



BOROUGH OF HIGH BRIDGE

97 WEST MAIN STREET, HIGH BRIDGE NJ 08829-1900

P: (908) 638-6455 - F: (908) 638-9374

AGREEMENT BETWEEN HIGH BRIDGE AND PERFORMER

This agreement is made between _____ **with an address at**
_____ (“Performer”), which is a group or individual who
will be performing, and the
Borough of High Bridge with an address set forth above. (“Presenter”).

1. Name and Address of Location of Performance:

2. List Name(s) of Performers: _____

3. Contact Person for Performers: _____

Cell Phone Number: _____ Email Address: _____

4. Date(s) of Performance(s): _____

Set-up time: _____

Start time: _____ Finish time: _____

5. Compensation agreed upon: _____

6. Presenter will make payment upon completion of performance, unless otherwise agreed in writing.

7. Presenter will provide electricity and unlock electrical boxes at agreed set-up time.

8. Performer will be responsible for setting up sound and all other equipment and, unless otherwise specified, have a qualified person at the performance to operate the equipment during the performance.

9. **Force Majeure:** If the performance cannot reasonably be put on because of unpredictable occurrences, such as an act of nature or of a federal, state, or municipal government, if it is 7 or more days before the performance, 0% of agreed payment will be paid to Performer. If it is less than 7 days, 25% will be paid. At Presenter’s sole discretion, a substitute concert may be scheduled on such terms as are mutually agreeable to the parties, in which case a new agreement reflecting this will be signed by the parties. No damages may be sought by Performer if the performance is cancelled because of force majeure.

10. **Recording Performance:** No part of the performance shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a written agreement between Performer and Presenter permitting such recording, reproduction or transmission.
11. **Cancellation of Performance:** If weather forces a cancellation of the performance, which decision will be in the sole discretion of Presenter, Performer will be compensated 50% of the agreed price and the performance will be rescheduled at the sole discretion of Presenter. The remaining 50% will be paid on the rescheduled performance date, if applicable. If Performer cancels for any reason, Performer will not receive any compensation.

If the performance is cancelled by Presenter with no cause within 1 week prior to the performance, Performer will be compensated 50% of the agreed price. Presenter otherwise will have the sole discretion to cancel the performance for any reason with or without cause and will not owe any compensation to Performer, except with regard to a cancellation for weather as provided above.

12. Performer agrees to indemnify and hold harmless Presenter for any damages or injuries caused as a result of any action or inaction, whether through negligence or otherwise, by Performer.
13. The attached Release and Waiver is incorporated into and made a part of this agreement.
14. The person signing below on behalf of the Performer represents that the person has the authority to sign on behalf of the group, if applicable, and the persons listed above as being the Performers and that they are fully bound by and agree to the terms of this agreement.

For the Presenter (signature) Date

For the Performer (signature) Date

Name (printed): _____

Name (printed): _____

SIGN ALL COPIES: ORIGINAL SIGNATURES REQUIRED.

To Performer: Please retain one signed contract for your files and return the other signed contract to Presenter as soon as possible.

Claimant's Certification & Declaration

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Vendor Signature

Date

Official Position

Tax I.D. or Social Security #