

## DRAFT – Contract Template for Musical Performances

### Areas addressed:

- The artist, performer, etc. does not have any ability to direct City staff.
- If the artist, performer, etc. is not able to fulfill obligation, they do not get paid.
- The artist, performer, etc. must acknowledge a hold-harmless provision in the contract that holds the City harmless for anything the artist, performer, etc. does.

### Contract Key:

- **BOLDED & ALL CAPS** items in this contract template can be changed to match the specifics of what the contract is for.

## Performer Contract

City of Columbus, Wisconsin

This contract is for the services of **MUSICAL PERFORMANCE** for the **CHLPC SUMMER CONCERT SERIES** to be described below, is made between the City of Columbus, hereinafter referred to as "City," and the undersigned **PERFORMER**, hereinafter referred to as "Performer," for the services of **MUSICAL PERFORMANCE**.

1. EVENT DESCRIPTION:

**Date(s):**

**Time(s):**

**Event**

**Location:**

- a. City staff, committee members, or volunteers are responsible for providing and clearing the staging area prior to Performer arrival. This would typically be completed an hour before the event's start time. The Performer can request additional time in section 2. of this contract.
- b. A staging area of 12 feet wide to 8 feet deep and grounded electrical outlets will be provided for the Performer.
- c. Outdoor performances in Fireman's Park may be moved indoors to the park's Pavilion due to rain or inclement weather.

2. PERFORMER NAME:

**Name:**

**Additional Set Up Time Requested:**

- a. The Performer is responsible for their own staffing and cannot direct City staff in any capacity. Likewise, the City, its committees and/or volunteers will not have
- b. The Performer is responsible for their own equipment, sound, lighting, props, etc.
- c. The Performer will have up to 1 hour for set up, sound check, changing of attire, etc. prior to the event's start time. The Performer may request additional time via this contract.
- d. The Performer executes this agreement as an independent contractor, not as an employee of the City. Responsibility for appropriate payments, payroll taxes, and other charges under applicable federal and state law will be assumed by the Performer.

3. CITY CONTACT:

**Name and Title:**

**Phone:** 920-623-5900

**Email:**

4. COMPENSATION:

**Fee / Honorarium:**

**Transportation:**

**Other:**

**Total Compensation:**

***Optional Costs if Applicable:***

***Advance Deposit if required by Performer:***

- a. If the Performer is not able to fulfill the obligations as agreed to in this contract, the Performer will not be compensated unless by fault of the City or its venue. In the exception of documentable fault of the City or its venue, the Performer may receive payment.
- b. The Performer will not be responsible for any make-up time if the staging area is not properly cleared at least 1 hour prior to the event's start time for the Performer to set up. If at no fault by the City or its venue, the Performer is tardy, takes additional time to set up / requests additional time after agreeing to this contract, experiences technical difficulties, or has other issues delaying this performance, they may make up the time or receive pro-rated reduced payment.
- c. Optional Costs that may be incurred after this contract is agreed to shall be listed in this contract and full descriptions of the charges will be added to this contract as an addendum.
- d. The Advance Deposit that may be required and possibly forfeited after this contract is agreed to shall be listed in this contract and full description of the deposit will be added to this contract as an addendum.
- e. If the City requests an early set up of more than 1 hour prior to the event's start time, it acknowledges it may incur a separate charge if applicable.
- f. If the City cancels the event, it acknowledges it may not receive its deposit if applicable.
- g. If the event is cancelled within 90 days, it acknowledges that it may incur up to full liability if applicable.

5. INSURANCE:

**Insurance Carrier:**

**Coverage Amount:**

**Applicable  
Coverage:  
Agree to Hold  
Harmless:**

- a. The City requires the Performer to have some insurance coverage in the event attendees, staff, volunteers, etc. are injured due to the actions of the Performer during the event.
- b. If the Performer does not have insurance, then the Performer agrees to hold harmless the City for anything the Performer does during the event by signing after the Agree to Hold Harmless in section 5 of this contract.

**6. PAYMENT:**

**Make Payment**

**To:**

**Street Address:**

**City:**

**State:**

**ZIP:**

**Amount:**

**Deposit (If Applicable):**

**City Authorization**

**Date:**

**By:**

- a. All payments will be in the form of a check issued by the City of Columbus and will be payable to the Performer as indicated in section 6 of this contract.

**7. AGREEMENT:**

**Performer Signature:**

**Date:**

**City Contact**

**Date:**

**Signature:**

- a. If any provisions hereof are determined to be void by a court of competent jurisdiction, the remaining provisions hereof shall remain in effect.
- b. This agreement and any accompanying addendums are the entire agreement of the parties and may not be altered or amended unless agreed upon by all parties.
- c. We acknowledge and confirm that we have read and approve the terms and conditions set forth in this contract.
- d. Commencement of engagement as described in this contract is deemed to be an acceptance of all the terms and conditions by the City and the Performer.