



HYMERS AGRICULTURAL SOCIETY MUSICIAN'S CONTRACT

This Contract is made effective as of _____(DD/MM/YYYY) by and between the Hymers Agricultural Society, the "Client", of the First Part and _____, the "Performer", of the Second Part.

DESCRIPTION OF SERVICES

Beginning on _____(DD/MM/YYYY) at _____ (start time) until _____ (end time), the "Performer" will provide to the Hymers Agricultural Society for the _____(YYYY) Hymers Fall Fair Main Stage, for a presentation of live music.

PERFORMANCE OF SERVICES

The "Performer" shall arrive at the Main Gate of the Hymers Fall Fair fairgrounds at least one half hour before the scheduled start time to have equipment transported to the Main Stage. Music shall be performed for the duration of the agreed upon time. The live music presentation should include country, bluegrass, old rock, or fiddle music. Complete sound system with backline (drums, guitar amps and bass amp) will be provided. Free entry to the fair on the day of performance will be provided one entry to each band member agreed upon. Light snacks and refreshments will be provided backstage. Gate passes, if not provided in advance, will be provided upon arrival at the Main Gate.

PAYMENT

In full consideration of all services rendered by the "Performer" at the Hymers Fall Fair, the Hymers Agricultural Society agrees to pay a fixed fee for the performance of musical services listed in this Contract, in the amount of \$_____, the "Fee". The Hymers Agricultural Society shall pay this "Fee" promptly upon completion of the musical performance by the "Performer". The "Performer" agrees that the "Fee" is inclusive all expenses, accommodations, traveling expenses to and from the Hymers Fall Fair fairgrounds and covers any costs incurred by the "Performer" whatsoever, except as expressly provided in this Contract.

CHANGES IN SERVICES

Adjustments of this contract may be agreed to in writing by both parties without affecting the validity of this agreement.

INDEMNIFICATION

The Hymers Agricultural Society and the "Performer" agree to indemnify, hold harmless and defend each other from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs arising therefrom, including the cost of defence, settlement and reasonable attorney's fees, which they may incur as a result of death or bodily injury to any person, destruction or damage to any property, or any violation of laws, regulation, permits or approvals, to the extent such damage was caused by (i) the breach by either party of any term or provision of this Contract, or (ii) any negligent or willful act or omission of the parties, their members or agents. In no event shall either party be liable to the other for any special or consequential damages, however incurred or assessed.

FORCE MAJEURE

With the exception of the obligation to pay for services already rendered, neither party shall be liable for its failure to perform under this Contract due to events beyond its reasonable control which prevent said musical performance, including but not limited to: acts of God, accident, fire, explosion, flood, war, riot or sabotage; compliance with governmental requests, orders, actions, regulations or laws, revocation and/or modification of permits or other approvals; breakage or failure of equipment; strikes, lockout or injunction; or any other event beyond the reasonable control of either party.



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"Client": Hymers Agricultural Society
47 Hymers Fair Drive
Kakabeka Falls, Ontario
P0T 1W0
807-475-8586
info@hymersfair.com
Per _____, President
Signature of President for the Hymers Agricultural Society

"Performer": _____
Address _____

Phone Number _____
Email _____

Leader's Name or Agent for "Performer"

Signature of Leader or Agent for "Performer"

Names of Musicians:

