

Venue Name & Logo LIVE PERFORMANCE ADDENDUM

PLEASE REVIEW THOROUGHLY TO ENSURE ALL ITEMS ALIGN WITH YOUR VENUE OPERATIONS

This Addendum herewith attached to and made a part of the Agreement between _____, a non-profit corporation (“Presenter”), in connection with the *2025 VENUE Summer Concert Series* presented at VENUE (“Venue”) located at ADDRESS, CITY, STATE ZIP, and _____ (“ARTIST”) on DATE at TIME.

Presenter and Artist (collectively the “Parties”), intending to be legally bound, agree as follows:

1. As part of the Agreement, ARTIST agrees to complete an Internal Revenue Service W-9 Form and return same to PURCHASER with the signed contract, no later than thirty (30) days prior to Performance.
2. At Presenter’s discretion and expense, Presenter may video, film, photograph and/or make audio recordings (collectively, the “Material”) of the Performance. The Material may be incorporated in or used solely in connection with media productions created by or agreed to by the Purchaser for grant writing, promotional or archival purposes only. Presenter reserves the right to utilize IMAG screen for increased audience sight enhancement. The Presenter shall not use any of the Material for any “for sale” or commercial purpose whatsoever without written consent and approval by Artist under a separate agreement.
3. Artist hereby grants to Purchaser the right to use Artist’s name, image, likeness, and/or biography in connection with the production, exhibition, advertising, distribution and other exploitation of the products manufactured, distributed, licensed or sold by the Purchaser; including but not limited to: articles, promotional materials, concert merchandise (i.e. seasonal tee-shirts with summer series listed), television appearances and commercials, programming and interviews. In no event shall Artist be depicted as using or endorsing any product or service.
4. Should ARTIST have a tour sponsor(s), ARTIST will inform PURCHASER of such sponsor(s) in writing thirty (30) days before the Performance, and, in the event of any conflicting sponsorship issues, ARTIST will work with the PURCHASER to resolve them in a mutually satisfactory manner.
5. Presenter is further granted the right to use up to thirty (30) seconds of any single recording or excerpt from Artist’s pre-recorded work (CD, DVD, or other media) in promotions and advertisements for the Performance or for the Series, which may appear in television commercials, not-for-sale promotional CDs and/or on Presenter’s website.
6. Artist may sell CDs, DVDs, apparel, books, and posters on site at the Venue as long as the merchandise is the property of Artist to sell and has relevance to the Performance. Presenter shall have the right, at its discretion, to approve any merchandise to be sold and to refuse or limit the right of the Artist to sell merchandise. Merchandising sales may begin one (1) hour before the contracted Performance time and must conclude thirty (30) minutes after the Performance ends. Presenter will provide one six-foot table, lighting and two chairs to Artist for merchandise sales. Artist must provide staff, signage, and any and all sales tools needed to conduct the merchandise sales. Artist will operate and manage all merchandise sales and inventory and pay applicable taxes, if any. The split of merchandise sales revenues shall be 90% to Artist/10% to Presenter if Artist handles all sales, with Artist required to provide its own bank and track sales to provide final totals to Presenter after sales are completed. If Presenter handles sales of merchandise, said split shall be 80% to Artist/20% to Presenter.
7. In the event that this Performance is not permitted to take place due to rule, regulation, order or recommendation of any state, federal or local government agency or Presenter in response to any public health threat or national pandemic such as the outbreak of a highly communicable disease, this Agreement may be cancelled by Presenter upon written notice to Artist without further liability on either party. Such cancellation shall not be deemed a breach of contract and shall not give rise to any cause of action against Presenter. Presenter also reserves the right to renegotiate the terms of this Agreement should the Venue be forced to operate at a reduced capacity due to any public health threat, national pandemic, or government and/or federal mandate.
8. In the event an act of “force majeure”, including but not limited to, an act of God, riots, civil disorder, period of national mourning, rebellion, bomb threat, epidemic, pandemic, public health threat, state of emergency or any natural disaster (other than non-catastrophic inclement weather), renders it impossible or impracticable for Presenter to allow the Performance to take place, this Agreement may be cancelled by Presenter upon written notice to Artist without liability on either party. Such cancellation shall not be deemed a breach of contract and shall not give rise to any cause of action against Presenter.

9. In the event of unanticipated inclement weather or other circumstances beyond the control of the Presenter, other than those enumerated in the subsections above, which render it impossible or impracticable for Presenter to allow the Performance to take place, any cancellation by Presenter shall not be deemed a breach of contract and shall not give rise to any cause of action against Presenter but shall be subject to the following conditions:
 - i. If the cancellation is communicated to Artist, but Artist and/or Artist members have arrived at, or are in transit to, the Venue for the scheduled load-in, Presenter will pay Artist the full Artist Payment Fee, as set forth above; or
 - ii. If the cancellation is communicated to Artist at any time prior to noon on the day before the scheduled Performance, Presenter will pay the Artist fifty (50%) percent of the full Artist Payment Fee, as set forth above, provided, however, that said Payment shall be offset by any advance or deposit which may have been paid to Artist.
10. Regulations: Artist acknowledges that Presenter is producing the Performance pursuant to the terms and restrictions of license agreements, permits, consents and other approvals issued by the City of _____ and other government entities. The Artist agrees to comply with all regulations, prohibitions and other provisions as may be mandated by such entities.
11. Rules: Artist hereby acknowledges and agrees to Presenter's rules as follows:
 - i. Prohibited Substances: At all times during the Performance, Artist shall not have in Artist's possession or use or be under the influence of any illegal drugs or alcohol.
 - ii. Conduct, Dress and Behavior: Artist acknowledges and understands that the Performance is part of an all-ages outdoor concert series which is open to the public, and therefore Artist must refrain from use of profane language during the Performance. Artist shall refrain from display of signage or images, use of any props and wearing clothing during the Performance that would be inappropriate for a family-friendly environment and would be deemed offensive to the general public. Failure to follow this prohibition may result in a reduction of set time and may result in a reduction in Artist's compensation, at the sole discretion of Presenter.
 - iii. Sound and Lighting Levels: Artist shall comply with all applicable sound and lighting level ordinances as detailed by Presenter's production. Unless agreed to otherwise in a writing signed by both parties, Artist agrees to use only the sound and lighting services and personnel provided by Presenter for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by Presenter's sound and lighting personnel and will abide by them accordingly.
 - iv. Pyrotechnics: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display or in any way create a potentially hazardous condition for the audience; and
 - v. Fire and Smoking: The Venue is a non-smoking facility. Artist agrees not to smoke or have any open flames of any kind within fifty (50) feet of the Venue.
12. Artist warrants that, with regard to all copyrighted materials to be performed, Artist is duly licensed or otherwise authorized by the copyright owners or their authorized representatives to perform such materials. Artist indemnifies and holds harmless Presenter, its officers, agents, employees, directors and trustees from and against any and all claims, demands, actions, costs or liability based upon or arising out of the Artist's failure to secure all licenses or authorizations for copyrighted works listed or performed during the Performance, notwithstanding ASCAP, BMI, and SESAC licensing fees which will be the responsibility of Presenter, if applicable.
13. Artist agrees to comply with all existing federal, state, and local laws and ordinances applicable to Artist's Performance and to ensure like compliance by all persons and entities under the management and/or control of Artist. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of STATE governing contracts to be wholly performed in STATE.
14. Artist will defend, indemnify and hold harmless Presenter and Presenter's affiliates from and against all actions or claims for losses, expenses (including attorney's fees), damages and/or injuries to any person or property, arising out of or resulting from any breach by Artist's representations, warranties or agreements hereunder, or other actions including by not limited to acts of negligence, recklessness or intentional acts of Artist or Artist's support personnel before, during or after the Performance. Artist and its employees or agents hereby forever release Presenter and waive the right to bring suit against Presenter and its owners, officers, directors, employees, volunteers, trustees, and agents in connection with exposure to, infection from and/or spread of, COVID-19 in any way connected to the Venue.

IN WITNESS WHEREOF, the Parties, by their authorized representatives, hereto have executed this Agreement as of the day and year set forth above.

FOR ARTIST:

By:

Authorized Representative

Print Name

Email: _____

Phone: _____

Date: _____

Business Address: _____

VENUE

By:

Name, Title

Date: _____

REVISED _____