

LIVE PERFORMANCE AGREEMENT

Effective this _____ day of _____ 2022 Between the Town of Ashland City, Tennessee (“Engager”) and _____ (“Artist”).

DATE and START TIME of PERFORMANCE: October 1, 2022, _____ AM/PM

LOCATION: Ashland City, Tennessee, Music on Main

TYPE OF PERFORMANCE: Live musical performance

DURATION OF PERFORMANCE: 60 minutes

FINANCIAL CONSIDERATION: _____ dollars (\$ _____).

PAYABLE AS FOLLOWS: The Sum of _____ dollars within _____ days of the execution of this contract.

OTHER CONSIDERATION and CONDITIONS:

Engager will supply covered stage and sound equipment. Engager will promote the event through print and social media. Artist authorizes Engager to use _____ name and likeness in any and all promotional material.

TERMINATION: This Agreement can be terminated, upon written notice by either Party however if the Engager cancels this Agreement the Engager is responsible for payment of one half of the financial consideration if it is done on or before September 1, 2022. If it is cancelled after September 1, 2022, Engager is responsible for payment of the entire financial consideration. It shall not be considered cancellation if an act of God prevents the festival from occurring. If the Artist cancels this Agreement all financial consideration paid to the Artist as well as an extra _____ percent (____%) to cover any and all damages of the Engager shall be refunded to the Engager by the Artist within five (5) working days.

GRANT OF RIGHTS: The Artist and Engager agree that this Agreement is for the provision of live performance services on the date listed above only and thus does NOT grant any other rights or licenses whatsoever including, but not limited to, the right to record the performance by any means whatsoever nor any future use of the performance(s) in any manner. Should the Engager require any other rights or licenses, including the right to record the performance(s) a separate agreement specifically providing for those rights shall be negotiated between the Parties.

HOLD HARMLESS: Artist hereby agrees to indemnify and hold harmless the Town of Ashland City, Tennessee, its officers, employees, elected officials and agents from and against any and all liability claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses and compensation for all negligence whether active or passive arising out of or in any way connected or related to the Music on Main event to be held on October 1, 2022.

X _____

Town of Ashland City Authorized Representative, (“Engager”)

X _____

_____, (“Artist”)