

Alabama Medieval Fantasy Festival

Business Office: 7165 Old Pascagoula Rd. Theodore, Al 36582
Telephone (251) 423-1257 or (251) 300-9288 or (334) 399-3214

ALABAMA MEDIEVAL FANTASY FESTIVAL APPEARANCE/PERFORMANCE CONTRACT 20_____

THIS AGREEMENT is entered into by and between Oaksenj Inc. (hereafter known as ALMFF / Alabama Medieval Fantasy Festival) and _____ (PERFORMER)

IN CONSIDERATION of the mutual promises set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, ALMFF hereby retains PERFORMER to provide performances upon the following terms:

To engage entertainer to provide entertainment in the following manner:

With physical presence and patron interaction throughout each day from 9:45 am to 5:30, also the procession and start/end of day event each day and the site meeting at 9am opening day. This meeting is MANDATORY!

Performer Stage Name. _____

Contact Name and address _____

Buyer: Alabama Medieval Fantasy Festival Nancy Ardoin/Ro Terry Event Co-Ordinators 251-423-1257 334-399-3214 Bus. Office: 7165 Old Pascagoula Rd. Theodore, Al. 36582

Location of Event: 4776 Fort Dale Rd Greenville, Al. 36037 (**PLEASE NOTE** there is **NO** mail delivered to this address)

ENTERTAINER agrees to perform at the Alabama Medieval Fantasy Festival days of

Date of Performance: ____/____/20____, ____/____/20____ AND ____/____/20____

9:45 am till 5:30pm Length of Performance: All day event. ALMFF agrees to pay ____ per day __/or (circle all that apply) vending rights, tip/full hat rights, promo passes, meal/beverage allowance or chit daily. With physical presence and patron interaction throughout each day from 9:45 am to 5:30, also the procession and start/end of day event each day.

Performance content

Performer shall perform a performance of the type generally designated as “ _____ ” at the date, time and place listed above. To be clothed in a family friendly medieval themed event style. Stage times have yet to be scheduled however _____ represents that the group will perform at least 3 stage shows, arriving on time and performing for no less than 25 minutes per show throughout the day and to join the daily parade also to be seen in the lanes throughout the day.

1. ENTERTAINER agrees to provide all its/his/her own props, costumes and other accoutrements necessary to the performance of said entertainment. ENTERTAINER further agrees that it shall not attempt to perform any form of entertainment/action that shall otherwise endanger any member of the public or other person(s).
2. ENTERTAINER AGREES TO HOLD ALMFF HARMLESS FOR ANY AND ALL LIABILITY FOR PERSONAL INJURY TO ENTERTAINER OR ANY MEMBER OF ENTERTAINERS TROUPE OR ANY PERSON TRAVELING WITH ENTERTAINER FOR ANY PURPOSE THAT MAY ARISE AS A RESULT OF ANY ACCIDENT, NEGLIGENCE OR OTHER OCCURRENCE THAT MAY OCCUR DURING THIS EVENT OR AT ANY TIME UPON THE EVENT GROUNDS.
3. ENTERTAINER AGREES TO BE LIABLE AND TO INDEMNIFY ALMFF FOR ANY ACTS OF NEGLIGENCE, OR ANY OTHER ACCIDENT, DAMAGE, OR OCCURRENCE CAUSED BY ENTERTAINER OR ANY MEMBER OF ENTERTAINERS TROUPE OR ANY PERSON TRAVELING WITH ENTERTAINER FOR ANY PURPOSE THAT MAY OCCUR DURING THIS EVENT OR AT ANY TIME WHILE UPON THE EVENT GROUNDS.
4. ENTERTAINER assures & agrees he/she/they have/has insurance for the troupe or is bonded or self-insured of reasonable amount for liability claims. Documentation must be on file.
5. ENTERTAINER agrees, in addition to signing this agreement, that he/she/they is/are an Independent Contractor(s) under this agreement and further agrees that by signing this contract verifies that he/she/they/it is an independent contractor and is not an employee or agent of ALMFF, and as such, said ENTERTAINER is solely responsible for its own payment of any federal, state or other taxes, licenses and liabilities related to compensation received under this contract.
6. ENTERTAINER guarantees that it has the power/authority to bind all troupe members listed on this agreement to this contract and all troupe members are individually liable under this agreement to all provisions of this contract.
7. Entertainer agrees to sign any federal or state tax forms necessary under this agreement.

Permits: ALMFF warrants and represents that it has obtained all approvals, permits, licenses and/or Variances necessary for the Performance.

Performance Fee: ALMFF agrees to pay ____ per day for ____ days, /or (circle all that apply) vending rights, tip/full hat rights, promo passes, camping, hotel, meal/beverage allowance or chit daily.

_____ acknowledges the receipt of \$_____.00 or other valuable considerations, with balance, if any of \$_____. Due Sunday ____/____/20____ at close of day .This is a rain or shine event ; in the event of inclement weather that suspends or terminates any portion of the allotted time for performances due to closing of the site or event due to inclement weather there shall be a reduction of the total fees due entertainer(s) as follows: one half day lost to inclement weather 50% fee reduction per day, one full day lost to inclement weather 75% fee reduction per day. Entertainer agrees to abide by all rules (available at almff.com) of ALMFF for the site and event.

Promotion: Buyer shall be responsible for promotion of the Performance. Performer shall provide (within 10 days of signing contract) buyer with a press kit and digital copies of PG promotional materials, to be used in our advertising.

Sound and setup at least 1 hour prior to the time of first performance, ALMFF shall provide _____ and their designated representatives sufficient access to the place of performance for setup and sound check.

Security: ALMFF takes reasonable precautions for the safety of everything and everyone on our site. Performer shall also take due and reasonable care for the safety of himself and all of his equipment. Performer shall NOT hold ALMFF liable in the event of accident, injury, theft, demolition, death or dismemberment. The performer understands that Oaksenj Inc. and ALMFF, its members, cast, crew, owners, agents or volunteers are liable for nothing whatsoever, at any time, before, during or after the festival.

Termination: Either party may refuse or terminate the performance due to violation of any law or regulation by the other party, or any situation that the party reasonably believes may be hazardous to any person or property. **Waiver of Liability :** This signed agreement releases Oaksenj Inc. and the Alabama Medieval Fantasy Festival and its agents from all liability relating to anything up to and including injuries or death. Or anything that may occur during any performance. _____ accepts full responsibility for incidents arising from his/her performance.

Cancellation: *If ALMFF provides written notice of cancellation of this agreement to the performer contact at the address listed above, by the following dates, the parties shall promptly take the following actions:* If ALMFF cancels at least 30 days or more before scheduled event, performer agrees to a timely(within 30 days) return of deposit, balance is negated. · 20 days before the date of performance. _____ agrees, balance is negated. If performer cancels he agrees to return deposit within 30 days and reasonably attempt to find a similar replacement performer ·If ALMFF cancels 10 days, but still before the date of performance ALMFF is obligated to pay one days performance fees if event is cancelled. If performer cancels he agrees to refund deposit within 30 days and to include inconvenience fee of \$250.00 · The Date of Performance Buyer promptly pays Performer full balance of Performance Fee. If performer cancels, he/she promptly pays the return of deposit and a \$370.00 inconvenience fee. The obligation of the both parties shall be excused by detention of key personnel by sickness, Accident, riot, strike, epidemic, act of God, Force Majeure or any other legitimate condition Beyond the control of the obliged Party. If such circumstances arise in the case of _____, he, shall refund the Deposit to the buyer and reasonably attempt to obtain replacement personnel, both parties shall comply with the notice of cancellation provisions described herein. Neither party shall be liable for indirect, special or consequential damages arising from any breach of this agreement. In the event of litigation concerning this contract all litigation shall take place in an Alabama Court. Entertainer agrees to keep confidential all business matters of ALMFF.

General: This agreement/contract will be governed by, and construed in accordance with the laws of the State of Alabama. The performer understands that the buyer is held not liable for performers actions, however to ensure the quality of the event an additional insurance policy is required by our venue. The performer will, provide proof of a standard million-dollar liability insurance policy with ALMFF receiving an additional insured certificate. Or to send a signed (available from any insurance agent) liability declaration stating that you are self-insured and insurance waiver. The Parties to this agreement, agree and consent to the jurisdiction of and venue in the city, county, state or federal courts in Greenville, Alabama in all disputes arising out of or relating to this agreement. In the event that any provision of this agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire agreement. It is the express intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. The failure by either party to act with respect to a breach by the other shall not constitute a waiver of the right to act with respect to subsequent or similar breaches. This agreement constitutes the entire agreement between the parties with the exception of any breaking of the participant agreement or site safety rules. Either lapse WILL result in immediate expulsion from the festival with no monies due from the buyer.

Additional Notes: _____ day all day event show in Greenville Alabama starting at 9:45 am _____/_____/20_____, _____/_____/20_____ and ending at 5:30 pm _____/_____/20_____.

I have read and agree to all terms as written in this Agreement. _____

ALMFF : Nancy Ardoin or Ro Terry /Event Coordinators

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Date: ____/____/ 20____

Performance Group: _____

Contact person _____

Address _____

Name and policy # of Insurance(if applicable): _____

Federal Tax I.D. # (FEIN-if applicable) _____

ALL MEMBERS OF TROUPE MUST BE LISTED, you may use a separate sheet.

Date: ____/____/20____