

PERFORMANCE CONTRACT

This CONTRACT is made this ___ day of _____, 20____, between the TOWN OF NEW LEBANON (the “Town”), having an address at 14755 Route 22, New Lebanon, New York, 12125, and the Performer(s) set forth below. In preparation of this Contract, add additional sheets as necessary. This Form, the attached Standard Terms and Conditions, and any additional sheets or riders annexed hereto, shall constitute the “Contract.”

A. Name and Description of Engagement:

B. Name of Performer(s):

C. Name, Title, and Contact Information for Performer(s) Contact:

D. Location of Engagement:

E. Date of Engagement:

F. Start and Finish Time:

G. Set Up Time:

H. Financial Terms, if any:

I. Payment Terms, if any:

STANDARD TERMS AND CONDITIONS

1. Performer(s) agree to provide the services and perform the work described in the above description of engagement in accordance with the terms of this Contract. Performer(s) shall provide such services and perform such work as independent contractor(s) and not as employee(s) of the Town. Performer(s) shall secure no rights as an employee of the Town under this Contract. Upon execution of this Contract, Performer(s) shall provide a current Workers' Compensation Approved Waiver or proof of Workers' Compensation coverage.

2. Performer(s) shall provide all equipment, instruments, lighting, sound equipment, set materials, and similar items necessary to perform the engagement. Performer(s) shall be solely responsible for all such items. Performer(s) have and shall maintain total care, custody and control of all such items. The Town shall incur no liability to Performer(s) for any damage, theft, or other injury caused to any such items or to any property of Performer(s). To the extent Performer(s) use any real or personal property of the Town in connection with the engagement, Performer(s) shall return the real or personal property to the Town following the engagement in the same condition as it was provided to Performer(s).

3. Performer(s) agree to begin the performance(s) on-time.

4. All payments to be made hereunder, if any, shall not be made until duly authorized by the Town Board in accordance with the Town Board's policy, practices, and procedures for payment of vouchers. Performer(s) agree to comply with the Town Board's policy, practices, and procedures with respect to submission of vouchers seeking payment. Payment, if any, shall be made after proper authorization therefor upon approval of the voucher by the Town Board.

5. The use of the venue by Performer(s) during the engagement shall be reasonably related to completing the engagement. The venue shall not be used by Performer(s) or any guests of Performer(s) for any unlawful or immoral purpose or in any manner likely to injure persons or property in, on or near the venue. No alterations, additions, or changes shall be made to the venue without the express written consent of the Town. Pyrotechnics or pyrotechnic devices of any kind are strictly prohibited.

6. The persons signing this Contract have been duly authorized by the parties on whose behalf they are signing, and this Contract shall be binding upon the Town and the Performer(s). The person signing this Contract on behalf of Performer(s) shall produce evidence satisfactory to the Town Supervisor of such person's authority to sign on behalf of the Performer(s).

7. Performer(s) shall defend, indemnify, and hold harmless the Town and its officers and employees from any and all

claims made or legal actions brought against the Town or any of its officers or employees by any person or entity as a result of injury, damage, expense, or loss actually or allegedly incurred arising out of or relating to the Performer(s)' performance (or their failure to perform) pursuant to this Contract.

8. Neither party may assign, subcontract, transfer or delegate, in whole or in part, its rights or obligations under this Contract except with the prior written approval of the other. Any changes to this Contract shall be in writing, signed by or on behalf of all parties signing this Contract.

9. Performer(s) acknowledge and agree that the Town may, but shall not be obligated to, promote the engagement both before and after the event occurs, in its sole and absolute discretion. Performer(s) agree to provide such photographs, artwork, and written materials relating to the Performer(s) and the engagement, along with any necessary written consents or permissions for the Town to use such materials, as may be requested by the Town. Performer(s) hereby consent to the taking, use, and distribution of photographs and video of the engagement by the Town, its employees, officials, agents, and contractors for the purpose of promoting future performances sponsored by the Town.

10. The engagement may be cancelled by the Performer(s) due to sickness, strikes, adverse weather conditions, acts of God, and other legitimate conditions beyond such Performer(s)' control. Upon cancellation of part or all of such engagement by the Performer(s), the Town shall not be responsible to pay Performer(s) any amount associated with such cancellation.

11. The Town may cancel the engagement or any part thereof up to the time of, and during, the Performance. If the cancellation by the Town occurs before the agreed-upon Set Up Time, no payment shall be required to be made to the Performer(s) and the Town need not provide any reason for such cancellation. If the cancellation by the Town occurs after the agreed-upon Set Up Time, the Town shall not be responsible for any payment to Performer(s) if the cancellation is due to any of the following, which shall be determined in the sole and absolute discretion of the Town: adverse weather conditions; acts of God; events or occurrences that may be detrimental to or pose a risk to public health, safety or welfare; failure or refusal of the Performer(s) to perform as agreed; or performance by Performer(s) in a manner that is, or uses materials, words, or displays that are, offensive, vulgar, obnoxious, or otherwise not appropriate for a family-friendly performance.

ADDITIONAL INFORMATION

For any additional information and/or modifications, identify the lettered/numbered paragraph in the Contract or, if none, indicate "N/A" in space provided for "Paragraph". Any terms set forth herein shall supersede any inconsistent terms contained elsewhere. Attach as many sheets as necessary.

Paragraph

Additional Information or Modified Terms

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives on the day and year written above.

TOWN OF NEW LEBANON

PERFORMER(S):

By: _____
Colleen Teal, Supervisor
14755 Route 22
New Lebanon, New York 12125
(518) 794-8889
supervisor@townofnewlebanon.com

By: _____
Name:

Title/Capacity:

Street Address:

Phone:

Email: