

Town of Groton
Entertainment Performance Contract

December 16, 2011

Artist Representative (hereinafter "Artist"): **Authorized Agent** (hereinafter "Agent"):
Jerry Lokken, Manager of Recreation
Services
27 Spicer Avenue
Noank, CT 06340

Date and Location of Performance:

Time of Performance: 6:00 - 8:00 p.m. sharp, One (1) 20-minute break is allowed

Compensation:

Terms of Payment: Payment will be made by Town of Groton check, payable to following the successful performance provided completed copies of W-9 and CT-590 forms have been received by the Town of Groton (see Section 2 below). In the event of Cancellation, per Section 13.b., payment of half of the amount due will be will be mailed via US Postal Service within two weeks.

ACCEPTANCE BY THE PARTIES:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Contract as of the date first above written and do hereby acknowledge and accept the General Terms and Conditions, as set forth on pages two through four, as fully incorporated by reference in this Entertainment Performance Contract.

Artist

By: (Authorized Artist or Agent)

(Signature)

(Typed Name)

(Organization)

(Address)

(Date)

Town of Groton

By: (Authorized Official)

(Signature)

Jerry Lokken

Manager of Recreational Services

27 Spicer Avenue

Noank, CT 06340

(Date)

GENERAL TERMS AND CONDITIONS

1. Town of Groton (hereinafter "Town") herein contracts for the services of Artist (and its individual performers, if any) as (an) independent contractor(s) and not as (an) employee(s). Individual performers shall be deemed the employees of Artist. Payment shall be made to Artist or to Agent (as set forth herein), and Artist shall be responsible for compensating individual performers. Artist shall be responsible for complying with applicable state and federal law and Internal Revenue Service regulations pertaining to the withholding of taxes, and for complying with any applicable union or federation rules, including those pertaining to deduction of dues and to health and welfare violations.
2. The State of Connecticut requires the Town of Groton to withhold income tax for non-resident entertainers. Please refer to State of Connecticut Policy Statement PS 96(1) and accompanying form (CT-590) for detailed information on this tax. Completed W-9 and CT-590 forms are required before payment can be made.
3. Artist will be allowed reasonable access to the facility before and after the engagement for the purposes of assembling and removing Artist's equipment, as set forth more specifically in **Section 23** ("Additional terms and conditions"), below.
4. Artist shall have the sole responsibility for the payment of any and all royalty fees payable as a result of the performance of any copyrighted materials, including but not limited to music, performed pursuant to this Contract. Artist shall indemnify and hold the Town harmless for the failure of Artist to pay royalty fees due hereunder pursuant to the copyright laws of the United States or any other country.
5. Artist agrees to reimburse, hold harmless and indemnify the Town of Groton and/or the Parks and Recreation Department from and against any claims, losses, expenses (including reasonable attorney's fees), suits and judgments against Artist to the extent the Artist is uninsured or under-insured, arising out of the Artist's acts or omissions as an Independent Contractor.
6. Artist shall indemnify and hold the Town harmless for all costs to the Town resulting from the wrongful or negligent acts or omissions of Artist in the performance of this Contract.
7. Artist shall have sole responsibility and liability for any damage to or loss of Artist's equipment used in performance of this Contract.
8. Town shall employ or subcontract the services of sound technicians and other support personnel required for this engagement.
9. Town may make media recordings, including photographs and video taping, of performances to be used for lawful purposes.
10. Town shall not, under any circumstances, be required to indemnify or hold Artist harmless for any claims, losses or liabilities of any kind, and any provision to this or any other contract purporting to impose such liability upon the Town shall be null and void.
11. Neither party shall be responsible for complying with any provision of this Contract or rider(s) to this Contract when prevented from complying with such contractual provision due to an act of God or any other legitimate condition beyond the control of such party.

12. Cancellations
 - a. The Town reserves the right to cancel performances at its discretion.
 - b. The Town may offer a make-up date with all other Contract specifications unchanged if a performance is cancelled.
13. Town payments to Artist
 - a. No payment will be made for cancellations made before 3:00pm on the date of the performance.
 - b. Payment of half of the amount due will be made for cancellations made after 3:00pm but before 6:00 pm on the day of the performance.
 - c. Full payment will be made for cancellations made after 6:00 pm on the date of the performance.
14. Artist warrants that it is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap.
15. Artist warrants that Artist has not employed or retained, paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent working for Artist, to solicit or secure this Contract.
16. If Artist fails to fulfill Artist's obligations under this Contract properly and on time, or otherwise violates any provision of this Contract, Town may terminate this Contract by written notice to Artist. The notice shall specify the acts or omissions relied upon as cause for termination. Town shall pay Artist fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Artist's breach. If the damages are more than the compensation payable to Artist, Artist will remain liable after termination and Town may affirmatively collect damages.
17. The validity, interpretation and effect of this Contract shall be governed by the laws of the State of Connecticut, without respect to conflict of laws principles. Further, the laws of the State of Connecticut shall govern all rights, obligations, remedies and liabilities arising pursuant to this Contract. No claim or dispute from or relating to this Contract shall be required to be submitted to or settled by any type of arbitration process. Any legal proceedings involving such claim or dispute shall be brought in the appropriate court in the state of Connecticut.
18. Any person or entity executing this Contract on behalf of Artist expressly warrants that such person or entity is duly authorized to execute this Contract on behalf of Artist for this engagement at the time and place specified in this Contract.
19. The person executing this Contract on behalf of Town certifies that such person is duly authorized to and does execute this Contract as a representative of Town and assumes no personal liability for the performance of this Contract.
20. Any attached contract (including any rider(s) attached thereto) between Town and Artist pertaining to this engagement shall be deemed supplemental and subordinate to this Town of Groton Event Contract. The terms and conditions of this Entertainment Performance Contract, and the rights, privileges, duties and obligations arising pursuant thereto, shall be controlling in the event of conflict and at all other times and in all events and situations.

21. All additions to and deletions from this Contract (including any riders attached hereto) must be initialed by both parties in order to be valid. This Contract (including any riders attached hereto and incorporated by reference herein) represents the complete and final expression of the agreement between the parties. The parties will be responsible only for those items expressed in this Contract, irrespective of any additional or contrary oral or written statements or representations.
22. In addition to any restrictions by state and federal law and/or local ordinance regarding the performance, Artist shall not utilize any pyrotechnic and/or flame effects.
23. Additional terms and conditions: