

PERFORMANCE ARTIST AGREEMENT, RELEASE AND WAIVER, AND PHOTO RELEASE

This Agreement is made and entered into as of _____, 2020, by and between Terry Underwood, on behalf of the Northborough Cultural Council (“NCC”), and _____ (the “Artist”), represented by _____.

1. The Artist shall provide a high quality video recording of their performance (“Performance”) in mp4 format using a landscape layout to the NCC no later than by October 15, 2020.
2. NCC has the authority to determine what is to be included in the final premiere Virtual CultureFest broadcast. Personal expression is encouraged, however all Performance must be appropriate for viewing by all ages of the general public.
3. The Artist agrees to provide a professional, high quality and family-friendly Performance. The Artist assumes responsibility for high quality lighting, audio and background noise control.
4. A compensation of \$_ shall be paid to the Artist for the Performance and for the broadcast rights granted to the NCC herein.
5. The Artist agrees to perform songs, music and artistic creations that are original, or for which the copyrights have been purchased. The Artist agrees to abide by all the applicable copyright laws and regulations.
6. The Artist agrees to grant to the NCC and its authorized representatives permission to video, film, photograph, and/or make audio recordings of the Performance. Furthermore, the Artist agrees to grant to the NCC and its authorized representative permission to post their video performance on local TV stations, other internet social media and video channels such as but not limited to YouTube. The NCC reserves the right to edit and use the provided Performance in part or in whole at its discretion.
7. The NCC shall not in any way control the Artist’s performance of services as to matters of creative detail, but the NCC shall have the right to approve the general nature of the performance. Personal expression is encouraged, however the performance must be appropriate for viewing by all ages of the general public.
8. The Artist grants to the NCC and its authorized representatives permission to include the Artist’s name, likeness, voice and biographical information in the promotional literature and advertisements for the Culture Fest, including in any brochures for the Culture Fest, and in any future video, film, publications, brochures, or other printed materials used to promote the NCC, and further that such use shall be without payment of fees, royalties, special credit or other compensation. The NCC shall not use any of the Material for any “for sale” or commercial purpose whatsoever without written consent and approval by the Artist under a separate agreement.
9. The Artist shall provide biographical information to the NCC no later than October 15, 2020. Artist is encouraged to provide the NCC with any such promotional material as the Artist believes will help represent them best in this effort.
10. The Artist hereby assumes all risks and hazards incidental to their participation at the Virtual Culture Fest.

11. The Artist shall indemnify, save and hold harmless the NCC and its members from any and all claims, demands, causes of action and judgments, losses, costs and expenses, including but not limited to reasonable attorney's fees, arising due to the negligence of the Artist, their employees, agents or other personnel hereunder, including but not limited to any representation, warranty, term and/or condition of this Agreement.

12. The NCC shall have the right to cancel the Culture Fest and the Performance, without payment to the Artist. Such cancellation shall not be deemed a breach of contract and shall not give rise to any cause of action against the NCC or its members.

In witness whereof, the parties hereto have executed this Agreement as of the day and year set forth above.

<p>By: _____ Authorized Representative</p> <p>Date: _____</p> <p>Name:</p> <p>Address:</p> <p>Email:</p> <p>Phone:</p>	<p>By: _____ Authorized Representative</p> <p>Date: _____</p> <p>Name: <u>Terry Underwood</u></p> <p>Address: Home: 40 Maple Street, Northborough, MA 01532 NCC: 63 Main Street, Northborough, MA 01532 Email: terryunderwood888@gmail.com Phone: 508-614-8001</p>
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