

**Fox Cities Book Festival
2018 Author/Artist Contract**

THIS CONTRACT for the personal services of performers on the engagement described below is made this date, _____, between the undersigned purchaser of author and/or artist services (herein called "Purchaser") and the undersigned author and/or performer (herein called "Author/Artist") even though there may be more than one person.

Event Date: _____

Event Time: _____

Event Venue: _____

Event Date: _____

Event Time: _____

Event Venue: _____

Event Date: _____

Event Time: _____

Event Venue: _____

Event Date: _____

Event Time: _____

Event Venue: _____

PAYMENT:

Payment will be in the form of a check made payable to: _____

Total amount payable is: _____

Note: *Payments will be made in full and will be issued to only one entity after the event. No advanced payments or deposits will be made. Amount payable is inclusive of services, lodging, meals, transportation, air travel and any other incidentals.*

CONTACT INFORMATION:

Stage Name (if different than legal): _____

Legal Name: _____

Address: _____

Phone: _____

Email: _____

TAX INFORMATION: *(Skip this section if your payment is under \$599)*

Please enter your Tax Identification Number for tax reporting purposes for payments over \$600.00.

- ✓ Individual TIN#: _____
- ✓ Sole Proprietorship TIN#: _____
- ✓ Partnership: TIN# _____
- ✓ Corporation: TIN# _____

ADDITIONAL CONDITIONS:

1. It is expressly agreed that the Author/Artist executes this Contract as an independent contractor and is not an employee of the Purchaser. As such, the parties will each be responsible for their own acts of negligence as determined by law. Further, Author/Artist shall be responsible for all federal and state income tax withholding, social security taxes and similar taxes.
2. Details and manner of performance are under the control of the Author/Artist, or, in instances where a group is involved the leader of the Author/Artist. However, Purchase has the right to direct Author/Artist to discontinue any activity constitution violation of any federal, state, or local laws.
3. In the event a court of competent jurisdiction determines that any provision of this Contract is unenforceable, the remainder of this Contract shall remain in full legal force and effect.
4. Anticipated starting times specified in this Contract are subject to minor modification because of unanticipated occurrences, are of the essence and hence, Author/Artist is required to be at place of performance a sufficient period of time prior to scheduled time of commencement so as to permit timely productions.

CANCELLATIONS:

5. In the event this Contract is cancelled by either party 30 days or more before the date of the performance, the liability of the canceling party to the other shall be limited to Author/Artists non-refundable travel expenses (if any, and if cancellation is by Purchaser) or to the advertising, promotional, and ticketing expenses already incurred by Purchaser (if any, and if cancelled by Author/Artist) such liability shall not exceed total amount payable.
 - a. Except, if either party cancels the Contract within 29 days of the performance date, the liability of the canceling party shall be one half of the Total Amount Payable, in addition to the amounts set forth in section five, it being agreed that in this regard actual damages to the aggrieved party on account of cancellation shall be difficult, if not impossible, to calculate, and that this amount represents a reasonable amount of liquidated damages and not a penalty such actual damages shall not exceed Total Amount Payable.
6. This Contract may be cancelled at any time by mutual written agreement of the parties.
7. Purchaser shall have the right to cancel this Contract without liability of any kind in the event Author/Artist, prior to the performance, is charged with or commits a crime or act of moral turpitude such that Purchaser, in its sole discretion, would be exposed to public embarrassment or ridicule for hosting Author/Artists performance.
8. Purchaser shall have the sole authority to change the performance venue to another location within the Fox Cities Area of Wisconsin, in the event the agreed upon venue is deemed unusable by the Purchaser, in its sole discretion.
9. In the event the Author/Artist is not ready to perform at the starting time specified in this contract, or if (a) any performing personnel are not present, or (b) if the Author/Artist arrives at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, then Author/Artist shall be deemed to have committed a material breach of this contract and the Purchaser shall have the absolute right in its sole discretion to cancel the performance or terminate the performance in profess, and to refuse payment accordingly.

10. If, due to illness, accident, or other causes legally known as Acts of God, Author/Artist or Purchaser is forced to cancel a Contract, neither party, nor any representative shall be liable for any payment.

BREACH OF CONTRACT:

11. This contract and any proceeding conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.
12. This contract, and the terms and conditions contained herein, may be enforced by the Purchaser and by each performer who is a party to this contract or who has, in fact, performed the engagement contracted for (herein called "participating Author/Artist"), and by the agent or agent(s) of each participating Author/Artist.
13. Disputes regarding the terms of the Contract or claims arising out of its execution or performance may be resolved in any Wisconsin court with competent jurisdiction.
14. In the event of any litigation arising out of a breach of this Contract, the breaching party shall be required to pay all of the non-breaching party's cost and reasonable attorney fees.

INSURANCE:

15. Author/Artist shall indemnify and hold harmless Purchaser for any liability or damages arising out of Author/Artist's negligence or other acts or omissions that are related in any way to this Contract.
16. Damage to the venue, equipment or properties of the Purchaser caused by Author/Artist or Author/Artist's staff, either intentionally or through negligence, will be paid for by Author/Artist and/or may be deducted from the fee, at the Purchaser's option.
17. The Purchaser assumes no responsibility for equipment, costumes, etc., utilized by Author/Artist, except in such instances where Purchaser agrees, in writing, to accept custody of same, and then only to the extent that loss or injury is occasioned by Purchaser's negligence or intentional acts.

WITHHOLDING REQUIREMENTS:

18. Non-U.S. Resident Aliens: The appropriate tax will be withheld based on IRS Section 1441 and existing tax treaties. Withhold is required at 30% (less pro-rated personal exemption amount) on payments to Non-U.S. Resident Aliens for services unless Author/Artist certifies to Purchaser that one or more of the following applies: Income is non-U.S. source; payment is effectively connected with a U.S. trade or business and individual has filed Form 4224; or, Income is partially or totally exempt or subject to a reduced withholding rate due to a tax treat or pro-rated personal exemption amount and individual has filed Form 8233 to claim the exemption or reduced rates.
19. **U.S. Residents:** For Authors/Artists receiving \$600 or more in Total Amount Payable, the Author/Artist shall submit Form W-9. Withholding is required at the rate of 20% on payments for services if tax identification number is not provided by Authors/Artists receiving payments of \$600 or more.
20. Non-Wisconsin Resident Entertainers: Non-resident entertainers and public speakers are required to file a bond or place a security deposit with the Wisconsin Department of Revenue at least six days prior to the date of the performance to assure payment of state income taxes if income earned from performances in Wisconsin will exceed \$7000. If bond as security deposit is not made, Purchaser is required to withhold 6% of the Total Amount Payable. Author/Artist hereby agrees to file a bond, if required, and to hold Purchaser harmless from any damages for Author/Artists failure to do so.
21. The Author/Artist is solely responsible for payment of royalty fees or dramatic rights and dramatical musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Author/Artist shall indemnify the Purchaser against any liability or damages, including attorney fees, which may arise as a result of violation by Author/Artist of copyright laws.
22. This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract. The Contract may only be amended by a written documents executed by all parties.

23. The Contract shall be void if not signed by both parties within ten (10) days if the date first written.
24. The parties have agreed to and executed this documents as of the dates indicated below.

CONTRACT ACCEPTANCE:



Accepted by:

Fox Cities Book Festival
Vice-President

A handwritten signature in black ink, which appears to read "Ashley Thom-Manning".

Accepted by:

Author/Artist: _____

Signature: _____

Date: _____

MARKETING REQUIREMENTS FOR PARTICIPATION:

Please note that the deadline for submission of these items is June 1st, 2018. Information submitted late may not be listed in official publicity. Please send these items and contract directly to your Fox Cities Book Festival contact. Please withhold personal/commercial event promotion until June 21st.

- Photograph for website (jpeg's no smaller than 200 x 200 pixels and at least 72ppi or 300dpi)
- Short biography (50 words or less)
- Long biography (200 words or less)
- Presentation Title(s) (60 characters or less please)
- Presentation Excerpt(s)* (30 words or less) *Excerpts are short teasers describing your presentation.
- Presentation Description(s) (200 words or less)
- Book jacket image
- Presenter Website & Social Media Sites (Twitter, Facebook & Instagram)

Please answer the following questions:

- What equipment requests do you have for your presentation(s)? _____

- Do we have permission to photograph and record you? _____
- Are you interested in having an official book seller available at your presentation to sell books for you or will you be bringing your own books to sell?* _____

**Please note that our book sellers are not able to sell books for every author participating and cannot sell for self-published authors. Your contact will be in touch with you if you express interest in this service.*