



## **PERFORMER AGREEMENT**

1. This agreement is made between the San Francisco Theater Festival, San Francisco, CA, a not-for-profit organization, here after called "Festival" and \_\_\_\_\_, here after called "Performer." "Performer" can, for the purposes of this agreement, represent an entire performing group and this agreement will bind all performers who are part of the group. The San Francisco Theater Festival desires Performer's participation in the Festival on July 26, 2009. Performer agrees as follows.
2. Performer understands that there will be no compensation for their performances at the Festival and no fees will be charged to Performer to participate. Performer shall be responsible for all of their own travel, lodging and transportation arrangements and any other expenses incurred in connection with their appearance at the Festival.
3. Performer agrees to show up one hour before their performance time(s).
4. Performer agrees to visit the venue to acquaint themselves with the space prior to the Festival, and if possible to meet at an agreed-upon time with the Festival's and Yerba Buena's or other venues' technical staff. Performer will discuss any technical issues or unusual aspects of the production with Festival staff beforehand.
5. Performer agrees to make available literature about their group and to have volunteers staff the outreach tables set up in the Yerba Buena Gardens, from 11 a.m. to 5 p.m. (Tables are optional.)
6. Performer agrees to have at least two volunteers at the Festival to help organize their performance. The volunteers will stay and continue to help in various capacities during the day.
7. No performance should exceed its allotted time slot. Performer agrees to abide by the time lengths stipulated so that the Festival stays on schedule.
8. Performer understands not to bring valuables to the Festival as the Festival and Yerba Buena facilities cannot be responsible for lost or stolen belongings. Festival is not responsible for Performer's equipment, props, costumes, or personal belongings; or for equipment or other property lost, damaged or stolen while at Festival. Festival and Yerba Buena will not repair or replace equipment.
9. If any portion of the Yerba Buena facility and equipment is damaged by any act, omission, default or negligence of Performer, his/her agents, employees or contractors, Performer shall pay to Festival a sum equal to the cost of repairing the damages and restoring the facility and/or equipment to the condition existing prior to such damage.
10. Performer shall not bring alcoholic beverages or any illicit drugs to the Festival and shall abide by California law pertaining to transportation or use of illegal substances.
11. Performer is not an agent of, authorized to transact business for, or to enter into agreements, or otherwise make commitments, on behalf of the Festival unless expressly authorized in writing by an officer of the Festival.
12. Performer shall not bring items for sale, engage in any commercial activity, or in any direct solicitation of funds in or around any venue during the Festival. Performer may distribute, at no charge to Festival attendees, flyers, postcards or like materials advertising future performances. Performer may solicit subscriptions to mailing and/or ticket sales lists.

13. The Performer hereby agrees to release, indemnify, and hold harmless the Festival, and its board of directors, officers, agents and employees from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to Performer's work at the Festival. The Performer is considered a volunteer private contractor and not an employee of the Festival.
14. The Performer further states that they are cognizant of all the inherent dangers and risks involved in this activity, including bodily injury. Performer agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to Social Security laws, Workers Compensation Insurance and Public Liability Insurance.
15. Performer understands that the Festival does not provide any Accident or Medical Insurance and that they are required to provide their own. Performer hereby agrees that they are financially responsible for all such expenses whatsoever.
16. Performer represents that in performing their act under the terms of this contract, they are not infringing on the property right, copyright, patent right, or any other right of anyone else; and if any suit is brought or a claim made by anyone, that anything in connection with the ownership or the presentation of said act or appearance is an infringement on the property right, copyright, or patent right, Performer will indemnify the Festival against loss damage, cost, attorney's fees or other loss.
17. Performer agrees to cooperate with efforts by the Festival staff to promote the Festival to media and any other promotional avenue. Festival is free to advertise the event and the Performer to any extent and through any medium desired, as it deems appropriate, using promotional materials such as photos or video of Performer, in connection with the promotion of the Festival this year and in the future. Performer agrees to be photographed or videotaped during the festival.
18. Neither Performer nor Festival shall be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond their reasonable control including, but not limited to: Performer's proven detention by sickness or injury; civil tumult; strike; lockout; epidemic; war; fire; act of God, or other condition beyond the reasonable control of Festival affecting the availability of accessibility of the facility. Festival reserves the right to cancel the performance or schedule another artist in the event Performer is unable to perform as scheduled. In the event of cancellation caused by a condition described herein, neither party will have any financial obligation to the other.
19. Any controversies between the parties shall be resolved through arbitration to be agreed to by the parties.
20. Each person signing on behalf of the parties to this Agreement represents and warrants that they have full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party.
21. This Agreement represents the entire understanding of the parties and may not be modified except by written agreement of the parties and supersedes all prior written and /or oral agreements.

Agreed to:

By: \_\_\_\_\_  
**Performer, Date, Performing Group Name**