

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND

Ying Yang Tours, LLC

K10-131

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THIS AGREEMENT, made and entered into by and between the City of New Orleans, herein represented by C. Ray Nagin, Mayor, ("City") and Ying Yang Tours, LLC, herein represented by Dennis Aronson its ("YYTL"), witness that,

WHEREAS, the City desires to engage YYTL to render professional services to the City in connection with the New Orleans Saints Parade on February 9, 2010;

WHEREAS, YYTL, whose office is located at 5398 E. Mountain Street, Stone Mountain, Georgia 30083-3079, is qualified and willing to perform such services, and both the City and the YYTL desire hereby to detail their related agreement.

NOW THEREFORE, the City of New Orleans and YYTL, for the consideration and under the conditions set forth, agree as follows:

1. CONTRACTED SERVICES: YYTL shall provide the following services:

- a) YYTL's Artists, the "Ying Yang Twins" shall perform one song entitled "Halftime" during the New Orleans Saints Parade on February 9, 2010;
- b) Provide any preparation and/or set up necessary to perform said song; and
- c) The performance will begin at 5:30 p.m.

2. FEES: The maximum amount payable under this agreement shall not exceed \$2,100. This amount includes food, ground transportation, gas, parking, security and hotel accommodations. The City will not pay for more than one night of hotel accommodations.

As a prerequisite to payment, YYTL shall submit to the City a detailed invoice describing the services performed.

The check shall be provided to the YYTL on February 9, 2010 or wire sent to Sun Trust bank as shown below.

3. TERM: The term of this Agreement is February 8, 2010 to February 10, 2010.

4. FURTHER PROVISIONS:

a. The City and the YYTL bind themselves under the Additional Terms and Conditions attached hereto.

5. AMENDMENT: This agreement is not modified except by written amendment executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:

CITY OF NEW ORLEANS


By: C. RAY NAGIN, MAYOR

DATE: 2/19/10

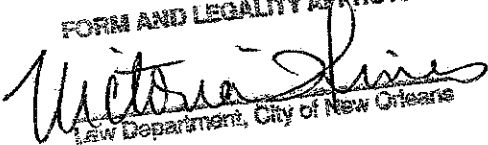
YING YANG TOURS, LLC


By:

DATE: 2/19/2010

Tax ID No: 20-3898035

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans

ATTACHMENT
ADDITIONAL TERMS AND CONDITIONS

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS ("City")
AND
Ying Yang Tours, LLC
("YYTL")

1. **EQUAL EMPLOYMENT OPPORTUNITY**: In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the YYTLs employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. **ASSIGNABILITY**: The YYTL shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.
3. **CONFLICT OF INTEREST**: In the interest of ensuring that efforts of the YYTL do not conflict with the interests of the City, and in recognition of the YYTL's responsibility to the City, the YYTL agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the YYTL. It is incumbent upon the YYTL to notify the City and provide full disclosure of the possible effects of such employment on the YYTL's independent work in behalf of the City. Final decision on any disputed offers of other employment for the YYTL shall rest with the City.
4. **INDEMNIFICATION**: The YYTL shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the YYTL, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the YYTL hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the YYTL in connection with the performance of its obligation under this Agreement.

5. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE: YYTL herein expressly agrees and acknowledges that it is an independent YYTL as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the YYTL for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the YYTL shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: YYTL herein expressly declares and acknowledges that it is an independent YYTL, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

a. YYTL has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and

b. Services to be performed by YYTL are outside the normal course and scope of the City's usual business; and

c. YYTL has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither YYTL nor anyone employed by YYTL shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the YYTL, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

8. JURISDICTION: The YYTL hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the YYTL.

9. DURATION: The services to be provided under the terms of this agreement shall begin on February 8, 2010 and shall end no later than February 10, 2010. It is understood and acknowledged by all signers to this Agreement that work described under these terms is to be accomplished during the time period specified herein. The terms, conditions and duration of this agreement may be modified by an executed, written amendment to this Agreement.

10. EXTENSION: This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one year periods.

11. CANCELLATION: Either party to this contract may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least (30) days before the date of termination.

12. SOLICITATION: The YYTL has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The YYTL has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

13. AUDIT AND OTHER OVERSIGHT: The YYTL understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 2-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.