

Performance Artist Contract

FESTIVAL/SPECIAL EVENT PERFORMANCE AGREEMENT THIS AGREEMENT, made this _____ day of _____, 20___, is for the services of music and/or entertainment described below between the undersigned entertainer(s) (includes accompanying musicians as described below, hereinafter referred to as "ARTIST") and the buyer who is to conduct an the event listed below (hereinafter referred to as "BUYER"). Business will be conducted through designated agent or representative (hereinafter referred to as "MANAGER").

Artist Name and Performance Type _____

A. BUYER will conduct the Event known as: 2017 House of Insanity Haunted House and Halloween Festival

B. BUYER desires to allow ARTIST(s) as an independent contractor to provide the entertainment generally described below (the "Performance") on the following days and ARTIST(s) agrees to provide such Performance at said Event.

C. Expected Dates Artist can perform:

D. Location of Concert: The physical location of the Concert is:

Salvage Texas LLC
20501 E IH 10 Luling TX 78648

E. Recording, Reproduction or Transmission of Performance: BUYER will be recording and filming certain nights and parts of the event. ARTIST agrees that BUYER can photograph and film them and their performance and use it in any marketing material related to the event.

F. Excuse of Obligations: BUYER and ARTIST(s) shall be excused from their obligations in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control. No refunds will be given to artists purchasing the performance artist package unless the entire event is cancelled.

G. Indemnify for Copyright Infringement: ARTIST(s) represent and warrant that they are knowledgeable about the copyright laws of the United States as applicable to the Performance. ARTIST(s) shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws. In the event that ARTIST(s) breaches this representation, warranty and covenant, ARTIST(s) hereby agree to INDEMNIFY AND HOLD HARMLESS BUYER and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of said breach.

H. Independent Contractor: ARTIST(s) acknowledges that he or she is an independent contractor and not an employee of BUYER. ARTIST(s) shall have sole control and direction in the conduct

of the Performance.

I. Merchandising: ARTIST(s) may, during the 2017 Halloween Festival, sell any goods, products, merchandise or services (other than the services provided herein) on the grounds of the Concert.

J. Promotion: BUYER shall be entitled to advertise and promote the appearance of ARTIST(s) at the 2017 Halloween Festival. ARTIST(s) acknowledges that BUYER will rely on the terms in all such promotions and advertising and in the brochures to be printed. ARTIST(s) hereby acknowledges and agrees that BUYER may use ARTIST(s) name, photograph, likeness, facsimile signature and any other promotional materials in all such promotions, advertising or other activities used to increase attendance at the 2017 Halloween Festival.

K. Parking: BUYER shall provide parking spaces for vehicles in a location of close proximity to and with direct access to the backstage area where Performance will take place on the date(s) of Performance.

L. Passes & additional items given to artist from buyer: BUYER shall provide TWO season passes for the Halloween festival for the artist(s) for each performance artist package purchased and a campsite for the nights that the artist requests at our Haunted Campgrounds.

GOVERNING LAW: This AGREEMENT shall be governed by the laws and in the courts of the State of Texas and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the AGREEMENT shall take place in the county of Guadalupe, in the State of Texas.

Your signature below will constitute this as a binding agreement.

DATED: _____

For ARTIST(s)

Signature _____

Name _____

Address _____

City/State/Zip _____

Telephone _____

For BUYER

Signature _____

Name _____

Address _____

City/State/Zip _____

Telephone _____