



**2019 BEACHFEST FESTIVAL
ENTERTAINMENT AGREEMENT**

THIS ENTERTAINMENT AGREEMENT is made this ___th day of _____, 2019 by and between the Village of Round Lake Beach (hereinafter referred to as the "Village") and the entertainer or entertainers, if more than one, listed on Addendum A attached hereto and included herein (hereinafter referred to as the "Performer"), by and through their designated agent or representative ("Manager") identified below.

WHEREAS, the Village conducts the annual event known as Beachfest (hereinafter referred to as the "2019 Festival");

WHEREAS, the Village desires to hire Performer, as an independent contractor, to provide the entertainment generally described below (the "Performance") at the 2019 Festival; and

WHEREAS, Performer desires to provide such Performance at the 2019 Festival;

NOW, THEREFORE, the parties agree as follows:

1. Performers: The names and addresses of each person who is part of the Performer and/or who will appear during the Performance, the amounts to be paid to each, and the Performer's social security numbers or Federal Employer Identification Number (FEIN) and union numbers, if any, are as set forth on Addendum A.

2. Manager: The name and mailing address of the Manager, who shall be the primary contact for the Performer and who is executing this Agreement on behalf of Performer, is:

3. Place of Performance: The place of performance is at:

Round Lake Beach Cultural Arts and Civic Center
2007 Civic Center Way
Round Lake Beach, Illinois 60073

4. Date(s) and Time(s) of Performance: The date(s) of the Performance shall be _____, 2019 and the time(s) of the Performance shall be _____. This Performance shall have a duration of at least _____ hours.

5. Performance: The entertainment to be provided by Performer is generally described as:

6. Agreement to Perform: Performer agrees to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.

7. Price of Performance: Village agrees to pay Performer or his agent an aggregate of _____ DOLLARS (\$xxxxx.xx) (the "Fee") for the Performance by check immediately following the Performance, which check shall be made payable to the Manager. The Performer agrees that the Fee is inclusive of all expenses including accommodations, travel expenses to and from the 2019 Festival, and covers any costs incurred whatsoever by any of the members individually or collectively as a group, except as expressly provided for in this Agreement.

8. Recording, Reproduction or Transmission of Performance: Village will use its best efforts to prevent the recording, reproduction or transmission of the Performance without the written permission of Performer.

9. Excuse of Obligations: Village and Performer shall be excused from their obligations hereunder in the event of proven accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

10. Taxes: Performer shall provide the Village with IRS form W-9 and the Village shall provide Performer with IRS form 1099. Performer agrees that it has sole responsibility for the payment of any federal or state taxes arising from the monies paid by Village to Performer for the Performance.

11. Indemnify for Copyright Infringement: Performer represents and warrants that it is knowledgeable about the copyright laws of the United States as applicable to the Performance, and that Performer shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws. Performer shall provide Village with copies of its BMI, ASCAP or other license for the material it performs. In the event that Performer breaches this representation, warranty and covenant, Performer hereby agrees to INDEMNIFY AND HOLD HARMLESS Village and its elected officials, 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: Performer acknowledges that it shall perform its obligations hereunder as an independent contractor and not as an employee of Village. Performer further acknowledges that it is not on Village's payroll and social security or tax withholding rolls. Performer shall have sole control and direction in the conduct of the Performance. However, the 2019 Festival is a family event and Performer's Performance shall be suitable for this type of audience and shall not include obscene or profane material.

13. Merchandising: Performer shall not, during the 2019 Festival, sell any goods, products, merchandise or services (other than the services provided herein) on the grounds of the 2019 Festival except by express written permission of Village.

14. Promotion: Village shall be entitled to advertise and promote the appearance of Performer at the 2019 Festival and the Performance. Performer acknowledges that Village 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 2019 Festival. Performer hereby acknowledges and agrees that Village may use its name, photograph, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance and to promote the 2019 Festival.

15. Parking: Village shall provide parking space for vehicles in a location of close proximity to and with direct access to the area where the Performance will take place on the date(s) of the Performance.

16. Security: Village shall provide security for the backstage and stage areas before, during and after the Performance.

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

Performance and takedown after the Performance. Attached to this Agreement are the specifications for sound, lighting and power for the Performance.

18. Pyrotechnics: No pyrotechnic devices will be allowed during the Performance. Violation of this provision will result in immediate cancellation of the Performance and this Agreement.

19. Dressing Rooms: Village shall provide Performer with one private dressing room, which will be clean, dry, well lit and air conditioned.

20. Authority to Execute: The Manager who is executing this Agreement on behalf of Performer hereby warrants and represents that he has the full power and authority to bind Performer on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that Village is relying thereon.

21. Governing Law: This Agreement will be governed by, and construed in accordance with, the laws of the State of Illinois. Jurisdiction for any dispute relative to this Agreement shall be in the Nineteenth Judicial Circuit, Lake County, Illinois.

22. Time is of the essence in this Agreement.

23. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

24. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Performer violates this section, the Village may immediately cancel the Performance and this Agreement.

25. The Performer will not be in possession or consume any illegal drugs or alcoholic beverages at the 2019 Festival.

26. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement.

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

VILLAGE OF ROUND LAKE BEACH

By: _____
Village Administrator

MANAGER FOR PERFORMER

By: _____
Title _____
Printed Name _____
Name of Performer(s) _____

ADDENDUM A