

CITY OF FORT LAUDERDALE
LOCAL PERFORMANCE AGREEMENT

THIS IS AN AGREEMENT, entered into on this ____ day of _____,
20__, by and between:

CITY OF FORT LAUDERDALE, Municipal Corporation of
the State of Florida, hereinafter referred to as
"City,"

and

hereinafter referred to as "Artist"

NOW, THEREFORE, in consideration of the mutual promises and
covenants contained herein, and other good and valuable consideration, the
receipt and adequacy of which are acknowledged, the parties agree to the
following terms and conditions:

The City hereby engages the personal services of artists, such as
musicians, performers and entertainers on the engagement described below and the
Agreement is made between the Artist and the City. The Artist hereby agrees to
perform the engagement hereinafter provided, upon all of the terms and conditions
herein set forth, including any and all riders attached hereto and made a part
hereof.

1. NAME OF ARTIST: _____
2. NAME OF FESTIVAL OR EVENT: _____
3. PLACE OF ENGAGEMENT: _____
Exact Address _____
4. DATE(S) OF ENGAGEMENT: _____
5. HOURS OF ENGAGEMENT: _____
6. LOAD IN TIME & LINE CHECK: _____
7. City shall pay \$ _____ for each performance or engagement, the total
amount due to Artist being \$_____.

**** Invoice will be signed by the Artist on the day of the performance and
submitted for payment after the event.**

- 7a. The Artist's performance includes the following other musicians, entertainers
and performers and may not be altered without prior City approval.

NAME	INSTRUMENT/POSITION/ROLE
_____	/ _____
_____	/ _____
_____	/ _____
_____	/ _____
_____	/ _____

8. This Agreement contemplates that the Artist is to perform a full set as
provided for in Paragraph 5. The Artist shall arrive on site at least sixty
(60) minutes before each performance time. Failure to report to the festival
or event site in accordance with this provision shall be grounds for City to
terminate this Agreement without compensation to Artist. The performing
artist shall appear and perform on stage for at least ninety (90%) percent of
the scheduled time. Failure to abide by this provision shall result in a
downward adjustment to the amount paid by the City.
9. Merchandising deals: The City will provide an area where the Artist can sell
Artist's merchandise (CD's, T-shirts and books for example) to the public and
sign autographs near the main stage. Any and all monies derived from the
sale of the Artist merchandise shall belong to the Artist.
10. Artist shall furnish all personal band equipment, instruments, props and
other equipment, supplies and incidentals necessary for the performance.

11. Transportation to the City of Fort Lauderdale and the festival or event site must be furnished and arranged by Artist. Artist's transportation costs and expenses to the City of Fort Lauderdale and the festival or event site are included in the price paid to Artist as provided in Paragraph 7 of this Agreement.
12. For performance of Artist, City will provide a professional covered stage, risers, and a large quality concert sound system sufficient for the size of the event including a sound technician and lights (when applicable for all performances) when initialed by both parties ____/____.

**City will provide Backline equipment (five-piece drum kit w/all hardware, one (1) bass amp, two (2) bass cabinets and digital piano w/stand) when initialed by both parties ____/____.
13. Artist hereby agrees to indemnify and hold harmless the City, its officials, employees and agents from any and all liability for any personal injury, loss or damage to equipment, and loss or damage to any property arising out of or in any way connected with this Agreement or out of any act or omission of Artist, its employees or agents, except to the extent such loss, damage or injury was caused by negligence of the City, its officials, employees and agents. This indemnification shall not be limited by any insurance required under this Agreement. This indemnification shall survive the expiration or revocation of this Agreement.
14. City may deduct up to five (5%) percent of the payment to Artist if Artist shall fail to report for performance at the specified time or fail to vacate the stage within fifteen (15) minutes after end of performance (when additional performances are scheduled after Artist), where such failure is through no fault of City.
15. City has the right to exercise its discretion and cancel Artist's performance by providing six (6) hours notice to Artist, due to the threat of severe inclement weather (i.e. thunderstorms, hurricanes, tornadoes, flooding, etc.) Acts of God, riots, strikes, epidemics and similar circumstances. Artist shall not be entitled to final Payment, as defined in Paragraph 7, in the event City cancels in accordance herewith, and City shall not be liable for any lost profits or damages claimed by Artist.
16. City has the authority to adjust the Artist's performance as deemed necessary or to conclude the performance early, in consultation with the Artist. If in the reasonable discretion of the City, Artist is not performing in a professional manner, the performance may be canceled early and this Agreement terminated upon verbal notice to Artist and up to fifty (50%) percent of the remaining financial obligation to the Artist may be deducted at the City's discretion. Further, City may terminate this Agreement if Artist is not prepared to perform in accordance with this Agreement, in which case Artist is not entitled to any compensation.
17. W-9 forms and band information sheets must be submitted with this Agreement. S.S.# or E.I.N. # must be on your invoices and W-9 to insure proper payment. This Agreement must be returned to the Parks and Recreation Department of City within ten (10) days of receipt and prior to the performance date. Mail all forms and Agreement to:

City of Fort Lauderdale
Parks and Recreation Dept.
Attn:
1350 W. Broward Boulevard
Fort Lauderdale, FL 33312
18. The individual signing this Agreement on behalf of Artist individually warrants that he or she has the full legal authority to execute on behalf of Artist, and to bind the Artist to the terms and conditions of this Agreement.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

By

City Manager

[Witness type/print name]

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

ARTIST /ORGANIZATION SIGNATURES:

WITNESS: _____

ARTIST: _____

(Print name)

Artist Signature: _____

(Address, City, State, Zip)

(Print Name)

WITNESS: _____

AGENCY NAME: _____

(Print name)

(Address, City, State, Zip)

(Address, City, State, Zip)

DATE: _____