



City of
NORTH BONNEVILLE

P.O. Box 7

North Bonneville, WA 98639

(509)427-8182

2018 Gorge Days Talent Performance Contract

This contract (the "Agreement") is made on this day of _____, _____, between The City of North Bonneville (the "Operator") and _____ (the "Talent") for the hiring of Talent as independent contractors to perform (the "Show") for Operator at Gorge Days (the "Venue"), located at the address _____ North Bonneville City Park, CBD Mall, North Bonneville, WA 98639__.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue on the 7th of July, 2018, at _____.

2. **Description of Show.** Show will be a musical performance lasting a minimum of _____ minutes. Talent agrees to provide a Show with the following entertainment elements:

3. **Payment.** Compensation for the Show will be _____ dollars, payable by check (together being the "Fee"). A 50% deposit of Fee is due on the signing of this contract. This is a required condition for the contract to proceed; if a 50% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of Fee is due immediately prior to Talent's Show but may be made earlier.

4. **Cancellation.** If full payment is not made prior to Talent's Show, Show may be cancelled by Talent, and Operator may not seek any damages. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 50% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 50% of Fee. If Operator cancels within 2 days of Show, Operator must pay Talent's full Fee. In the event Talent cancels for any reason or at any time, Talent must refund the full Fee. Talent shall not cancel 48 hours or fewer before the time of Show, unless due to a documented illness or family emergency.



5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, or government intervention, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

7. **Food and Drink.** Operator will provide Talent with a 36-count case of bottled water. Please let us know of any additional needs.

8. **Parking.** Operator will provide sufficient parking for Talent's personal and cargo vehicles within a reasonably convenient distance to Venue for the duration of the show and lasting until 1 hour after the show.

9. **Sound Systems Check.** A sound check conducted by Talent of Venue's sound system is required, at a time to be mutually arranged between Talent and Operator. In this case,

10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

11. **Indemnification.** The Operator shall defend, indemnify and hold the Talent, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Talent.

Talent shall defend, indemnify and hold the Operator, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Operator.



12. **Dispute Resolution/Venue.** The parties agree that any disputes arising under this agreement will be subject first to non-judicial dispute resolution in the form of a mediation before a neutral mediator chosen by agreement of the parties. In the event the parties are unable to agree to a mediator, one will be chosen under the rules of mediation through the American Arbitration Association. In the event mediation is unsuccessful, disputes shall be litigated with the venue in the appropriate Court of Clark County, Washington.

13. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. **Interpretation.** Agreement will be interpreted according to the laws of Washington State.

15. **Riders.** Nothing in this Agreement shall prevent any amendment from being added to this Agreement. All amendments must be in writing and signed by both parties.

16. **Licensing.** Talent holds all copywrites to the work Talent is performing, unless Talent provides Operator with a list of works Talent is performing for which any other artist(s) hold copywrites at least thirty (30) days prior to the performance. In that event, Operator shall secure permission or license to use the copywritten material prior to the performance. Operator has current copyright licensing through ASPAC. Talent shall indemnify and hold Operator harmless from any copyright claims for works performed by Talent where Operator was not so notified.

The below-signed Talent Representative warrants s/he has authority to enforceably sign this agreement for Talent in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Talent Representative: _____

Talent's Representative typed name and title: _____

Signature of Operator's Representative: _____

Operator's Representative typed name and title: _____

