City of Glendale

Library, Arts & Culture Department

**PERFORMER’S LIVE MUSIC PERFORMANCE AGREEMENT**

This Agreement, effective , 20 (“Effective Date”), is between the City of Glendale (“City”), a municipal corporation, and                                                                   (“Performer”),  an individual  a group.

**PERFORMER’S INFORMATION:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address City State Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone FAX E-mail Social Security # OR

Tax Identification #

**City and Performer agree as follows:**

**1.0. SERVICES:** City hires Performer to perform one or more concerts (“Concert” or “Concerts”) described in Section 3.0. Under the terms and conditions of this Agreement, and in a professional manner, Performer must perform the Concert or Concerts.

**2.0. INDIVIDUALS COMPRISING PERFORMER:** Performer consists of the following individuals (“featured members”):

2.1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.2. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.3. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.4. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.5. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.6. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3.0. PERFORMANCE DESCRIPTION:**

3.1. Location of Concert:

3.1.1. Venue name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.1.2. Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.1.3. Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2. Number of Concert dates:

3.3. Concert Date: Concert Time:

3.3.1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ Start \_\_\_\_\_:\_\_\_\_ \_\_\_.m. End: \_\_\_\_\_:\_\_\_\_ \_\_\_.m.

3.3.2. , 20\_\_\_\_ Start: : .m. End: : .m.

3.3.3. , 20\_\_\_\_ Start: : .m. End: : .m.

3.3.4. , 20\_\_\_\_ Start: : .m. End: : .m.

3.4. Number of SETS Performer will perform: \_\_\_\_\_

Start Time: End Time:

3.4.1. SET 1: \_\_\_\_: \_\_\_\_ \_\_\_ .m. : \_\_\_\_ \_\_\_ .m.

3.4.2. SET 2: : .m. : .m.

3.4.3. SET 3: : .m. : .m.

3.4.4. SET 4: : .m. : .m.

3.5.  City  Performer must supply the sound system.

3.6.  City  Performer must supply the stage lighting.

3.7.  City  Performer must supply pre-recorded music:

before the Concert begins  between SETS  after the Concert ends

**4.0. SET-UP AND DEPARTURE:**

4.1. The venue will be available for set-up: Date:                                    , 20 Time: : .m.

4.2.At least one week before the set-up date and time, Performer must visit the venue to become familiar with it. City will arrange for the site visit on a day and at a time mutually convenient to City and Performer.

4.3.Performer must:

4.3.1. Complete all set-ups, technical arrangements, sound checks, and rehearsals at least            minutes before the Concert’s starting time listed in Paragraph 3.3; and

4.3.2. Gather its musical instruments, equipment, props, costumes, and personal belongings, and leave the stage or platform, at *least*            minutes after the Concert’s ending time listed in Paragraph 3.3.

**5.0. PERFORMER’S COMPENSATION:**

5.1. In exchange for Performer’s services and Performer’s fully performing this Agreement, City will pay Performer— by a mailed check to the address listed in the **PERFORMER’S INFORMATION** section on page 1 of this Agreement— within 60 calendar days after City receives an invoice that fully complies with the requirements in Paragraph 5.2:

5.1.1.  Flat fee of $ , in one payment.

5.1.2.  Other: , in the amount of $ .

5.2. On, before, or within 30 days after the date of the last Concert listed in Paragraph 3.3, Performer must send City an invoice by e-mail to City’s representative listed in Paragraph 38.2. The invoice must contain all of the following information:

5.2.1. The word “INVOICE”, Invoice Number, Invoice Date (*Invoice Date must not be before the date of the*

*first Concert listed in Paragraph 3.3*).

5.2.2. The words “BILL TO: City of Glendale”.

5.2.3. Date(s) of service(s) rendered.

5.2.4. Description of specific service(s) provided.

5.2.5. Total Amount Due.

5.2.6. Payment Instructions: “Make check payable to \_\_\_\_” (Performer’s name must match the name on the W-9).

“Remit to \_\_\_\_” (Performer’s name and address).

5.3. An invoice missing the information in Paragraph 5.2 may result in delayed payment or a returned invoice.

5.4. In the **PERFORMER’S INFORMATION** section on page 1 of this Agreement, Performer must provide a Social Security Number or a federal Tax Identification Number (TIN). Performer’s failure to provide this information may prevent or delay payment of Performer’s compensation.

**6.0. DEPOSIT:** City will not make an advance payment, submit a deposit, or post a bond.

**7.0. REIMBURSABLE EXPENSES:** Performer must arrange and pay for its own travel to and from the venue. Unless City states otherwise in writing, Performer will not receive reimbursement for Performer’s expenses, including, but not limited to: transportation, lodging, meals, costumes, equipment, or support personnel.

**8.0. CITY’S NOTICE OF CANCELLATION:** City— through its Director of Library, Arts & Culture or a designee— reserves the right to cancel one or more Concerts at any time and for any reason. If City needs to cancel one or more Concerts, City will give cancellation notice (by telephone, facsimile, e-mail, or in person) to Performer as soon as it is practicable to do so, and without unreasonable delay. If City cancels a Concert or this Agreement, City will not pay Performer any of the following:

8.1. The compensation described in Paragraph 5.1.1 or 5.1.2 above;

8.2. Performer’s costs or expenses for preparing for the Concert; or

8.3. Any other fee, cost, expense, or amount.

**9.0. PERFORMER’S NOTICE OF CANCELLATION:** If Performer needs to cancel one or more Concerts, Performer must give cancellation notice (by telephone, facsimile, e-mail, or in person) to City’s Library, Arts & Culture Department— to avoid Performer’s losing compensation, or paying to City “liquidated damages” (described in Paragraph 10.2)— within the following deadlines:

9.1. If Performer is cancelling for any other reason, ***at least 45 calendar days before a Concert’s first starting date and time listed in Paragraph 3.3.***

**10.0. COMPENSATION; LIQUIDATED DAMAGES - UPON PERFORMER’S CANCELLATION:** The following provisions govern City’s payment of compensation to Performer, and Performer’s payment of liquidated damages to City, for Performer’s cancellation of one or more Concerts:

10.1. Forty-five (45) or more calendar days before a Concert’s first starting date and time listed in Paragraph 3.3, if City or Performer cancels a Concert or this Agreement, City will not pay Performer any of the following:

10.1.1. The compensation described in Paragraph 5.1.1 or 5.1.2 above;

10.1.2. Performer’s costs or expenses for preparing for the Concert; or

10.1.3. Any other fee, cost, expense, or amount.

10.2. Forty-four (44) calendar days or less before a Concert’s first starting date and time listed in Paragraph 3.3, if Performer cancels a Concert or this Agreement, then:

10.2.1. Performer acknowledges that City will incur certain fees, costs, or expenses (including, finding a replacement performer, marketing, and advertising) that are not accurately determinable when Performer signs this Agreement; and

10.2.2. Performer must pay to City, or City may deduct from any payment that City owes Performer, “liquidated damages” in an amount equivalent to the full compensation described in Paragraph 5.1.1 or 5.1.2; and

10.2.3. City and Performer acknowledge that the amount in Paragraph 10.2.2 above, as liquidated damages, is reasonable under the circumstances existing when Performer signed this Agreement.

**11.0. SUBSTITUTE PERFORMERS; OTHER PERFORMERS:**

11.1. Because this Agreement is for the unique personal services of Performer, City will not owe Performer the compensation described in Paragraph 5.1.1 or 5.1.2, unless the performer performing the Concert or Concerts under this Agreement is the same Performer described on page 1 of this Agreement.

11.2. Except when City has cancelled one or more of Performer’s Concerts, Performer must perform each Concert through its last day. Without City’s prior approval, Performer must not:

11.2.1. Hire or use a substitute performer;

11.2.2. Replace a featured member listed in Section 2.0; or

11.2.3. Allow another performer (other than a featured member listed in Section 2.0), person, or group to perform on stage during Performer’s Concert.

**12.0. EXCUSE AND SUSPENSION; NON-PERFORMANCE OF CONTRACTUAL OBLIGATIONS:**

12.1. City and Performer will be excused from performing or fulfilling an obligation under this Agreement, if a condition or an event that is not City’s or Performer’s fault and that is beyond either one’s control (such as an act of God, natural disaster, war, public emergency, epidemic, physical disability of Performer, labor strike or disturbance) prevents or delays City or Performer from performing the obligation.

12.2. If Performer refuses or fails— whether partially, fully, temporarily, or otherwise— to perform or fulfill any one or more of this Agreement’s terms, Performer will be in violation of this Agreement, and:

12.2.1. City may suspend, terminate, or cancel this Agreement, or any part of it;

12.2.2. Performer must pay to City, or City may deduct from any payment that City owes Performer, “liquidated damages” in an amount equivalent to the full compensation described in Paragraph 5.1.1 or 5.1.2;

12.2.3. Performer acknowledges that City will incur certain fees, costs, or expenses (including, finding a replacement performer, marketing, and advertising) that are not accurately determinable when Performer signs this Agreement; and

12.2.4. City and Performer acknowledge that the amount in Paragraph 12.2.2 above, as liquidated damages, is reasonable under the circumstances existing when Performer signed this Agreement.

**13.0. CONTROL OVER PERFORMANCE:** City and Performer will have joint control over the production, presentation, and performance of each Concert.

**14.0. DIRECTOR’S APPROVAL:** Performer’s selection of content, or material, or both, for the Concert— including, but not limited to, Performer’s choice and presentation of music, audio, visual, and printed work— is subject to approval by the Director of Library, Arts & Culture or a designee. City is not bound by any constitution, bylaw, rule, or regulation of an organization to which Performer belongs.

**15.0. SECURITY AND SAFETY:**

15.1. City will determine the need for, and will furnish, security and safety personnel. City may use one or more persons for security and safety detail, including City’s Library, Arts & Culture’s employees, Police Department officers, Fire Department representatives, or other individuals.

15.2. Performer must fully:

15.2.1. Cooperate with security and safety personnel; and

15.2.2. Comply with any instruction or direction given by security and safety personnel.

15.3. At any time during Performer’s Concert, City may stop or end the Concert and may require Performer to leave the stage or platform if City— in its sole determination— determines that Performer:

15.3.1. Is causing the potential for injury to persons or property;

15.3.2. Commits slander; or

15.3.3. Incites listeners to an imminent threat of riot, civil disorder, or another unlawful act.

15.4. Performer and its featured members must not bring valuable personal belongings to the Concert. Additionally, City is not responsible for— and will not repair, replace, or pay for— Performer’s and its featured members’ musical instruments, equipment, props, costumes, personal belongings, or any other property damaged, lost, or stolen while at the venue.

**16.0. DRESSING ROOM:** Depending on the venue’s location, size, and accessibility— and upon Performer’s request— City may provide a costume changing area for Performer.

**17.0. PARKING:** City will set aside an area for Performer to load and unload its musical instruments, equipment, and merchandise. Depending on the venue’s location, size, and accessibility— and upon Performer’s request— City may provide one or more parking spaces for Performer, or its featured members, or both.

**18.0. TICKETS; SAVING SEATS; CONTRIBUTIONS:**

18.1. Because Performer’s Concert is part of a free series of concerts open to the public on a first-come, first-seated basis, Performer must not do any one or more of the following:

18.1.1. Issue tickets or reserve seats; or

18.1.2. Collect, or allow the collection of, contributions or donations to Performer, whether by basket, announcement at the Concert, or otherwise.

18.2. Before each Concert listed in Paragraph 3.3 starts, each featured member of Performer may admit a maximum of 1 individual.

**19.0. PERFORMER’S RESPONSIBILITIES:**

19.1. When Performer signs this Agreement, Performer must furnish City with promotional materials, such as photos or video clips, so that City may publicize the event and Performer.

19.2. Performer must inform City if City needs to place a parental warning in City’s promotional material about the appropriateness of Performer’s songs or lyrics for children under the age of 13 years.

19.3. If Performer, or a featured member, agent, employee, or representative damages or destroys City’s venue, property, or equipment, or any part of it, Performer must pay to City a sum equal to the cost of repairing the damage and restoring the venue, property, or equipment to its pre-damage condition.

19.4. Performer must comply with all (federal, state, county, local, City) laws, rules, regulations, orders, and procedures.

**20.0. RESTRICTIONS:**

20.1. Without City’s prior written approval, Performer must not bring into the venue, or operate or use within the venue, any:

20.1.1. Electric generator, internal combustion engine, motor, or machinery;

20.1.2. Oil, gasoline, combustible or flammable paint, fluid, or substance;

20.1.3. Flame or smoke effects, fireworks, explosives, or pyrotechnic device; or

20.1.4. Scenery, furniture, or props.

20.2. Performer must not:

20.2.1. Bring to the Concert— or consume during a Concert— an alcoholic beverage, controlled substance, narcotic, or illegal drug; or

20.2.2. Disparage or discriminate against any person, firm, entity, or organization— who attends, sponsors, or participates in the Concert— because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

**21.0. COPYRIGHTS:**

21.1. Performer represents that in playing or presenting the music and songs at each one of its Concerts under this Agreement, Performer:

21.1.1. Is not infringing on a copyright or another intellectual property right of a person or entity;

21.1.2. Has obtained, or will obtain, all licenses, permissions, or authorizations; and

21.1.3. Has paid, or will pay, all royalties, licensing fees, or other fees required for obtaining licenses, permissions, or authorizations.

21.2. Upon City’s request, Performer must provide City with evidence of Performer’s compliance with Paragraph 21.1.

**22.0. PUBLICITY:**

22.1. City will publicize one or more Concerts and Performer, as City deems appropriate, through one or more mediums, including, but not limited to: City’s publications, press releases, web site, social media, and government access television channel (GTV6). City may also use in its promotional material a photo, or an audio or video clip of Performer.

22.2. Performer may advertise the Concert through one or more mediums, including, but not limited to: advertisements, flyers, television or radio commercials, the internet, social media, and Performer’s website.

22.3. Performer must not post flyers, posters, advertisements, signs, or announcements on any City property (including the venue, public building, light pole, traffic signal or sign, and tree) to publicize one or more Concerts and Performer.

22.4. Upon City’s written notice to Performer, Performer must stop immediately its advertising and marketing campaign, and must take all reasonable steps to prevent further publication, republication, broadcast, or rebroadcast, when City determines that the advertisement or marketing campaign:

22.4.1. Is false, deceptive, or misleading;

22.4.2. Increases City’s liability, risk, or exposure;

22.4.3. Is injurious or harmful to City’s business, operation, reputation, or public image;

22.4.4. Is prone to impair the public’s confidence in City;

22.4.5. Fails to comply with this Agreement’s terms or conditions; or

22.4.6. Impedes, hinders, frustrates, delays, or affects this Agreement’s performance.

**23.0. PHOTOGRAPHS; RECORDINGS**:

23.1. Under this Agreement, Performer grants to City— without charge to City and without payment to Performer of any compensation, fee, royalty, or damages (now or later)— the exclusive right to:

23.1.1. Photograph and record (audio, or video, or both) all Concerts or appearances of Performer;

23.1.2. Keep and reproduce photographs, negatives, and recordings, or any part of them, by any method; and

23.1.3. Distribute, sell, or lease the photographs and recordings— or license or allow others to do so— for advertising or non-commercial purposes, as City may deem necessary or advisable.

23.2. Performer may photograph, audio record, or videotape a Concert, or any part of it. However, videotaping is limited to a single videographer and the services of a video crew are not permitted. The person videotaping the Concert on Performer’s behalf must use only a self-contained, battery-operated, portable video camera and battery lights, none of which require plugging into electrical receptacles or circuits.

23.3. Using City’s printed form, Performer must obtain the written consent of any individual— other than Performer or its featured members— whose image, name, voice, or likeness Performer intends to use for commercial or non-commercial purposes in one or more mediums, including, but not limited to: publications, advertisements, flyers, photographs, motion picture films, audio/video tapes, slides, television or radio commercials, the internet, social media, or Performer’s website.

23.4. Upon City’s request, Performer must provide City with evidence of Performer’s compliance with Paragraph 23.3.

**24.0. PROPERTY RIGHTS:**

24.1. Except as this Agreement provides, neither Performer nor City has the right to use— in any way— the name (commercial, trade, or otherwise), copyright(s), trademark(s), service mark(s), logo(s), insignia(s), or other identification of the other party without its written approval.

24.2. Performer grants City a royalty-free, non-exclusive license to use, reproduce, and display Performer’s name and logo for advertising, promoting, and marketing one or more of the Concerts under this Agreement.

24.3. City grants Performer a royalty-free, non-exclusive license to use, reproduce, and display City’s name for advertising, promoting, and marketing one or more of the Concerts under this Agreement.

24.4. Without City’s prior written approval, Performer must not use, reproduce, or display City’s corporate insignia in any document or medium, including, but not limited to: an advertisement, promotional material, television or radio commercial, the internet, social media, or Performer’s website.

24.5. Each party represents that it has the right, power, and authority to grant the license. The parties acknowledge that this Agreement does not convey or transfer any right, title, or ownership interest in a party’s name, logo, or insignia.

24.6. Upon this Agreement’s cancellation, termination, or expiration:

24.6.1. City must discontinue all uses, advertisements, and displays of Performer’s name, logo, and insignia. However, for a period of six (6) months after Performer completes the last Concert listed in Paragraph 3.3, City may distribute promotional materials in its inventory containing Performer’s name, logo, and insignia and City’s government access cable television channel (GTV6) may rebroadcast any video recording of a Concert; and

24.6.2. Performer must discontinue all uses, advertisements, and displays of City’s name, except that for a period of six (6) months after Performer completes the last Concert listed in Paragraph 3.3, Performer may distribute promotional materials in its inventory containing City’s name.

24.7. Upon City’s request, Performer must provide City with evidence of compliance with Paragraph 24.6.2.

**25.0. MERCHANDISE:**

25.1. At Performer’s option, Performer may offer for sale at the Concert CDs, DVDs, tapes, posters, photographs, books, memorabilia, shirts, caps, and other clothing with Performer’s logo. Performer will retain all proceeds from its sales.

25.2. Performer must not sell food, beverages, liquor, cigarettes, cigars, or drug paraphernalia.

25.3. To facilitate Performer’s merchandising, City will provide for Performer’s use a table and chairs set up in an easily accessible and visible area of the venue.

**26.0. INSURANCE:**

26.1. City maintains a program of self-insurance for general liability, covering bodily injury and property damage to audience members, which will be in effect during the Concert.

26.2. City’s program of self-insurance does not cover Performer’s and its featured members’ musical instruments, equipment, props, costumes, personal belongings, or any other property damaged, lost, or stolen while at the venue.

**27.0.** **INDEMNITY:** Performer must indemnify, defend, and hold harmless City and its officers, agents, employees, and representatives from and against any and all claims, demands, lawsuits, causes of action, damages, costs, fees, or expenses arising out of:

27.1. An act, error, or omission— while performing this Agreement— by Performer; or by an agent, employee, representative, or featured member of Performer; or by both; and

27.2. Performer’s infringement of a copyright, patent, trademark, or another proprietary right of a person or entity.

**28.0. PERFORMER’S RELEASE OF LIABILITY FOR DAMAGE TO PERFORMER’S PROPERTY; BODILY INJURY:**  Performer releases and holds harmless, will not make a claim against or sue, and waives a right of recovery against City and its officers, agents, employees, and representatives for:

28.1. Damage or vandalism to― or destruction, loss, or theft of― one or more of Performer’s musical instruments, equipment, props, costumes, personal belongings, or any other property; and

28.2. Bodily injury and personal injury to Performer, however caused.

**29.0. INDEPENDENT CONTRACTOR:** While Performer performs its Concert or Concerts under this Agreement:

29.1. Performer is an “independent contractor,” and is not an officer, employee, agent, partner, representative, or joint venturer of City.

29.2. Performer is not authorized to transact business, enter into contracts, or otherwise make commitments on behalf of City.

29.3. City does not provide any accident, medical, or disability insurance for Performer or its featured members. Performer is not entitled to receive from City a benefit, right, or emolument that City affords to its employees, including, but not limited to compensation, retirement, insurance, and workers’ compensation. Performer and its featured members are financially responsible for all those expenses.

29.4. Performer has sole responsibility for paying its personnel’s salaries, benefits, unemployment, and workers’ compensation; and making all necessary payroll deductions for its personnel, including: insurance, Social Security, Medicare, income taxes, and other applicable withholdings or taxes.

**30.0. RECORDS INSPECTION:** City may inspect, audit, and copy Performer’s advertisements, hand‑outs, and documents (collectively, “records”) relating to a Concert. Upon City’s request, Performer must make the records available to City for its inspection, auditing, and copying.

**31.0.** **TIME IS OF THE ESSENCE:** Except as this Agreement states otherwise, time is of the essence in this Agreement. Performer must comply with the time limits and deadlines imposed for performing every action that this Agreement requires.

**32.0. FURTHER ASSURANCES:** Upon City’s request at any time, Performer must promptly do all of the following to carry out this Agreement’s intent, purpose, and terms:

32.1. Sign, acknowledge, deliver, and have notarized any additional document or form that City may present to Performer; and

32.2. Take any further action as may be reasonable, necessary, or appropriate.

**33.0. ENTIRE AGREEMENT:**

33.1. This Agreement:

33.1.1. Represents the entire and integrated agreement between City and Performer; and

33.1.2. Supersedes all prior and contemporaneous communications, negotiations, understandings, promises, and agreements, either oral or written.

33.2. Any modifications or amendments to this Agreement must be in writing, signed, and dated by City and Performer.

**34.0. GOVERNING LAW; INTERPRETATION; HEADINGS; JURISDICTION:**

34.1. California’s laws govern this Agreement’s construction and interpretation.

34.2. This Agreement is the product of negotiation and compromise between City and Performer. Every provision in this Agreement must be interpreted as though City and Performer equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement’s language is uncertain, the Agreement must not be construed against the person causing the uncertainty to exist.

34.3. All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

34.4 If Performer or City brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. Performer and City acknowledge that they negotiated, entered into, and executed this Agreement in the City of Glendale, California.

**35.0. SEVERABILITY:** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement’s remaining terms.

**36.0. COUNTERPARTS:** This Agreement may be executed in counterparts, each of which is an original, but all of which constitute one and the same document. City and Performer must sign a sufficient number of counterparts so that each party receives a fully executed original of this Agreement.

**37.0 DIGITAL SIGNATURES:** City and Performer deem a copy of this Agreement, or any amendment to it, that bears a digital signature as having the same legal effect, for all purposes, as delivery of a signed original of this Agreement or the amendment, and each digital signature will have the same legal force and effect as a handwritten signature.

**38.0. NOTICES:** Notices that this Agreement requires must be sent to:

37.1. PERFORMER: At the contact information listed in the **PERFORMER’S INFORMATION** section on page 1 of this Agreement.

37.2. CITY: City of Glendale

Library, Arts & Culture Department

Contact Person:

Address:

Phone:

FAX:

E-mail:

**39.0.** **Additional Terms and Conditions.**

39.1.

39.2.

39.3.

39.4.

39.5

39.6.

39.7.

39.8

**PERFORMER AND CITY, THROUGH ITS DULY AUTHORIZED REPRESENTATIVE, HAVE EXECUTED THIS AGREEMENT ON THE DATE OPPOSITE THE PARTY’S SIGNATURE.**

**PERFORMER:**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CITY:**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director

Library, Arts & Culture

*City Attorney approved this Agreement as to form on July 1, 2021.*

**FOR LIBRARY, ARTS & CULTURE’S USE ONLY:**

**ACCOUNT #:                                                               AMOUNT: $                    CONTRACT AGREEMENT #:**