TARGET AUDIENCE: _____
Eg. Adult, senior, children, etc.

AVERAGE COST OF BOOKING: \$ _____

AVERAGE LENGTH OF SHOW: _____

DO YOU REQUIRE THE CITY TO PROVIDE SOUND/PRODUCTION TECHNICIANS?
_____ YES _____ NO

ARE YOU ABLE/WILLING TO WORK WITH SOUND/PRODUCTION TECHNICIANS PROVIDED BY THE CITY IF INCLUDED WITH THE EVENT?
_____ YES _____ NO

APPENDIX II – BOOKING AGREEMENT FORM

● **City of Corner Brook**

Entertainment Booking Agreement

This Agreement is entered into by and between:

The City of Corner Brook
5 Park Street, Corner Brook, NL A2H 6E1
(hereinafter referred to as “the City”)

AND

Name Person(s) or Corporation: _____ (“the Performer(s)”)
Primary Contact Name: _____
Phone: _____ Email: _____
Mailing Address: _____

1. Performance Engagement

Event Name: _____
Event Date: _____ Performance Time: _____
Location: _____
Performance Duration: _____
Compensation: Flat Fee of \$_____ (including HST and all recoverable expenses)
- Payment will be issued within 30 days of the performance upon receipt of an invoice, assuming all terms are met.
- No payment will be made in the event of cancellation, per Section 4.

2. Performer Responsibilities

The Performer agrees to provide the following services to the City:

- to provide live entertainment in accordance with the specifications noted above under part 1 “Performance Engagement” and as set out on any Entertainment Qualifications Form or proposal submitted by the Performer to the City
- Be available for the specified date, time, and location of the Event.
- Arrive a minimum of ____ minutes prior to performance time.
- Supply their own instruments/equipment unless otherwise agreed.
- Conduct themselves professionally and adhere to City event and safety protocols.
- Coordinate with any City-provided sound/technical staff, if applicable.
- Notify the City of any special requirements in advance.

3. Eligibility Requirements Acknowledgment

By signing this Agreement, the Performer confirms they:

- Have not exceeded the maximum of four bookings per calendar year (unless exempt).
- Are not booked for the same Event for three or more consecutive years (unless exempt).

- Meet the Local Status threshold (if applicable) and agree to all eligibility terms defined in the Entertainment Booking Policy.

4. Cancellation and Disclaimer

This booking is contingent on the event proceeding as planned. The City of Corner Brook reserves the right to cancel or postpone events in its sole discretion for any reason, including but not limited to high winds and inclement weather. The City shall not be responsible to pay any contract or performance fees for cancelled performances. Further, the City shall not be liable and shall be held harmless for any injuries or damage from cancellations, postponements, and inclement weather including but not limited to any consequential loss or damage, loss of business, loss of income, loss of profits, loss of reputation, and damage to merchandise.

5. Indemnity and Insurance

a. The City of Corner Brook and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of **The Performer (s)** its servants or agents in the performance of his, her, it's or their obligations under this Agreement. **The Performer(s)** shall indemnify and save the City of Corner Brook and Corner Brook City Council and its staff and volunteers harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.

b. **The Performer** shall, at all times, and at its own expense maintain in force general liability insurance coverage for a minimum of two million dollars (\$2,000,000.00) per occurrence with respect to their services, the performers and any performances on City property and shall provide the City with certificates of a policy or policies of an insurance company or companies on the date of signing this agreement and at such other times as required by the City within five (5) days of request of the City.

6. Permits and Licences.

The Performer agrees to comply with all federal, provincial and municipal laws, by-laws, rules and regulations, including obtaining all necessary permits and licences and complying with all orders. The Performer is solely responsible for obtaining any required insurance, licenses, and permits and complying with all permit and licence conditions and applicable laws, including but not limited to the *Occupational Health and Safety Act and Regulations*.

7. Notices

Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

a. In the case of notice to the City to:

City Clerk
City of Corner Brook
P.O. Box 1080
Corner Brook, NL
A2H 6E1

b. In the case of notice to **The Performer** to:

Name:

Address: _____

8. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal
9. This Agreement constitutes the entire agreement between the parties and supersede all previous agreements, arrangements, communications or understandings, written or oral, relative to the services unless specifically incorporated herein..

10. Independent Contractor

The Performer is an independent contractor. This Agreement does not create an employer-employee relationship, joint venture, or partnership.

Agreement and Signature

By signing below, the Performer agrees to the terms outlined above and in the City of Corner Brook Entertainment Booking Policy.

City of Corner Brook Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Performer / Authorized Representative

Name: _____

Signature: _____

Date: _____

