

# Meetinghouse Park Summer Music Series

## PERFORMANCE AGREEMENT

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The Hampstead Cable Advisory Board (the "HCAB"), as a representative of the Town of Hampstead, sponsors a series of free-to-the-public summer concerts at Meetinghouse Park in Hampstead, NH. The HCAB engages performers for this music series, and this agreement, made as of \_\_\_/\_\_\_/\_\_\_ by and between the **Hampstead Cable Advisory Board** (the "HCAB") and \_\_\_\_\_ (the "Artist"), is for the Artist to provide a performance as part of that series. The Artist agrees to provide a performance to the HCAB, and the HCAB agrees to engage the Artist for a performance, under the following terms and conditions:

- 1) **Start Time, Date, and Duration of performance:** \_\_\_\_\_ PM\_ on \_\_\_/\_\_\_/\_\_\_\_\_. **Duration:** \_\_\_\_\_ hours  
*(slight overage of this duration is acceptable)*
- 2) **Payment.** The Artist is to be paid a fixed fee for the performance, subject to the cancellation clause below. The fee will be paid immediately following the performance by check from the Town of Hampstead.  
**Fee \$** \_\_\_\_\_  
**Check to be made payable to:** \_\_\_\_\_  
**Federal Tax Number (EIN)** \_\_\_\_\_  
*(Note: if an EIN cannot be supplied, the Artist must supply a SSN at the time of the performance. **DO NOT** provide a SSN on this contract.*
- 3) **Place of Performance.** The Artist agrees to perform a music concert at the Meetinghouse Park in Hampstead, NH. The Park is located on the corners of Emerson Avenue and Main Street, immediately behind the Hampstead Town Office Building. Additional directions can be found at [www.MeetinghousePark.org](http://www.MeetinghousePark.org).
  - iii) Use the recording in any promotional, political or fund-raising effort, except as pertains to promoting Meetinghouse Park concerts.
- 4) **Logistics**
  - a) **Sound.** A sound system capable of providing adequate volume to the venue will be provided by:  
**Artist / HCAB** *(circle one)*.  
**(Note:** Meetinghouse Park is on outdoor venue of approximately 2 acres in size.)
  - b) **Lighting.** A lighting system capable of providing adequate lighting for the stage area will be provided by the HCAB. Additional lighting can be accommodated if desired by and provided by the Artist as part of the performance fee.
  - c) **Other items.** The Artist will contact the HCAB prior to event to coordinate stage setup and electrical requirements.
- 5) **Recording.** The Artist recognizes that the HCAB will record both video and audio of the performance for editing and broadcast on the Hampstead Public Access Cable Television system. This recording is the sole and unencumbered property of the HCAB and the Town of Hampstead. The following terms will apply to the subsequent use of that recording:
  - a) **The HCAB cannot:**
    - i) Make any commercial use of the recording, including sale of the recording, or copies of the recording, for profit or charity.
    - ii) Designate ownership to another entity.
  - b) **The HCAB can:**
    - i) Edit the recording in a manner that is complimentary to the Meetinghouse Park Summer Music Series and the Artist.
    - ii) Broadcast the recording an unlimited number of times, and for an unlimited period of time, on the Hampstead Public Access Cable Television system.
    - iii) Display still pictures and/or clips of the performance on its website, [www.MeetinghousePark.org](http://www.MeetinghousePark.org), for the purpose of promoting the Meetinghouse Park Summer Music Series.
    - iv) Distribute the recording to other local access cable television within the immediate area of Hampstead, NH for unlimited broadcasting for the purpose of promoting the Meetinghouse Park concert series. Such distribution will be done upon the condition that the receiving party acknowledges and agrees that ownership of the recording belongs to the HCAB, and further distribution is prohibited.
    - v) Provide limited distribution to members or friends of the HCAB.
  - c) **Artist's Rights:**
    - i) The Artist (or their representative) will have the right to review and provide input on the edited version of the performance; however, final editing and production decisions are in the sole control of the HCAB. The Artist recognizes that the HCAB is a semi-volunteer organization, and that such review may need to occur during non-business

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hours and upon the availability of the appropriate HCAB members.

- ii) The Artist can request and receive, at no charge, a copy of the performance recording, in whole or in the edited form. The Artist is free to use this copy in any manner, including commercial use, promotional use, or distribution at the sole expense of the Artist. However, nothing in this clause will impair the rights of the HCAB to use the recording as set forth in this Agreement.

6) Cancellation: In the event of the Artist's proven detention by illness or in the event of a fire, accident, flood, act of God, or other causes beyond control of the HCAB or the Artist which prevents the performance, the parties release each other from the performance of the terms and obligations described here and from damages resulting from any non-performance. If event is cancelled during the performance, Artist will receive full compensation by HCAB. If for any reason, the performance is cancelled 60 or more days prior to scheduled performance, this contract is null and void.

7) Promotion and Production – The HCAB will be responsible for all matters pertaining to the promotion and production of the scheduled performance, including but not limited to the venue reservation, security, and advertising. The HCAB will promote the performance and will use its best efforts to obtain calendar listings, issue press releases and reviews of the performance. The Artist is free to conduct additional promotion at their expense, if desired, in coordination with the HCAB.

8) Merchandising. The Artist has the option to sell albums, books, and/or merchandising material at the performance and will retain all proceeds of such sales.

9) Security - HCAB will provide reasonable security so that unauthorized persons will not have access to the stage area. The Artist will identify persons authorized to be in the area. HCAB will not, however, be responsible for any theft or damage to the equipment of the Artist that may occur

during the time the equipment is located on the Meetinghouse Park premises.

10) Artist is not an employee. The Artist is an independent contractor. No clause in this contract will be interpreted to provide that the Artist, or personnel associated with the Artist before, during, or after the performance, are employees of the HCAB or the Town of Hampstead, The Artist shall be solely responsible for payment of any withholding taxes, social security contributions, unemployment insurance, and workers' compensation.

11) Indemnity. Artist agrees that its performance will not be infringement upon any legal right of any person or entity. If any suit or claim is made by anyone alleging that HCAB, the Town of Hampstead or the Artist has infringed upon or violated any legal right by the Artist's performance under this Agreement, then Artist will indemnify, defend and hold harmless HCAB and the Town of Hampstead against and from any and all loss, claim, damage, costs, attorneys' fees or other loss whatsoever. The HCAB and the Town agree to indemnify and hold the Artist harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of the Artist while Artist is rendering the contracted services except for claims arising from the Artist's willful misconduct or gross negligence.

12) Members Of Unions Or Guilds. The Artist and those associated with the Artist agree to accept sole responsibility for complying with the rules and regulations of those unions or guilds of which they may be members.

13) Assignment. Since the essence of this Agreement is for personal service, the Artist may not assign this Agreement.

14) Sole Agreement. This contract constitutes the sole, complete, and binding agreement between the Artist and the HCAB. This contract and any incorporated attachments or riders, are governed by the laws of the State of New Hampshire, and may be modified only by signed writing, and are binding and valid only when signed by the parties below. The signatures below confirm that the parties have read and approve all terms above.

Signed:

For the Artist

Signature

Print Name

Date

Title

For the HCAB

Signature

Print Name

Date

Title