

ENTERTAINMENT CONTRACT

City of Fairfax Fall Festival 2003

AGREEMENT

This agreement entered into this ____ day of _____, 2003 between the City of Fairfax, Virginia, a municipal corporation, hereinafter referred to as the "City" and _____, hereinafter referred to as "Contractor".

WITNESSETH:

The City hereby engages the Contractor and the Contractor hereby agrees to furnish the entertainment described below, upon these terms and conditions:

Place of Performance: Historic Downtown City of Fairfax
Address of Performance: 4020 University Drive, Fairfax, VA 22030
Date of Performance: Saturday, October 12, 2002 (raindate October 13)
Times of Performance: (does not include set-up & take-down time)
Compensation agreed upon:
Stage: City of Fairfax Showmobile (16' x 32' stage)
Sound provided by City: Springfield Sound – Bruce Tandy 703/968-0771

EQUIPMENT NEEDS TO BE SUPPLIED BY THE CITY: (Please list type and number of electrical needs in amps, chairs, microphones, and sound requirements. Please provide copy of stage plot.)

Set-up time required: _____

Take down time required: _____

1. Contractor must provide City with bio and picture three weeks from date of agreement.
2. Contractor is responsible for set-up immediately before performance and take down of equipment immediately following performance time.
3. Postponement of the festival to the following day due to inclement weather will be made by 5:30 am on the day of the event. The City will notify contractor of postponement of festival. Performance times for Sunday will remain the same as the times scheduled for Saturday. Postponement of festival will be listed on the information line, 703/385-7858.
4. Payment will be made in the form of check at completion of performance. Under no circumstances will cash be used as the form of payment. A W-9 form must be completed. Make checks payable to: _____
 - a) If the contractor arrives to the festival on Saturday or Sunday (raindate) ready to perform and the City cancels the performance due to inclement weather, contractor will receive a check for 100% of the compensation agreed upon at the festival site.
 - b) If the contractor is notified by the City, before arriving to the festival, that the festival has been cancelled with no rescheduling for a rain date due to inclement weather, the City will mail a check for 50% of the compensation agreed upon three weeks after the festival date.
5. Contractor is responsible for all travel and transportation expenses.

6. The City shall have permission to videotape a segment of the performance by Contractor for future non-commercial use by the City.
7. The Fall Festival is a family oriented event, all lyrics performed by Contractor must be appropriate for the attendance of the festival. Contractor agrees not to use profane or offensive language.
8. The Contractor is retained by the City for only the services specified herein. He or she shall be an independent Contractor, who shall exercise all rights of control as to the manner and method in which the services are performed. However, the City shall retain the right to observe said Contractor to determine if the services are being conducted in accordance with terms of this agreement.
9. The Contractor agrees to exercise reasonable care in the performance of this agreement, and to take whatever special precautions which are warranted to prevent risk of bodily injury to anyone.
10. Either party reserves the right to cancel this agreement with written notice received by the other party no less than seventy-two (72) hours prior to the beginning of services mentioned above.
11. This document contains a full and final agreement between the parties and there are no understandings, representations, or agreements between the parties except those expressed herein.

*Maps and parking permits will follow closer to the date of engagement.

Mike Cadwallader, Director
City of Fairfax Parks & Recreation
Address: 3730 Old Lee Highway
Fairfax, VA 22030
Phone: 703-385-7949

Contractor:
Address:
Phone:

