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| **TAAA logo.jpg** | **TRACY AFRICAN AMERICAN ASSOCIATION, LLC****ENTERTAINMENT CONTRACT****Juneteenth Celebration –June 11, 2022****10am – 6pm** | **From Our Roots-logo2_(sm).jpg** |

Name of Artist(s)

Agent/Company (if any): \_\_\_\_\_\_\_\_\_

Address:

Telephone: Fax:

Date of Agreement: \_\_\_\_\_\_\_

Date of Performance/Event: **Saturday, June 11, 2022**\_\_\_ \_\_\_\_\_\_\_

Time of Performance: \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duration of Performance: \_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Artist(s) shall arrive before: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Performance(s):

Location of Performance(s): **Lincoln Park, East St. & Eaton Ave. Main Stage**

Purchaser: **TRACY AFRICAN AMERICAN ASSOCIATION (TAAA)**

 P.O. Box 62

 Tracy, CA 95376

TAAA Contact Person: **Yolande Knight** Phone: 510-589-6445 c

\*Agreed Price for Performance(s): **$** \_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TAAA check made payable to:

Federal ID# or Social Security Number of Check Recipient: \_\_\_\_

IN WITNESS WHEREOF, the undersigned have set their respective hands on the Date of Agreement recited above.

**TRACY AFRICAN AMERICAN ASSOCIATION**  **ARTIST**

By: **Yolande Knight** By:

 Entertainment Chair/President AGENT (or Authorized Signature)

DATE \_\_\_\_\_\_\_ DATE

This agreement is subject to all terms and provisions in the attached Tracy African American Association Entertainment Contract Rider.
**\*** *Most artists are asked to perform without compensation as funds raised are contributed directly to our Wayne Nelson Scholarship Fund. Scholarships are presented to students during the event.*

**TRACY AFRICAN AMERICAN ASSOCIATION
ENTERTAINMENT CONTRACT RIDER – June 11, 2022**

The terms and provisions of this Tracy African American Association ("Purchaser'') Entertainment Contract Rider ("the Rider") are incorporated by this reference into the attached Tracy African American Association Standard Form Entertainment Contract, dated ("the Contract"), between Tracy African American Association ("Purchaser") and ("Artist").

1. The parties to this Rider and the Contract intend the relationship between them to be one of an independent contractor and customer. No employee, agent, servant, representative or contractor of Artist shall be, or shall be deemed to be, an employee, agent, servant, representative or contractor of Purchaser. The manner, means and methods of providing the services contemplated in the Contract and the Rider are to be under the sole direction and control of Artist, with the exception of Artist's departure and arrival times and the minimum or maximum length of performance. None of the benefits provided by an employer to its employees, including but not limited to any wages or compensation, workers' compensation insurance or unemployment insurance shall he available from or through Purchaser to Artist or the employees, agents, servants, representatives or contractors of Artist at any time. It is understood and agreed by Artist that it is the responsibility of Artist to deduct, pay and remain solely responsible for any necessary workers' compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, social security contributions and other obligations, which may be required by any entity to he withheld from the Artist's fees including agent's fees or commissions, or union dues. Artist represents and warrants that it has in place and will maintain in effect throughout the contract term insurance in an amount sufficient to cover Artist and its employees, agents, servants, contractors and representatives who are performing Artist's obligations arising out of the Contract and this Rider, including but not limited to sufficient coverage for work-related injuries sustained by Artist's employees, employers' liability coverage, auto liability coverage and general liability coverage.

2. Artist shall remain liable for the acts of its agents, servants, employees, representatives and contractors during the performance of any of Artist's obligations arising under the Contract and this Rider, while on premises at the performance location and during any travel to and/or from the location of the performance. Artist hereby undertakes and agrees to indemnify, defend and hold harmless Purchaser and its affiliates, successors, assigns, employees, agents, servants, contractors, representatives, officers and trustees, in their individual and official capacities, from any and all losses, claims, demands, expenses, damages (including loss of use), judgments, costs (including attorney fees), actions and causes of action arising out of the negligence or intentional acts or omissions of Artist or its employees, servants, agents, contractors or representatives, and shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage and shall pay all damages and claims resulting therefrom.

3. Artist agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations, whether existing or in the future, in performing its obligations arising out of the Contract and this Rider. Artist agrees to deduct, pay and remain solely responsible for any necessary workers' compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Artist's obligations arising under the Contract and/or this Rider, and Artist will hold Purchaser harmless against any such expenses, fees, commissions, and/or alleged violations(s) of any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any Union(s) and/or Agent(s) for benefits, fees, commissions, dues, or other payments arising out of or resulting from the performance contemplated herein.

Initials: Artist

 **YK**\_\_\_\_\_ Purchaser

4. Artist represents and warrants that in performing its obligations under the Contract and this Rider it is not and will not be infringing upon any properly right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Artist (or anyone in conjunction with the ownership or presentation of the performance by Artist) is infringing upon or violation any property right, patent right or other legal right by performing the services contemplated herein, then Artist will indemnify, defend and hold harmless Purchaser against and from any and all loss, claim, damage, cost, attorneys’ fees or other loss whatsoever.

5*.* Artist agrees that the laws of the State of California shall govern the interpretation and enforcement of the Contract and this Rider. Any dispute between Artist and Purchaser concerning the validity, construction and/or effect of the Contract and/or this Rider shall be submitted to and resolved by arbitration or its equivalent, in the county of San Joaquin, under the laws of the State of California, and the decision accepted as binding to all parties concerned. Artist understands and agrees to pay all attorney fees, costs and expenses related to the arbitration of a dispute between Artist and Purchaser concerning the validity, construction and/or effect of the Contract and/or this Rider. Artist understands and agrees that by executing this Contract and Rider, Artist hereby submits to the jurisdiction and venue as outlined in this paragraph and knowingly and voluntarily waives the right to later challenge the same in any forum.

6. Unless agreed to by lite parties in writing, Artist shall provide all necessary equipment for the performance at Artist's sole expense. Purchaser is not responsible for any damage to, or loss of any equipment not specifically stated in the Contract or Rider. In no event shall Purchaser be liable for the criminal, negligent or intentional acts of others. Artist shall be prepared to begin the performance precisely at the date and time set forth on the attached Contract. Any required setup shall be completed by Artist in advance of said date and time.

7. Purchaser reserves the right to cancel this Contract and Rider without notice for legitimate causes beyond the control of the parties including, but not limited to an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-site mechanical difficulties (e.g. a power failure) or other causes that render the performance contemplated by the Contract and this Rider impossible. In such an event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. In the event of cancellation, this Contract and Rider is totally null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Contract and/or this Rider.

8. If Artist fails to fulfill its obligations under this Contract and/or Rider properly and on time, or otherwise violates any provision of the Contract, the Purchaser may terminate the Contract and/or Rider by written notice to Artist Termination under this paragraph does not relieve Artist from liability for any damages caused to Purchaser.

9. This Contract and/or Rider may be terminated by Purchaser upon written notice to Artist whenever Purchaser determines that such termination is in the best interest of Purchaser. Purchaser will pay all reasonable costs associated with this Contract and Rider that Artist has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, Artist shall not be reimbursed for any anticipatory profits that Artist expected to earn from the event that is the subject matter of the Contract and Rider.

10. If the performance is canceled or a change of date is required by Artist for any reason other than those set forth above, then Artist agrees to reimburse Purchaser for its bona fide out-of-pocket expenses.

Initials: Artist

 **YK**\_ Purchaser

11. In accordance with Purchaser policy, no deposits or advance payments shall be made or required prior to the performance contemplated hereunder. Payment will be made by Purchaser's check, payable as provided in the Contract, immediately following the performance.

12. If any actions by Artist or Artist's employees, agents, servants, or representatives are in conflict with any policies, rules or regulations of Purchaser while Artist is performing under this Contract and Rider, and Artist or its employees, agents, servants or representative fail or refuse, to correct the same upon verbal notification by Purchaser, then Purchaser shall have the right to immediately terminate the performance and cancel the Contract and this Rider with no liability whatsoever. Artist(s) and Artist's employees, agents, servants and representatives shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time while performing under this Contract and Rider. Any violation of this provision will result in immediate termination of the Contract and this Rider by Purchaser with no liability whatsoever to Artist.

13. The Contract and this Rider represent the entire agreement between the parties hereto and supersedes all prior written and or oral negotiations and/or agreements or understandings between the parties. Any additions, deletions or revisions to the Contract and/or this Rider must be in writing and initialed by both parties in order to be valid. No subsequent agreements or modifications hereof, whether express or implied, shall bind the parties unless the same is in writing and signed by the parties.

14. Any damage to Purchaser property or any rented equipment which results from the acts or omissions of Artist and/or its employees, agents, servants, representatives or contractors shall be the responsibility of Artist and payment for any such damage shall be made by Artist within thirty (30) days of written notification of the damage by Purchaser.

15. In the event of any conflict, inconsistency or incongruity between the terms of the Contract

and this Rider, or between this Rider and any other Contract or Rider concerning the subject matter hereof, the terms and provisions of this Rider shall in all respects govern and control.

16. In signing this Contract and this Rider, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf; that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.

17. Neither this Contract and/or Rider nor the services to be rendered hereunder may be assigned or transferred by Artist. Since the essence of the Contract and this Rider concern the specific individuals and the unique personalities and talents of Artist, Purchaser will only pay the fee specified in the Contract if the Artist performing is, in fact, the specific Artist agreed upon. If in the case of a group, the entire group does not perform, or if the Artist is not the Artist specified in the Contract, payment of the fee shall not be required unless Artist has notified Purchaser of the change, in advance of the performance, and Purchaser has agreed, in writing, to allow the group to perform with less than the entire group or with performers other than those contemplated when the Contract was executed.

18. All of the terms and provisions of this Rider and the Contract shall be enforceable irrespective of whether the Artist is being compensated or is performing free of charge, such as in the case of a benefit performance.

Initials: Artist

 **YK**\_ Purchaser

19. The recording, reproduction, or transmission of Artist(s) performance is permitted for the sole purpose of

 history procurement for Purchaser and not to be sold without express or written permission from Artist(s).

20. ADDITIONAL PROVISIONS: (Must be initialed here by each party: be detailed and specific)

 **PLEASE LIST WHAT YOU NEED US TO GET FROM THE BANDS:**

 Would the Sound Company need to provide you with anything?

IN WITNESS WHEREOF, the undersigned parties have set their respective hands on the Date of Agreement recited in this Contract.

TRACY AFRICAN AMERICAN ASSOCIATION: SOUND COMPANY/ARTIST:

(Name/Title)

 AGENT (or Authorized Signature)

**Yolande Knight** President

Date Date

Initials: Artist

 **YK** Purchaser