

Performing Artist Contract

This agreement is made on this _____ day of _____ 20____ between
and the **Village of Minoa**, 240 N. Main Street, Minoa NY 13116, a municipal
corporation formed under the laws of the state of New York (“Village”) and
_____ (“Artist”),

(Name of Individual or Company)

_____,
(Address of the above named Individual or Company)

In consideration of the mutual promises and agreements of the parties hereto, as
hereinafter set forth, it is agreed as follows:

1. Artist, as an independent contractor, agrees to perform on:

Date

Time

Location

_____/_____/_____ to _____ Lewis Park, Minoa, New York

It is mutually agreed that the performance will start and end promptly at the time
indicated above.

2. The Village agrees to pay as full consideration for the performance a total of:

\$ _____.

Payable by check to:

Name

Street Address

City

State

Zip

FEIN#

Email Address

Cell

- 3.** Transportation, prior set-up and take down of performance equipment are to be arranged and paid for by the Artist.

- 4.** The terms and conditions set forth in this Agreement shall have precedence over any brochures, marketing materials, an attachment incorporated herein (or otherwise) in the event of any conflict.

- 5.** In the event that either the Village or the Artist is unable to fulfill its obligation due to damage or destruction of the venue by fire or casualty, verified disability of Artist or band member(s); neither Artist nor the Village shall be held legally responsible for any damages arising from the cancellation of the performance(s) listed herein.

- 6.** With respect to liability insurance, the Artist is responsible for having broad form, comprehensive liability insurance in place for its own negligent or otherwise wrongful acts or omissions, claims and liabilities, and shall indemnify, defend and hold harmless the Village for and from same. Such insurance coverage shall include contractual liability coverage for this indemnification and hold harmless provision. The Village affirms it maintains general insurance for its own liabilities.

- 7.** This agreement, including any addenda thereto and any compensation payable under the terms hereof, cannot be assigned or transferred without the written consent of the Village and contains the complete understanding of the parties respecting the subject matter hereof. It is expressly understood and agreed that the Village makes no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broaden, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Village hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the parties hereto. Any notices provided for herein shall be in writing and shall be mailed to the Artist at the addresses provided.

8. The Artist agrees that he/she will not under any circumstances accept any other engagement for a performance on the date agreed to herein and as a result thereof, cancel the subject performance.

Stage and Technical

9. Village agrees to furnish the aforementioned venue on the date and at the performance time indicated.

10. Artist will provide the Village with a listing of stage needs at least four (4) weeks prior to performance. Such listing will include, but are not limited to minimum area desired and electric service requirements; Artist agrees to bring all the necessary equipment, including for lighting and sound systems, for their performance.

11. The Artist agrees to arrive so as to allow ample time for setting up performing for the hours shown at paragraph 2 hereof.

12. If performance is cancelled before Artist arrives at venue site on the date of the event, Artist will not be paid. If the event is cancelled after the Artist has arrived at venue site on the date of the event and performance equipment is set up, Artist will be paid.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by its appropriate officer, the day and year first above written.

Artist and/or Agent Signature

Date

Village Official Signature

Date