

SAGINAW MUSIC FESTIVAL ENTERTAINMENT AGREEMENT

THIS ENTERTAINMENT AGREEMENT is made this _____ day of _____, 201__ by and between Saginaw Music Festival (hereinafter referred to as the "SMF") and the entertainer or entertainers, if more than one (hereinafter referred to as the "Artist"), by or Artist or through their designated agent or representative ("Manager") identified below.

WHEREAS, SMF conducts the annual event known as the Saginaw Music Festival.

WHEREAS, SMF desires to let the Artist, perform as an independent contractor(s), to provide the entertainment generally described below (the "Performance") at the 2018 Festival; and

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

NOW, THEREFORE, the parties agree as follows:

1. Entertainers: The bands name, that will appear in the performance is: _____

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

Email : _____

3. Place of Performance: The place of performance is at Saginaw Music Festival

Ojibway Island Saginaw, MI 48601

4. Date(s) and Time(s) of Performance: The date(s) of the Performance shall be June 29th or June 30th, 2018 and the time(s) of the Performance shall be set by SMF. This Performance shall have a duration of at least no more than 30 to 40 minutes as agreed to by the Artist(s) and SMF.

5. Performance: The entertainment to be provided by artist(s) is generally described as:
Live Music

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: Free

8. Recording, Reproduction or Transmission of Performance: SMF 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: SMF 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. 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 SMF 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 SMF. Artist(s) further acknowledge that they are not on SMF 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) can, during the 2018 SMF sell goods, products, or merchandise at the merchandising tent on the grounds of the Festival.

14. Promotion: SMF shall be entitled to advertise and promote the appearance of Artist(s) at the 2018 SMF and the Performance. Artist(s) acknowledge that SMF 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 2018 SMF. Artist(s) hereby acknowledge and agree that SMF 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 2018 SMF.

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

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

17. Stage: At its sole expense, SMF shall furnish the stage, and stage lighting, sound and power for the Performance, and SMF shall provide all stagehands required to assist the setup for and conduct of the Performance and take down after the Performance.

18. SMF shall also with is a 60 day period provide the artist(s) with both a audio and video of their performance. A working email address is required.

19. 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 SMF is relying thereon.

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

SMF

By: _____

ARTIST or MANAGER

By: _____

Title
