

2019 Colorado Dragon Boat Festival Performer Agreement

In consideration of the terms and conditions under this Agreement, the parties agree as follows:

1. **PERFORMANCE.** Performer agrees to present the performance described above. Performer agrees to perform under all conditions, unless otherwise notified by an authorized representative of Dragon 5280 d/b/a Colorado Dragon Boat Festival ("CDBF"). The festival will make every effort to notify the Performer of weather related cancellations in advance of the scheduled performance time. In the event the Performer is prevented from performing, and is notified by CDBF, due to weather, fire, flood, or any other acts of nature, labor disputes, civil unrest or order of civil authority, this Agreement shall terminate.

Performer shall submit to CDBF Technical Specifications prior to the performance date.

2. **LOCATION, DATE, AND TIME.** The location and date for the performance is:

Colorado Dragon Boat Festival

Sloan's Lake Park, Denver, Colorado

Saturday, July 27, 2019 and/or Sunday, July 28, 2019.

The performance time shall be at the time scheduled by CDBF.

The performance date and time is subject to change. CDBF shall notify, in advance, Performer of any such change.

Performer shall arrive at least 30 minutes prior to the performance time.

3. **HONORARIUM.** A honorarium set forth by CDBF shall be paid by check to Performer within thirty (30) days from the conclusion of the festival. There will be a \$30 charge to replace a lost or stolen check. If a check needs to be re-issued, the \$30 fee will be deducted from the re-issued payment. Violation of any and all terms set forth under this Agreement will be grounds for nonpayment.

4. **EXPENSES AND PERFORMER EQUIPMENT AND PERSONAL PROPERTY.**

Performer shall provide and pay for Performer's own equipment and supplies and be responsible for all such property. CDBF shall not be responsible for any of Performer's cost, fee, or expense that Performer may incur in connection with the performance contemplated under this Agreement. In addition, CDBF shall not be responsible for any

loss, theft, or damage to any property, tangible or intangible, that may belong to Performer.

5. SALES AND PROMOTIONAL MATERIALS. Subject to the provisions of this Agreement, no sales of products, goods or services are allowed on the CDBF site grounds without the prior written consent of CDBF. Performer may distribute promotional material, subject to CDBF's approval. In the event Performer desires to sell any product, merchandise, material or any other items where money is collected by Performer ("Products") from a Festival attendee, during their scheduled performance time, the following requirements must be met:

i) Performer shall provide a list of such products to the Performing Arts Coordinator prior to the Festival,

ii) Approval for the sale and distribution of such Products shall be determined by the Performing Arts Coordinator prior to the start of the Festival, and

iii) Performer's Colorado Sales Tax License Number shall be given to the Performing Arts Coordinator prior to the start of the Festival. Performer shall also keep its Colorado Sales Tax License on site and readily available during its time at the Festival. Performer must comply with all State of Colorado and City of Denver rules and regulations regarding proper licensing for sales tax.

6. MEDIA/PHOTOGRAPHIC RELEASE. CDBF may record (including photographs, videos, audio, etc.) the Performer's performance for archival purposes, promotions, grant applications, internal reports, or any other use CDBF deems appropriate. Performer hereby grants and conveys to CDBF all rights, title, and interest in any and all photographic images, videos, and/or audio recordings made by CDBF of Performer, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. RELATIONSHIP OF PARTIES. Performer is an independent contractor and is responsible for reporting and paying all applicable federal, state, and local taxes as well as maintaining appropriate insurance policies including Unemployment, Workers Compensation, and Liability. Performer is acting on its own behalf and no agency, partnership, or joint venture relationship is created with CDBF. Performer, its owners, employees, or other agents shall not represent themselves as representatives of CDBF. Performer shall not enter into any contract or other agreement which would cause

CDBF to be liable in any way with any other party including, but not limited to, manufacturers, Performers, or any third party.

8. DAMAGES. Performer shall be responsible for any damages to the grounds or other City, public and private property. Performer is responsible for leaving the designated space as found. Failure to do so will result in, at the sole discretion of CDBF, loss of honorarium and/or charges to repair or correct the damage. Performer is responsible for returning the designated space to its original physical condition.

9. NON-DISCRIMINATION. CDBF will not tolerate any form of discrimination based on age, ancestry, creed, color, citizenship, national origin, physical or mental disability, race, religion, sexual orientation, gender identity/expression, HIV/AIDS status, marital status, military status, veteran status, or any other protected classification in accordance with state, federal and municipal laws. Any act to the contrary by Performer, its officers, directors, employees, agents, or affiliates, shall be considered as a breach under this Agreement.

10. CONDUCT. Performer, its employees, agents and affiliates agree to interact with guests, staff, volunteers and all persons associated with the festival in a respectful manner at all times; Performer shall not use alcohol or other controlled substances while participating in any capacity with the festival, and remain free from the influence of such substances while participating in any capacity with the festival; to be suitably and appropriately attired at all times, and to maintain acceptable personal hygiene; not to engage in any behavior that is determined to threaten the safety of anyone participating in the festival in any capacity, nor to engage in any behavior that is disruptive or interferes with the right of anyone associated with the festival to conduct appropriate business or freely enjoy the festival.

11. INDEMNIFICATION. Performer agrees to indemnify and hold harmless CDBF, its officers, directors, employees, agents, affiliates, and all associated sponsors, contributors, local merchants or any other person or entities participating in the planning and/organizing of the CDBF from any and all **liability, damages, claims, demands, actions, costs, expenses or judgments** made or brought against them by any person or entity which may result or arise from or in connection with Performer's performance, actions and attendance at the festival.

12. DISPUTE RESOLUTION. The parties agree that any dispute arising out of or in any way related to this agreement that cannot be resolved by negotiation of the parties shall first be submitted to mediation for resolution. The parties shall mutually agree on a

mediator to hold a mediation to try to resolve their disputes. Any dispute unresolved by mediation shall be subject to resolution by final and binding arbitration by one arbitrator in accordance with the commercial arbitration rules and practices of the American Arbitration Association as shall be from time to time in force and shall be subject to the provisions of the Uniform Arbitration Act as adopted and codified at C.R.S. 13-22-201 et seq. The venue for any such mediation or arbitration shall be Denver, Colorado. In the event of any arbitration, the arbitrator shall award the prevailing party its costs and reasonable attorneys fees incurred.

13. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Colorado.

14. AMENDMENT. No prior or present Agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. This Agreement may be amended, modified or revoked by the written consent of the parties.

15. HEADINGS. The headings of sections and paragraphs are included solely for convenience of reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.

16. SEVERABILITY. Performer agrees that in the event that any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions.

Performer Group Name

Performer Printed Name

Performer Signature

Date

If performer is under 18 years of age on July 27, 2019, please include Parent/Guardian signature for consent:

Parent/Guardian Printed Name

Parent/Guardian Signature

Date