



**Dumbarton Concerts/Inner City-Inner Child, Inc.
3133 Dumbarton Street NW, Washington, DC 20007**

--- ARTIST CONTRACT ---

This Agreement is made and entered into on this ____ day of _____, 2016, between Dumbarton Concerts/Inner City-Inner Child, Inc. (the "Presenter") and _____ (the "Artist"), whose address is _____.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained the parties agree as follows:

1. EVENT

Presenter engages Artist, and Artist agrees to perform the services more fully described below (the "Event"):

Venue:

Department of Labor Child Development Center, 200 Constitution Avenue NW, Washington, DC 20210,
Room N-1450

Date and Time:

August 30, 2016, 10am – 12pm

Description of Services:

- Two hour professional development workshop, "Children's Books: The Musical"

2. COMPENSATION

- a) Dumbarton Concerts/Inner City-Inner Child, Inc. shall pay as full consideration for Artist's services at the Event and Artist's fulfillment of all of Artist's obligations hereunder, the sum of \$500 (Five Hundred dollars), to be paid after the completion of the services.
- b) Checks shall be made payable to _____ whose address is _____ and whose ☐ Social Security Number or ☐ Federal I.D. Number (please check one box) is _____

3. EXPENSES PAID BY PRESENTER

The Presenter will not pay any additional expenses for this event.

4. EXPENSES PAID BY ARTIST

The Fee shall include, and Artist shall furnish the fully rehearsed production of the Event. Artist shall also be responsible for all transportation and lodging costs that may arise.

5. REPERTOIRE

- (a) Artist shall perform repertoire as shall be mutually agreed upon between Presenter and Artist.

6. SPONSORSHIP AND FUNDRAISING

- (a) Artist recognizes that Dumbarton Concerts/Inner City-Inner Child, Inc. may arrange for the Event to be sponsored and/or underwritten in whole or in part by a commercial or noncommercial entity. In the event that such sponsorship is undertaken, Presenter will provide credit to such sponsor or underwriter in publicity, advertising material and house programs. Artist shall cooperate with and support such underwriting. Artist shall have no claims to any of the proceeds of such underwriting or sponsorship.
- (b) In the event that the Presenter secures grants, fellowships or other financial assistance ("Funding") of any type for Artist's performance and such Funding by its terms must be paid directly to Artist, the amount of such Funding will be deducted from the Fee.
- (c) Artist shall provide no recognition of sponsors, underwriters, contributors, patrons, donors or any other funding source, in any printed or audio-visual publicity, promotional or advertising materials used in any way in conjunction with the presentation of the Event, (including, without limitation, programs and posters) without prior written consent of Dumbarton Concerts/Inner City-Inner Child, Inc.'s Director of Development which may be granted or withheld in Dumbarton Concerts/Inner City-Inner Child, Inc.'s sole discretion.

7. ARTIST HOLD HARMLESS AND WARRANTIES

- (a) Artist covenants, warrants and represents: (1) that Artist has full right and power to enter into this Agreement and to perform on the date(s) and at the place of performance set forth herein; (2) that performance of the Event by Artist will not violate or infringe any copyright, right of privacy or publicity or other statutory or common law right of any person or entity; (3) that Artist has or shall secure and pay for rights, permissions, and licenses from necessary parties, with the exception of performing rights societies – ASCAP, BMI, SESAC -- to perform the Event; (4) that Artist's performance will not defame any person or entity.
- (b) Artist shall indemnify, save and hold harmless Presenter from any liability, damages, or claims or expense which arise from or relate to Artist's acts or failure to act in the Event, including attorney's fees and costs, sustained or incurred by the Presenter, resulting from: (1) breach of its covenants, warranties and representations; (2) the defamation of any firm, person, or corporation; (3) any and all loss and/or damage to the Presenter caused in part or in whole by Artist and/or persons under the direction or control of Artist; (4) Artist's failure to perform any of its obligations under this Agreement; and (5) all claims, losses and damages of any kind on nature sustained by any person or entity arising from acts of commission or omission of Artist. (c) Artist further shall assume, at its own expense, the defense of the aforesaid losses, damages or claims or of any actions based thereon.
- The representations, warranties and indemnities contained herein shall survive the expiration or termination of this Agreement.

8. MISCELLANEOUS

(a) FORCE MAJEURE

- (i) Should any matter or condition beyond the reasonable control of either party ("force majeure") (such as, but not limited to war, public emergency or calamity, strike, labor disturbance, fire, breakdown of mechanical or electrical equipment, casualty, physical disability, illness, earthquake, flood, Act of God, terror or other disturbance, or any governmental restriction whether federal, state or local) prevent performance by a party to this Agreement then this Agreement may be terminated by the Presenter and no compensation, fees or costs shall be due to Artist.
- (ii) The term of this Agreement shall not be extended and neither the Presenter nor Artist shall be obligated under this Agreement during any other period in substitution for the period, if any, when performance is prevented by the force majeure; and the Presenter shall not be obligated to furnish the theater or any part of the Dumbarton Concerts/Inner City-Inner Child, Inc. building to Artist for use during any other period in substitution for the period, if any, when performance is prevented by force majeure.
- (iii) Failure by the Presenter for any reason to agree to proposals of a labor union relating to employment by the Presenter which results in a strike, lockout, or labor disturbance which prevents performance by Presenter shall constitute a force majeure.

(b) ASSIGNMENT

- (i) Artist shall not transfer, assign, hypothecate, encumber or in any other way transfer this Agreement or any right or interest therein, voluntarily or involuntarily, without the written consent of the Presenter and any purported assignment or transfer in violation hereof shall be null and void.
- (ii) In the event that all or substantially all of the assets of Artist are placed in the hands of a receiver or trustee or should Artist make an assignment for the benefit of creditors or be adjudicated a bankrupt, or should Artist institute any proceedings under any law of bankruptcy, liquidation or reorganization, or should any involuntary proceeding be filed against a party to this Agreement under any such laws, this Agreement

shall not become an asset in any such proceeding and Artist shall be in default under this Agreement and the Presenter may terminate this Agreement upon notice thereof to Artist.

(e) TERMINATION OR CANCELLATION

(i) Presenter may terminate this Agreement if Artist breaches or threatens to breach any of the terms of this Agreement in which event the Presenter may, in addition to any and all rights and remedies of the Presenter under law and/or this Agreement, remove all equipment and/or property of Artist from the Dumbarton Concerts/Inner City-Inner Child, Inc. building at Artist's sole expense and further, in such event, Artist shall reimburse the Presenter for all amounts spent by the Presenter on preparation and advertisement for the Event and for refunds for advance ticket sales to the Event.

(ii) Presenter reserves the right to terminate this Agreement if, in its sole judgment, performance of the Event may pose a danger to the Dumbarton United Methodist Church building or any building in which the event will occur or to persons in or around the Dumbarton United Methodist Church building or the building at which the event will occur.

(iii) Dumbarton Concerts/Inner City-Inner Child, Inc. reserves the right to cancel this Agreement should Artist not obtain the proper and applicable work visas or work authorization necessary under the laws of the United States to work at Dumbarton Concerts/Inner City-Inner Child, Inc.. Artist's inability for any reason to obtain the necessary visas or work authorization shall be deemed a force majeure as described in section (c) of this Paragraph.

(iv) Nothing in this Agreement shall require the Presenter to use the services of Artist or to afford Artist an opportunity to perform at the Event, or otherwise. Presenter shall have fulfilled its entire obligation to Artist under this Agreement by paying Artist the Fee under Paragraph 2 of this Agreement.

(f) WAIVER OR MODIFICATION

(i) This Agreement contains the entire understanding and agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior understandings or agreements between the parties. This Agreement shall not be modified, changed or altered and no provision hereof may be waived, without the prior written consent of both parties.

(ii) Failure of any party to timely enforce any of the terms or provisions of this Agreement shall not constitute a waiver of any such terms or provisions in the future; such terms and/or provisions shall continue in full force and effect.

(g) COMPLIANCE WITH LAWS

(i) Artist shall comply with all rules and regulations governing Dumbarton Concerts/Inner City-Inner Child, Inc. and the Dumbarton Concerts/Inner City-Inner Child, Inc. building and with all rules, laws, ordinances, regulations and order of governmental authorities, including non-discrimination requirements.

(ii) Artist further agrees that Artist and all personnel furnished or engaged by Artist shall abide by and conform to the rules of the Presenter during the term of this Agreement and that without limiting the foregoing Artist will pay for breakage or damage to property sustained or caused by Artist or by such personnel (and Presenter shall have the right, at its election, to apply and offset the costs of such breakage or damage against the Fee payable to Artist hereunder).

(h) UNIONS

(i) Artist shall comply with all labor laws and all rules, regulations and contracts of the Presenter regarding labor as are applicable to activities contemplated hereunder. Artist shall comply with the rules of any unions or other organization having jurisdiction over the services to be rendered under the terms of this Agreement.

(ii) The Fee set forth in Section 2 includes, and Artist shall not be entitled to reimbursement for, any applicable management fees and/or union scale payments.

9. INVALIDITY

If any provision of this Agreement or its application to any person or in any circumstances shall be invalid or unenforceable, the other provisions of this Agreement shall not be affected by such invalidity or unenforceability.

10. HEADINGS

The headings throughout this Agreement are for reference only and are not to be given legal effect.

11. TAX WITHHOLDING

Pursuant to this Agreement, Artist is an independent contractor, and, as such, is responsible for any and all applicable taxes. Artist shall withhold all taxes required to be withheld under the Internal Revenue Code and other laws, including taxes on non-resident aliens and foreign corporations. Notwithstanding the above, Presenter may withhold such sums as Presenter in its sole discretion, may determine should be withheld under the Internal Revenue Code and under other laws without liability to Artist as a result thereof. Artist shall save and hold harmless Presenter from any and all claims and expenses relating to tax withholding requirements, including reasonable attorneys' fees and costs, which arise or are incurred as a result of the Event.

12. ARBITRATION

Any claim, controversy, dispute or question arising out of or in connection with the validity, interpretation, performance or non-performance of this Agreement, or breach thereof, shall be determined and settled by arbitration before a single arbitrator in accordance with the then-current rules of the American Arbitration Association, and judgment upon any award rendered may be entered in a court of competent jurisdiction.

18. OBLIGATION OF PRESENTER

Presenter, but not any trustee, officer or agent thereof shall be obligated under this Agreement.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this _____ day of _____, 2018.

ARTIST:

PRESENTER:

By: _____

By: _____

Title: _____