COLORADO MEDIEVAL FESTIVAL©

CONTRACT FOR ENTERTAINERS AND PUBLIC SPEAKERS

ADDENDUM TO STANDARD TERMS AND CONDITIONS CONTRACT

1) This addendum the standard Colorado Medieval Festival© application and contractual agreement and must be attached to same. Read all documents carefully. Changes to the contract require prior written approval of the Colorado Medieval Festival© Contracting Officer and board of Directors.

2) This Contract is for the personal services of performers for the engagement described below is made between the Board of Directors, Entertainment Coordinator on behalf of the Colorado Medieval Festival© as the purchaser of entertainment (herein called "Purchaser") and the undersigned performer or performers (herein called "Artist", even though there may be more than one person):

Entertainer arrangements are made through:	Purchaser arrangements are coordinated by:
Agent Name:	Contact Person:
Stage Name:	Department Name:
Address:	Address:
Phone Number:	Phone Number:

1. Nature of Services:		
2. Date:	Time:	Length:
3. Place: **2010 Colorado Medieval Festival© venue located at Riverside Park, Evans, CO**		
4. Payment will be made in the form of a check issued by the Colorado Medieval Festival© and will be payable to:		
5. Time of Payment (No advance payments or deposits made.): **Within 10 business days of end of venue.**		

6: Amount Payable is:	7. Payment information must be supplied:
Services:	Stage Name:
Lodging:	Legal Name:
Meals:	Social Security or Federal Employer. ID No.:
Transportation:	Permanent Address:
Specify Other:	
Total:	
Payee is: ( ) Individual ( ) Corporation ( ) Partnership ( ) Other ( ) US Resident ( ) Legal Resident of Country: ( )if not a US Resident	

3) Nonresident entertainers and public speakers are required to file a bond or place a security deposit with the Colorado Department of Revenue at least six days prior to the date of performance to assure payment of state

income taxes if income earned from performance in Colorado will exceed state minimum. Call the CO Department of Revenue with questions regarding this requirement.

4) If the nonresident entertainer or public speaker does not show proof to Colorado Medieval Festival© that such bond or security deposit was filed with the Colorado Department of Revenue, state law provides that the Colorado Medieval Festival© shall deduct 6% of the total performance contract price and remit said amount as withheld for state income tax purposes.

5) It is understood that the Artist executes this agreement 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.

6) Details and manner of performance are under the control of the Artist or in instance where a group is involved, the leader of the Artist. However, Purchaser has the right to direct Artist to discontinue any activity constituting a violation of Colorado Medieval Festival© policy, federal, state, or local laws.

7) Any requirements that Purchaser comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by Purchaser, in writing, in advance of the contract execution or are made part of this agreement prior to the signing of the agreement by the Purchaser.

8) Anticipated starting times specified in the contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, 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.

9) <u>Cancellations</u>

   a) Either party may cancel this agreement without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.

   b) Artist agrees to furnish payment to the Purchaser for actual appearance preparation costs in the event of a late cancellation, late appearance, or nonappearance within 30 days after billing, subject to the limitations herein.

   c) If, due to illness, accident, or other causes legally known as Acts of God, Artist, or Purchaser are forced to cancel this contract, neither party, nor any representative shall be liable for any payment provided written evidence of said condition(s) is submitted at the time of cancellation.

10) <u>Disputes</u>

   a) In the event any on-site dispute shall develop between Artist and Purchaser, action to resolve the same shall be delayed if the Artist requests until a representative of the local musicians' union has been advised of same, and has been given an opportunity to participate in the resolution thereof. However, in no event shall such procedures be deemed to excuse Artist's delay in timely performance more than 15 minutes.

11) <u>Breach of Contract</u>

   a) This Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the state of Colorado. Disputes regarding the terms of the Agreement or claims arising out of its execution or performance may be resolved in any Colorado court with competent jurisdiction.

   b) This contract, and the terms and conditions contained herein, may be enforced by the Purchaser and by each performer who is a party to the contract or who has, in fact, performed the engagement contracted for and by their agent or agents.

   c) Legal representation of a State Agency is provided by the Colorado Attorney General's office or its designee, according to the Colorado State Statutes.

12) <u>Insurance</u>

   a) The Colorado Medieval Festival© as an agency of the Medieval World, International©, is insured for liability protection. Such protection applies to management and event officers and employees only. The Colorado

Medieval Festival© is not authorized to enter into any agreement that may include binding arbitration, hold-harmless, or indemnification clauses without Colorado Medieval Festival© board action granting such authority. All other individuals and organizations must provide their own liability coverage.

b) Damage to the premises, equipment or properties of Purchaser caused by Artist or Artist's staff, either intentionally or through negligence, will be paid for by Artist or may be deducted from the fee, at the Purchaser's option.

c) The Purchaser assumes no responsibility for equipment, costumes, etc., utilized by 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.

13) Withholding Requirements

a) Non-US. Resident Aliens: The appropriate tax will be withheld based on IRS Section 1441 and existing tax treaties. Withholding is required at 30% (less pro-rated personal exemption amount) on payments for services unless:

b) Income is non-US. Source.

c) Payment is effectively connected with a U.S. trade or business and individual has filed Form 4224, or

d) Income is partially or totally exempt or subject to a reduced withholding rate due to a tax treaty or pro-rated personal exemption amount and individual has filed Form 8233 to claim the exemption or reduced rate.

e) U.S. Residents: Withholding is required at the rate of 20% on payments for services if applicable social security number(s) are not provided.

f) Non-Colorado Resident Entertainers: Institutions must withhold 6% of payments to non-resident entertainers if accumulated payments for entertainment services exceed state minimum in a calendar year and the entertainer has not filed an appropriate waiver from the Department of Revenue.

14) Other

a) No performance or engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, unless there is a specific written agreement with the Artist relating to and permitting such recording, reproduction, or transmission. Colorado Medieval Festival© will make a reasonable effort to prevent individuals from doing so.

b) The 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 Artist shall indemnify the Purchaser against any liability or damages, including attorney fees, which may arise as a result of any violation by Artist of copyright laws.

c) Sale of any souvenir items or programs by Artist shall only be permitted upon specific written agreement with Purchaser 5 days prior to date of engagement, and then subject to the terms thereof and provided arrangements for the payment of applicable sales tax are made.

d) In connection with the performance of work under this contract, the Artist agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or natural origin. Except with respect to sexual orientation, the Artist further agrees to take affirmative action to ensure equal employment opportunities. The Artist agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

e) The Colorado Medieval Festival© equal opportunity policy conforms to federal equal opportunity and affirmative action clauses.

The parties have agreed to and executed this document as of the dates indicated below:

COLORADO MEDIEVAL FESTIVAL©

CONTRACT FOR ENTERTAINERS AND PUBLIC SPEAKERS

Accepted By:	Accepted By:
For the 2007 Colorado Medieval Festival© on behalf of the Board of Directors, Entertainment Coordinator, PO Box 271782, Fort Collins, Colorado 80527	Artist/Agent:
Signature:	Signature
Name (printed or typed):	Name (printed or typed):
Title:	Title:
Date	Date: