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# WELLAND FLOATFEST 2017 ENTERTAINMENT AGREEMENT

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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017

BETWEEN:

Welland Floatfest (herein called "Organization")

and

\_\_\_\_\_  
(herein called the "Entertainment")

WHEREAS Welland Floatfest is organizing and sponsoring an event call the "Welland Floatfest" (Floatfest) to be held at Scuba Park, in the City of Welland, in the Province of Ontario, on July 30th, 2017.

AND WHEREAS the Organization wishes to enter into an agreement with the Entertainment to perform at Floatfest as is agreed upon herein.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements herein including a one hour musical set including set up and take down with set time to be advised by our Entertainment Chair closer to the event and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. The Entertainment shall play for one hour on a voluntary basis.
2. The Entertainment shall attend Floatfest and be available at least one hour before the scheduled time to go on stage on Sunday, July 30th, 2017.
3. All band equipment can be driven in and unloaded from Floatfest Lane and carried to the stage. Please prepare for that. THERE WILL BE ABSOLUTELY NO VEHICLES ALLOWED ON THE GRASS FOR SAFETY REASONS WITH VENDORS AND PATRONS PRESENT.
4. All equipment & amenities are the sole responsibility of the Entertainment. The Organization will supply the stage (showmobile) and sound ONLY.
5. The Organization will not provide overnight security on the site and will not be responsible for loss or damage to the Entertainment's gear or belongings.
6. The Entertainment agrees to indemnify and hold harmless the Organization from and against any and all claims, including without limitation, claims for personal injury or loss or damage to property arising from or out of any matter whatsoever, which occurs as a result of the Entertainment's action or inaction in connection with the operation of Floatfest. This indemnity includes compensation for costs, counsel fees, expenses, and liabilities incurred through any such claim.
7. The Entertainment agrees to return a signed copy of this Agreement to the Organization through Leanna Villella, Vendor Chair at 59 Church Street in Welland, Ontario.
8. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings under the terms of the Agreement when the delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
9. No change or modification of this Agreement shall be held valid unless it be in writing and signed by each party.

10. This Agreement is not assignable without the prior written consent of the Organization. Any attempt to assign any of the rights, duties or obligations of this Agreement without written consent is void.
  11. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.
  12. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
  13. The parties each acknowledge having obtained their own independent legal advice with respect to the terms of this Agreement prior to its execution.
  14. This Agreement shall enure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties.
  15. Each Entertainment is solely responsible for the proper design, fabrication, erection, and dismantling of their booth, tent, canopies, signs and displays. It is the Entertainment's responsibility to properly secure all of these items so as not to pose a danger (during both favourable and adverse weather conditions) to any other person or property.
- IN WITNESS WEHEROF the parties have hereunto set their hands and seals on the day and year first written above.

SIGNED and DELIVERED

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Witness

Welland Floatfest

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Name:

I have authority to bind this agreement.

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Entertainment Name:

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Telephone Number: