



# PERFORMING ARTIST AGREEMENT

**ARTIST:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**EVENT NAME:** \_\_\_\_\_

**EVENT DATE:** \_\_\_\_\_ **PERFORMANCE TIME(S):** \_\_\_\_\_

**PRFORMANCE LENGTH:** \_\_\_\_\_

**PERFORMANCE DESCRIPTION/DETAILS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AGREEMENT:** This agreement is made between \_\_\_\_\_ (“Artist”) and JUMP LLC (hereafter “JUMP” for Artist to present the performance under the terms described below.

**PERFORMER EXPECTATIONS:** Performers are invited to share their gifts and talents with the community to gain recognition for their work during our community events at JUMP. Performing Artists are welcome to display donation jars during their performance. If available, parking validation for Levels 3 or 4 will be offered to performers.

**TEARDOWN:** Artist will tear down immediately following the event, or during the timeframe listed on event timeline. Artist will leave the area(s) used by the Artist for the Performance in the condition they were upon arrival, removing all trash, decorations and props.

**ARTIST’S PERFORMANCE DISCRETION:** JUMP is a family-friendly environment with audiences representing a variety of ages. As such, all performances must be appropriate for all-ages. If you have questions or concerns, please contact your coordinator. Pyrotechnics, explosives or anything potentially harmful to people or property are prohibited.

**PROMOTION AND FUNDRAISING:** JUMP may advertise and promote Artist’s appearance and the Performance. JUMP will rely on terms in this Agreement in all promotional materials referencing the names, dates, and times of the Performance. JUMP is permitted to use the Artist’s name, photograph, likeness, and any other promotional material to increase attendance at the Performance and to market JUMP to potential sponsors, donors, guests/members, and other sources of funding.

**PHOTOGRAPHS:** Artist permits JUMP to take reasonable photographs or video recordings of the Performance for JUMP’s archival and promotional use and to publish the same on JUMP’S website and on its public media sites such as Facebook. JUMP claims no liability for recording, either audio or visual, of the Performance by any member of the public, media, or audience.

**CANCELLATION POLICY:** Either party may cancel the event and terminate this agreement by providing written notice to the other party no less than thirty (30) days prior to the scheduled date of the performance with no further obligation. The Artist will be responsible and shall pay to JUMP upon demand all costs incurred by JUMP in the event Artist cancels the event less than 30 days prior to the scheduled date of the performance.

Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

**LIABILITY:** The Artist is solely liable for, and shall indemnify, defend and hold JUMP harmless against any and all costs and damage incurred by JUMP and any and all damage to persons or property, in either case caused by or resulting from any negligent act or omission or any reckless or intentional misconduct on the part of the Artist or Artist's employees, representative, or agents arising out of the Performance or Artist's use of the premises.

With respect to music performed that is not the Artist's original music, the Artist represents and warrants the Artist has obtained the right to perform such music at the Performance, Artist will not perform any copyrighted material of others during the Performance without having fully complied with the applicable copyright laws. Artist will indemnify and hold harmless JUMP and its agents from any liability for any copyright infringement that arises from the Performance.

JUMP will not be responsible for any injury, loss, or damage that may occur to the Artist, Artist's employee's, representatives, agents, or their property and shall indemnify and defend JUMP against any action or claim made against JUMP. JUMP does not maintain insurance covering the Artist, Artist's employees or agents, or property. Artist is solely responsible to obtain any insurance necessary for covering such losses.

**GOVERNING LAW:** This agreement is governed by the laws of the State of Idaho. Artist and JUMP agree that the venue for any action brought to enforce any of the terms of this agreement or any action arising out of this agreement shall be in Boise, Ada County, Idaho.

**ASSIGNMENT:** Artist will not assign nor transfer any of its rights or obligations under this Agreement.

**DEFAULT:** If either party to this Agreement fails to perform any of the terms or conditions of this Agreement, that party is in default, and the non-defaulting party has all the rights and remedies available at law or in equity, and all such rights are cumulative.

**ATTORNEY'S FEES:** If any claim or action is instituted between parties to this Agreement to enforce or interpret its terms or arising from the breach of any provision of this Agreement, the prevailing party is entitled to receive from the other party all costs, damages, and expense, including reasonable attorneys' fees, incurred by the prevailing party regardless of whether the claim or action is litigated or prosecuted to judgment, including all costs and attorneys' fees associated with any appeal, consistent with Idaho Code 12-120.

The undersigned have the power and authority to enter into this Agreement and bind the parties to the Agreement.

**PERFORMING ARTIST**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**JUMP, Jack's Urban Meeting Place**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_