



- Other contras
  - Jonesborough - Historic Dance Society
  - Erwin - Great Outdoors Festival
  - Asheville - LEAF Festival, Old Farmers Ball
  - Kingsport - at Meadowview Conference Center
  - Other - Winston-Salem, Charlotte, Knoxville, Raleigh, Roanoke

After discussion, the following contract was presented for approval:

**Contract: Trail Town Twirl, Contra Dance series  
2022 – December 16; 2023 – March 24, June 23, September 22**

**Objective**

The purpose of this event series is to increase year-round visitation and promote Damascus, VA as a destination for contra dancing. Contra dancing is a folk dance with English, Scottish, and French origins. Many of the dances are done in pairs but individuals may attend without a partner. The dance is led by a caller and live band. Damascus hosts an annual contra dance at the Riverside Auditorium during Trail Days. This event series will (1) attract the dance community, a new audience, to Damascus, and (2) provide a new activity for residents and visitors.

**Agreement**

This agreement is made and entered into between the Town of Damascus, Virginia, hereafter referred to as “the Town”, and Appalachian Folk School, hereafter referred to as “Contractor”.

In consideration of the mutual promises and agreements hereafter set forth, and intending to be legally bound, the parties agree as follows:

**1. Services Provided**

The Contractor agrees to provide the following:

- a. Dance caller(s), live music, and sound equipment for the agreed upon dates of December 16 (2022) and March 24, June 23, and September 22 (2023)
- b. Collection of payment from dance participants and delivery to the Town on the next business day after each event
- c. Promotion of the event series to the contra dance community – via the Contractor’s email list, social media, and word-of-mouth

The Town agrees to provide the following:

- a. Arrangement with People, Inc. for use of the Riverside Auditorium as the event venue; residents of the Riverside Place Apartments shall be able to participate in the event at no cost
- b. Paper products (toilet paper, paper towels) and the availability of one town/custodial staff
- c. Development of promotional materials and promotion of the event series through Town channels

2. Independent Contractor – The Contractor acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between the Town and the Contractor. No employee related withholdings or deductions shall be made from payments due the Contractor. The Contractor shall not be entitled to receive any benefits from the Town and shall not be eligible for workers' compensation or unemployment benefits.

#### Hold Harmless

Contractor shall agree to defend, indemnify and hold harmless the Town from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or less any expense arising from Contractor's Performance under this agreement.

#### Project Administrator

For questions, contact Julie Kroll at [recreation.director@damascus.org](mailto:recreation.director@damascus.org) or (276) 475-3831.

#### Payment Terms

All services provided shall be performed to the satisfaction of the Town of Damascus and in accordance with all applicable federal, state, and local laws, ordinances, rules, policies, and regulations. Payment for services will be made within thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later. The Town of Damascus is exempt from taxation.

The payment of \$500 per event is due to individual parties as billed (caller(s), musicians, sound) upon completion of each event: December 16, March 24, June 23, and September 22.

Total Project Budget: \$2,000

- Ms. Coleman made a motion to approve the Trail Town Twirl, Contra Dance series contract, as presented. Mr. Jackson 2<sup>nd</sup> the motion, which passed (5-0).
- Mr. Jackson made a motion to adjourn, 2<sup>nd</sup> by Ms. Coleman. The motion passed (5-0).

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Katie Lamb, Mayor

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Tuesday Pope, Clerk