



**To Be Completed by
Office Staff**

Received by:

Date Received:

PERFORMER AGREEMENT

This agreement is made and entered into by and between the City of Aiken Parks, Recreation and Tourism Department, PO Box 1177, Aiken, South Carolina 29802 and Said Performer:

Name of Performer/s

Mailing Address

Email Address

Cell Phone Number

Genre of Music

Instruments Used

The City of Aiken Parks, Recreation and Tourism Department seeks to promote a positive lifestyle, which includes active and passive recreational leisure activities for Aiken residents and guests. In consideration of the premises and mutual promises set forth herein below, intending to be legally bound, the partner agrees as follows:

THE CITY OF AIKEN AND ITS EMPLOYEES AND AGENTS DO NOT HAVE, AND SHALL NOT HAVE ANY LIABILITY FOR ANY LOSSES, INJURIES, OR DAMAGES THAT MAY OCCUR FROM MY PERFORMANCE AND PRESENCE ON THESE PREMISES. THE CITY OF AIKEN, ITS SUCCESSORS, EMPLOYEES, AND AGENTS SHALL NOT HAVE ANY LIABILITY FOR ANY DAMAGES FOR ANY INJURIES, LOSSES, OR OTHER OCCURRENCES THAT MAY TAKE PLACE DURING MY PERFORMANCE AND PRESENCE ON THESE PREMISES. I THEREFORE HOLD THE CITY OF AIKEN, ITS EMPLOYEES, AGENTS AND SUCCESSORS, HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM MY PERFORMANCE AND PRESENCE ON THESE PREMISES. I FURTHER AGREE TO IDEMNIFY THE CITY OF AIKEN, ITS AGENTS, EMPLOYEES, AND SUCCESSORS FOR ANY AND ALL ACTIONS, LOSSES, OR DAMAGES, INCLUDING ATTORNEY FEES AND COSTS THAT MAY RESULT FROM MY PERFORMANCE AND PRESENCE UPON THESE PREMISES.

1. Event:

Aiken Art Walk performance on **Tuesday, April 9, 2024** from **5:00 – 8:00 pm** downtown Aiken.

2. City of Aiken Parks, Recreation and Tourism Department Responsibilities:

- A. Provide a designated location for the performance.
- B. Provide a single plug extension cord w/ power if needed.
- C. Provide marketing for the event and performance.
- E. Allow performers to sell their CDs if applicable.
- F. Pay performer after the event once all paperwork and performance has completed. (See below for inclement weather modifications #6 - Terms)

3. Performer Responsibilities:

- A. Arrive no later than 4:30 pm on April 9th for a sound check and set up.
- B. Provide a family friendly musical performance minimum of 3 separate 45 minute sets.
- C. Hiring and payment of any assistants or extra help as needed.
- D. Loading, transportation, and unloading of their equipment.
- E. Paying all licensing, copyright, or other fees payable as a result of this performance. Performer also agrees to indemnify the City of Aiken for any fees which may be determined payable as a result of this performance, including any attorney fees or costs which may be determined to be payable by any entity of competent jurisdiction.
- F. Performer assumes all risks associated with COVID-19. Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability and death. Participating in City of Aiken PRT programs or accessing PRT facilities could increase the risk of contracting COVID-19. City of Aiken PRT in no way warrants that COVID-19 infection will not occur through participation in PRT programs or accessing PRT facilities.
- G. No performer may solicit payment from any individual before, during or after a performance. However, a performer may invite a group as a whole to show appreciation by placing money in a designated receptacle of any reasonable size that it does not block pedestrian traffic at the performance site.
- H. Help promote the event through word of mouth, social media, or any websites you are affiliated with. The event flyer can be emailed to you or shared off of the City of Aiken Parks, Recreation and Tourism FB page or Visit Aiken SC FB page.
- I. Provide the City of Aiken with a photo and exclusive rights to use said photo for promotional purposes.

4. Photo, Audio and Video:

Performers grant the City of Aiken Parks, Recreation and Tourism Department perpetually, exclusively, and for all media throughout the world, (including print, on theatrical, home video, CDs, internet and any of her electronic medium presently in existence or invented in the future), the right to use and incorporate (alone or together with other materials), in whole or in part, photographs, audio and/or video taken of the performer(s) or the purpose of concert promotion and the promotion of the City of Aiken Parks, Recreation and Tourism Department and the City of Aiken. Performers must complete the attached release forms and submit it along with the application.

5. Restrictions:

Performers shall not be under the influence of alcohol and/or other drugs immediately preceding, during or after the scheduled performance. This is a family friendly event and all content and behavior should reflect this.

6. Terms:

- A. In the event of cancellation due to inclement weather or other unavoidable circumstances, the performance will not be rescheduled. If the event is cancelled by 4:00 p.m., performers will not receive payment. If at least (1) forty-five-minute set is completed, the amount of payment will be reduced by \$50.00.
- B. **This contract is in effect for this performance only and does not guarantee performance dates for future events. You will receive \$200.00 in payment for performing at the Art Walk.**

C. ALL performers are required to fill out a W9 Form (see attached) for the City of Aiken. The form must be filled out by the same person that the check is to be made out to, not the band name. If the performer is not paid more than \$600 for the entire 2024 calendar year, the W9 will NOT be filed with IRS. This form must be submitted with this signed contract by March 16, 2024.

7. Entire Agreement:

This agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior arrangements, agreements, communications, or representatives, whether oral or written. This agreement may not be amended, altered, modified, or changed except in writing and signed by the parties hereto.

In witness, whereof, the parties hereto have caused this agreement to be executed.

By: _____ Date: _____
Performer or Representative

By: _____ Date: _____
City of Aiken Staff

ALL PERFORMER AGREEMENTS MUST BE SUBMITTED BY MARCH 16TH, 2024.

In-person: City of Aiken Municipal Building, Mon. – Fri., 8:10 am – 5:00 pm (111 Chesterfield Street S), City of Aiken Visitors Center and Train Museum, Wed. – Sat., 10:00 am – 3:00 pm (406 Park Ave SE), Odell Weeks Activity Center, Mon. – Fri., 9:00 am – 9:00 pm, Sat., 9 am – 5 pm (1700 Whiskey Road), Lessie B. Price Aiken Senior & Youth Center, Mon. – Fri., 9:00 am – 6:00 pm (841 Edgefield Ave. NW)

Post-mail: (ATTN: Aiken Art Walk, City of Aiken Tourism – PO Box 1177, Aiken, SC 29802)