



Memo

To: Mayor and Hayden City Council
From: Suzanne Cano, Recreation and Community Events Director
Date: May 18, 2026

Agenda Item: Approval of 2026 Hayden Days Entertainment Agreement with Kelly Hughes

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends approval of the 2026 Hayden Days Entertainment Agreement with Kelly Hughes.

Functional Impact of Authorizing

Approving the agreement allows for entertainment on the Friday night of Hayden Days. The Kelly Hughes Band has been performing at Hayden Days since 2014, and the community looks forward to having this band each year. As well, the Kelly Hughes Band brings in the largest crowd that continues to grow each year and is the main draw for Hayden Days.

Functional Impact of Not Authorizing

By not approving the agreement, it would affect the success of Hayden Days by not having the huge draw that the Kelly Hughes Band has, and we would have a lot of disappointed citizens and vendors.

Fiscal Impact

Per the agreement, the City of Hayden will pay Kelly Hughes \$5,000.00 for his band's performance. The City also obtains sponsorships to help offset the cost of entertainment during Hayden Days.

Budget Funding Source/Transfer Request

Sponsorship monies are receipted into GL Account 110-750-41201 cc 1153, and the contract is paid from GL Account 110-721-58001 cc1153. Both accounts are named Community Special Events-Hayden Days.

Attachment

2026 Hayden Days Entertainment Agreement with Kelly Hughes

HAYDEN DAYS ENTERTAINMENT AGREEMENT

The City of Hayden, a political subdivision of the state of Idaho, (hereinafter "CITY"), enters into this Agreement with the Kelly Hughes Band, c/o Kelly Hughes (hereinafter "ARTIST").

WHEREAS, the CITY wishes to provide a special event (hereinafter "Performance or Performances") at its property located at McIntire Family Park, 8930 N. Government Way, Hayden, Idaho, during the 2026 Hayden Days event under the direction of the city of Hayden;

WHEREAS, ARTIST possesses particular knowledge, talent, training and skill to provide certain public entertainment; and

WHEREAS, the CITY possesses property and has scheduled entertainment events to be held in conjunction with its annual Hayden Days event,

THEREFORE, the parties mutually agree as follows:

1. DUTIES OF ARTIST

- A. **PERFORMANCE**: ARTIST shall at such time on such days as it may be required, undertake its performance consisting of music and vocals.
- B. The Performance shall be conducted at the location assigned to the ARTIST by CITY. The ARTIST shall refrain from any lewd or obscene gesture or language during or as part of the performance.
- C. **EQUIPMENT**: ARTIST shall supply all equipment required for ARTIST's Performances and such staff required to run said equipment.
- D. **INDEMNIFICATION**: ARTIST agrees to indemnify, defend, and hold harmless CITY and all its officers, agents, and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the Performances and/or any activities of ARTIST, ARTIST's agents, employees, or representatives under this Agreement.
- E. **INSURANCE**: ARTIST agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect ARTIST, all ARTIST'S employees, CITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the ARTIST'S acts. ARTIST shall provide proof of liability coverage as set forth above to CITY prior to commencing its performance as herein provided, and require insurer to notify CITY ten (10) days prior to cancellation of said policy.
- F. **DIRECTIVES**: ARTIST shall comply with and abide by any reasonable and lawful directives issued by any authorized agent of the CITY.
- G. **COMPLIANCE WITH LAW**: ARTIST shall comply with and abide by all federal, state and local laws, rules, regulations and ordinances.
- H. **HAZARDOUS WASTE**: ARTIST shall be legally responsible for any hazardous waste it may generate or environmental contamination it may cause to CITY property by its performance and shall indemnify CITY, therefore.

- I. SPONSORSHIP: ARTIST shall fully cooperate with the CITY and any sponsor that the CITY obtains for the Event. ARTIST shall do all things reasonably necessary to accommodate that sponsorship.
- J. ENDORSEMENTS: ARTIST shall make no commercial endorsements of any product or business during any performance at Hayden Days 2026, unless specifically approved in writing by CITY'S authorized agent.
- K. SUSPENSION/CANCELLATION: ARTIST shall be present at Hayden Days on **Friday, July 24, 2026, between 5:30 p.m. and 8:00 p.m.** and shall be ready, willing, and able to perform each and every Performance under this Agreement. The CITY and ARTIST shall mutually determine and agree in good faith to delay, suspend, or cancel any of the ARTIST's Performances when conditions are present that would render the Performance or Performances impossible, hazardous, or unsafe.
- L. NONDISCRIMINATION: No person shall be discriminated against in the providing of the services herein under and the ARTIST shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, the ARTIST will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin in the performance of this Agreement. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.
- M. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under the contract exceed one hundred thousand dollars (\$100,000) and employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- N. CERTIFICATION THAT COMPANY IS NOT CURRENTLY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA: Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

2. DUTIES OF CITY

- A. SITE: The CITY shall provide stage area for the ARTIST's Performances.
- B. EQUIPMENT/SUPPLIES: The CITY shall provide electricity and bottled water during the ARTIST's Performances.
- C. PARKING AND ACCESS: The CITY will provide access to the event site for ARTIST'S vehicles before and after the referenced event. No vehicle movement will be allowed during times of the event except in cases of emergency.
- D. COMPENSATION: The CITY shall pay to ARTIST the **sum of \$5,000.00 on Friday, July 17, 2026**, which is one week prior to the performance, as payment in full for ARTIST'S Performance. If ARTIST fails to perform, the entire \$5,000.00 shall be returned to the CITY on or before July 31, 2026.

3. MISCELLANEOUS PROVISIONS

IT IS FURTHER UNDERSTOOD THAT:

- A. INDEPENDENT CONTRACTOR: The parties agree that ARTIST and all its employees are independent contractors of CITY and in no way employees or agents of CITY and are not entitled to workers compensation or any benefit of employment with the CITY. CITY shall have no control over the performance of this Agreement by ARTIST, except to specify the time and place of performance and the results to be achieved. ARTIST agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.
- B. COMMISSION: There is to be no commission deducted from the payment for any other agent or agency.
- C. JURISDICTION AND VENUE: This Agreement shall be governed and interpreted by the laws of the State of Idaho with venue in the County of Kootenai, State of Idaho.
- D. ATTORNEY FEES: In the event of any litigation arising under, or as a result of, this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.
- E. SEVERANCE: In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.
- F. MODIFICATION: This Agreement may be modified or amended only by a writing duly executed by both parties.
- G. MERGER: This writing embodies the entire agreement of the parties, and they expressly acknowledge that there are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.
- H. NOTICES: All notices required hereunder shall be given in writing by mail to:

CITY:
 City of Hayden
 8930 N. Government Way
 Hayden, Idaho 83835

ARTIST:
 Kelly Hughes of the Kelly Hughes Band
 869 East Seltice 174
 Post Falls, ID 83854

DATED this 11th (day) of May (month), _____ 2026

CITY

 Alan Davis, Mayor

ARTIST



 Kelly Hughes, Kelly Hughes Band

ATTEST:

 Abbi Sanchez, City Clerk