

**Boulder County Farmers Market**  
**2024 Live Performance Agreement**

(Boulder Saturday, Boulder Wednesday, Longmont Saturday)

It is agreed as follows:

**Place, date and time of Performance.** (When and where) The time and place of Performance will be at the Venue, located at any of these four locations: Longmont Farmers Market (10am-1pm) at Boulder County Fairgrounds in Longmont or the Boulder Farmers Market (10am-2pm Saturdays, 4pm-8pm Wednesdays) at 13th St. in Boulder, This agreement includes all scheduled market dates that you/your band performs in 2024 at any of our markets listed above.

**Description of Performance.** (What and for how long) The Performance will be a musical performance with musical content to be mutually agreed upon by BCFM and the Band. The Performance will last a minimum of 240 minutes at Boulder Saturday markets, 180 minutes at Longmont Saturday markets and a minimum of 180 minutes at Boulder Wednesday markets.

**Payment.** (What you get paid) Compensation for the Performance will be \$100 dollars per gig.

**Cancellation.** (What happens when you/we need to cancel) Cancellation may be made by Boulder County Farmers Markets (BCFM) up to two (2) days prior to the time of the Performance. Band may cancel two days prior at any time prior to the scheduled event. No payment will be rendered.

**5. Force Majeure.** (What happens when “acts of God” mean you can’t play) In the event that the Performance cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of the Band, no Fee is due, and the parties may negotiate a substitute Performance on substantially the same terms as this Agreement save for the time of the Performance. No further damages may be sought for failure to perform because of force majeure.

**Tickets.** (You cannot sell tickets) The Band shall not engage in the sale of any tickets for the Performance without the prior written approval of BCFM.

**Sound Systems Check.** (There is no sound system at the venue) The Band does not have the option to conduct a sound check.

**Venue: Equipment.** (The venue is what it is and you need to bring your own equipment). Depending on the location BCFM will provide a tent. The Band understands and agrees that BCFM makes no representations or warranties with regard to the condition of the Venue or any

property associated therewith. BCFM is not responsible for providing any equipment which is not specifically identified herein.

**Pyrotechnics; Hazardous Materials.** (Don't bring stuff that can hurt people, animals, or Mother Earth) The Band shall not cause or permit any pyrotechnic, pyrotechnic devices of any kind or Hazardous Material to be used, stored or generated on, or transported to and/or from the Venue. "Hazardous Material" shall mean without limitation, any material or item which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

**Performance Rights.** (You take responsibility for the copyright of what you play) With respect to the Performance, the Band shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The Band shall indemnify, defend, protect and hold harmless BCFM of and from all and any manner of claims arising from the use of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by the Band, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreements.

**Indemnities.** (A: You won't try and make BCFM responsible if you hurt someone or someone thinks you did. B: BCFM agrees to do the same.) Notwithstanding the availability and policy limits of any insurance, the Band shall defend, indemnify and hold harmless BCFM and its offices, agents, representative and employees ("Indemnified Parties") against any claims made or legal actions brought against any Indemnified Party(ies) by any person or entity as a result of injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity arising out of or relating to the Band's performance or failure to perform pursuant to this Agreement, except where any such claims are the result of BCFM's own direct and sole negligence. The Band's obligation shall include the cost of the Indemnified Party(ies)' defense against such claims or actions. This obligation shall survive the termination, completion or expiration of this Agreement.

BCFM shall defend, indemnify and hold harmless the Band, its representatives, agents or employees ("Indemnified Parties") against any claims made or legal actions brought against any Indemnified Party(ies) by any person or entity as a result of injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity arising out of or relating to BCFM's performance or failure to perform pursuant to this Agreement, except where the claims

are the result of the Band's own direct and sole negligence. BCFM's obligation shall include the cost of the Indemnified Party(ies)' defense against such claims or actions. This obligation shall survive the termination, completion or expiration of this Agreement.

**Modifications:**

**Amendments.** Any modifications and/or amendments to this Agreement must be in writing.

**Severability.** If any portion of this Agreement is in conflict with any applicable law, such portion of the Agreement will become inoperative, but all other portions of this Agreement will remain in force.

**Interpretation.** Agreement will be interpreted according to the laws of the State of Colorado.

Signature of Band Representative:

Band's Representative typed name and title:

Band's typed name: