



Indianapolis Artsgarden Performance Agreement

- Engagement:** The Arts Council of Indianapolis, Inc. (ACI), owner and operator of the Indianapolis Artsgarden, engages Artist, and Artist agrees to perform in the Artsgarden at the assigned date and time for the compensation specified. ACI provides artist with use of the house sound and lighting system. **Artist must submit all required performance paperwork to Artsgarden Coordinator within three (3) weeks of receipt. If all requirements are not received within this time, performance engagement is subject to cancellation.** Sound check must be completed at least fifteen (15) minutes prior to the scheduled performance start time.
- Schedule:** Artist understands that the above scheduled performance must begin and end on time. Artist may be scheduled as part of a festival line-up and artist must maintain the performance schedule.
- Payment:** With completion of performance paperwork (contract, tax, and technical forms), payment (if applicable) will be made immediately following the performance.
- Acknowledgment:** Artist acknowledges that the Indianapolis Artsgarden is a public performance venue. Therefore performances must be appropriate for all people and ages. Appropriate content is at the sole discretion of the Indianapolis Artsgarden Director.
- Indemnification:** Artist agrees to indemnify and hold Indianapolis Artsgarden, ACI, Circle Centre Development Corp., and Simon Property Group, L.P., their respective employees, trustees, officers, representatives, agents, and volunteers harmless from and against any and all suits, claims, demands, costs, damages, counsel fees, charges, liabilities and expenses which may at any time be sustained by consequences of any negligent or wrongful act of Artist, its employees, agents or representatives. Artist further accepts all responsibility and risk-on-site pertaining to adverse weather, theft, fire, vandalism, accident, Act of God, and the like.
- Sponsorship:** Artist agrees not to solicit sponsors for any Artsgarden activity, or promote other activity without the prior written approval of the Artsgarden Director.
- Rebroadcast:** ACI reserves sole rights to photograph, video, film, record, and rebroadcast any and all performances, in whole or in part, unless otherwise agreed to in writing by both parties.
- Merchandise:** Performing Artists may sell CD's from ½ hour before and after their performance.
- Equal Opportunity:** ACI is an equal opportunity employer and does not discriminate because of race, color, religion, sex, or national origin.
- General:** Artist has read, understands, and accepts the terms of this Agreement. If any of the terms, conditions, or provisions of the Agreement are deemed unenforceable, the enforceability of the remaining terms, conditions, or provisions shall not be affected.
- Cancellation:** If funding circumstances change, the Arts Council of Indianapolis reserves the right to cancel this contract at any time prior to the event.

The Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

Performance Date: _____

Date Signed: _____

By: _____
Artist/Representative

Date Signed: _____

By: _____
Arts Council of Indianapolis

Performance Check (if applicable) should be made payable to: _____

Federal ID/SS Number: _____