

FESTIVAL ENTERTAINMENT AGREEMENT

THIS ENTERTAINMENT AGREEMENT is made this ___th day of _____, 20__ by and between _____(Buyer)_____ (hereinafter referred to as the "Buyer") and the entertainer or entertainers, if more than one, listed on Addendum A attached hereto and included herein (hereinafter referred to as the "Artist"), by and through their designated agent or representative ("Manager") identified below.

WHEREAS, Buyer conducts the annual event known as _____ (hereinafter referred to as the "Festival"); and

WHEREAS, Buyer desires to hire Artist, as independent contractor(s), to provide the entertainment generally described below (the "Performance") at the 20__ Festival; and

WHEREAS, Artist(s) desire to provide such Performance at the Festival;

NOW, THEREFORE, the parties agree as follows:

1. **Entertainers:** The names and addresses of the Entertainers who will appear during the Performance, the amounts to be paid to each, and the Entertainer's social security numbers and union numbers, if any, are as set forth on Addendum A.

2. **Manager:** The name and mailing address of the Manager, who is executing this Agreement on behalf of Artist(s), is:

3. **Place of Performance:** The place of performance is at

4. **Date(s) and Time(s) of Performance:** The date(s) of the Performance shall be _____, 20__ and the time(s) of the Performance shall be _____. This Performance shall have a duration of at least _____ hours.

5. **Performance:** The entertainment to be provided by Entertainers is generally described as:

6. **Agreement to Perform:** Artist(s) agree to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.

7. **Price of Performance:** Buyer agrees to pay Artist or his agent an aggregate of _____ DOLLARS (\$xxxx.xx) for the Performance by check immediately following the Performance, which check shall be made payable to the Manager. Upon proper endorsement of such check by Manager, Buyer agrees to cash the check for the Manager. The Manager shall distribute such amount to Artist(s) as agreed upon between them.

8. **Recording, Reproduction or Transmission of Performance:** Buyer will use its best efforts to prevent the recording, reproduction or transmission of the Performance without the written permission of Artist(s) or Artist's representative.

9. **Excuse of Obligations:** Buyer and Artist shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

10. **Taxes:** Buyer agrees to prepare and file all tax information required of a person who hires an independent contractor and Artist(s) agree that they have sole responsibility for the payment of any federal or state taxes arising from the monies paid by Buyer to Artist(s) for the Performance.

11. **Indemnify for Copyright Infringement:** Artist(s) represent and warrant that they are knowledgeable about the copyright laws of the United States as applicable to the Performance, and that Artist(s) shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws. In the event that Artist(s) breach this representation, warranty and covenant, Artist(s) hereby agree to INDEMNIFY AND HOLD HARMLESS Buyer and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach.

12. **Independent Contractor:** Artist(s) acknowledge that they shall perform their obligations hereunder as an independent contractor and not as an employee of Buyer. Artist(s) further acknowledge that they are not on Buyer's payroll and social security or tax withholding rolls. Artist(s) shall have sole control and direction in the conduct of the Performance.

13. **Merchandising:** Artist(s) shall not, during the 20__ Festival sell any goods, products, merchandise or services (other than the services provided herein) on the grounds of the Festival.

14. **Promotion:** Buyer shall be entitled to advertise and promote the appearance of Artist(s) at the 20__ Festival and the Performance. Artist(s) acknowledge that Buyer will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held at the 20__ Festival. Artist(s) hereby acknowledge and agree that Buyer may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at the 20__ Festival.

15. **Parking:** Buyer shall provide parking space for vehicles in a location of close proximity to and with direct access to the backstage area where Performance will take place on the date(s) of Performance. This parking space will be reserved for Artist(s) for a period of four (4) hours prior to the Performance and ending three (3) hours following the Performance.

16. **Security:** Buyer shall provide security for the backstage and stage areas before, during and after the Performance. Buyer shall provide security personnel to protect Artist(s) and their property as deemed appropriate by Buyer in its discretion.

17. **Passes:** Buyer shall provide identification passes to Artist(s) for the backstage and stage where Performance is to be held.

18. **Stage:** At its sole expense, Buyer shall furnish the stage, and stage lighting, sound and power for the Performance, and Buyer shall provide all stagehands required to assist the setup for and conduct of the Performance and takedown after the Performance.

19. **Dressing Rooms:** Buyer shall provide Artist(s) with one private dressing room, which will be clean, dry, well lit and air conditioned.

20. **Authority to Execute:** The Manager who is executing this Agreement on behalf of Artist(s) hereby warrants and represents that he has the full power and authority to bind Artist(s) on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that Buyer is relying thereon.

IN WITNESS WHEREOF, this Agreement is executed on the date first above written.

BUYER

By:

MANAGER

By:

Title:

**ADDENDUM A
List of Artist(s)**

NAMES & ADDRESSES OF ENTERTAINERS

SOCIAL SECURITY/UNION NO.
