

Topanga Days 2009 Performance Agreement

This contract (the "agreement") is made and entered into _____, 2009 (The "Execution Date"), BETWEEN the Topanga Community Club (the "Purchaser") and the Band/Artist: _____

Please List Band Members: _____

(individually and collectively the "Performer"), for performance at the Topanga Days Country Fair (the "Event") to be held at 1440 Topanga Canyon Blvd, Topanga, CA 90290. The entertainment to be provided by the Performer is generally described as 1 Musical Set at the start time, set length, and stage designated on the Event Schedule (the "Performance").

- Load-in is no less than ONE HOUR before Performance.
- Performer will be given one admission wristband per band member, and Food Tickets for use in purchasing food at the Topanga Community Kitchen. Additional food and drinks will be available at backstage hospitality.
- There is very limited parking on-site. Main Stage and Inside Stage Only: ONE Temporary Parking Pass will be issued for load-in but vehicle MUST be removed after performance and parked on Topanga Canyon Blvd for the remainder of the day. Please provide name of Parking Pass recipient below. Shuttles will be provided to take people and equipment to the venue.
- The Purchaser may use the Performer's name, photographs, and other likenesses on Purchaser's publicity flyers, souvenir programs, event memorabilia, and other merchandising materials that list the major Event performers. The Performer agrees to list the Performance on its websites, including but not limited to its Official Website, Facebook, and Myspace sites; to provide links from such sites to Purchaser's Websites, and to promote the show in local media appearances and as appropriate.
- The Performer may offer CDs, DVDs, T-Shirts, tapes and other such items for sale at the Performance and keep 100% of the proceeds. Any picture or recording of the Performance obtained by the Purchaser during the event may be used to promote future events. The Topanga Days Fair is sponsored by local radio stations, and portions of Recordings made at the Fair may be used for radio promotion and broadcast on the dates of the Fair.
- The Purchaser warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Event. Performer warrants and represents that it has obtained any and all performance rights, licenses or approvals for the Performance. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. "Topanga Days" is a trademark of the Topanga Community Club and performance at the Event does not constitute endorsement of Performer nor grant license to use of the Topanga Days name.
- The Performer agrees to use the backline instruments and sound system provided by the TCC, and to bring any additional equipment needed.
- Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. The Performance will not contain any lewd or indecent acts, images or language.

Signatures: Topanga Days Music Coordinator: _____ Date: _____

Performer/Representative: _____ Date: _____

Please Print your Name _____

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Please scan and email stage layout diagram, and address any technical questions, to the Stage Director liaison Jaime Scher at jaimesch@gmail.com

Performer: _____ Website: _____

Contact for technical coordination: _____ Phone: _____
Cell _____ Email: _____ Fax: _____

Members (Name and Instrument): _____

PARKING PASS GOES TO: (Name) _____

