

SEATTLE EROTIC FESTIVAL

PERFORMANCE AGREEMENT

Performer Name: _____		
Act Name (if applicable): _____		
Mailing Address: _____		
City: _____	State: _____	Zip: _____
Cell Phone: _____	Email: _____	
Home Phone: _____	Fax: _____	
Are you: <input type="checkbox"/> An individual (i.e., you are not a professional artist) <input type="checkbox"/> A Sole Proprietor <input type="checkbox"/> A Corporation or LLC (choose one) <input type="checkbox"/> In a partnership If so, with whom? _____		

THIS PERFORMANCE AGREEMENT THIS CONSIGNMENT AGREEMENT is made this day ____ of _____, 2017 ("the Effective Date"), by and between the Foundation for Sex Positive Culture ("FSPC"), a Washington nonprofit corporation located at 1514 NW 46th Street, Seattle, Washington, 98107, and the performer ("the Performer") named above.

RECITALS

- A. FSPC produces the annual event known as The Seattle Erotic Arts Festival (the "Festival");
- B. FSPC desires to hire Performer as an independent contractor to provide the entertainment generally described below (the "Performance") at the 2017 Festival; and
- C. Performer desires to provide such Performance at the Festival.

AGREEMENT

1. Scope of Performance. The Performance to be provided is described as follows:

2. Festival Dates and Location.

- a. The Festival will take place April 28, 2017 through April 30, 2017, at the Seattle Center Exhibition Hall, 301 Mercer Street, Seattle, WA 98109 ("the venue").
- b. The times of the Show shall be determined based on the structure of all Shows slated to occur during the Festival.

3. Performance Fee. As full and complete payment for the Performance, FSPC agrees to pay Performer, and Performer agrees to accept:

____ Hourly Payment. \$ _____ per hour for _____ hours, to a maximum of \$ _____.
____ Lump Sum. A single payment of \$ _____.

Unless otherwise agreed to in writing, Performer shall be solely responsible of his or her own expenses and incidentals, including but not limited to travel, parking, equipment, and miscellaneous materials.

4. Terms of Payment. Payment shall be made by check to the Performer as follows:

- Within 30 days after the date of Performance
- Upon completion of Performer's last Performance.
- At the conclusion of the Festival.

5. Equipment. Performance equipment, costumes, and props shall be provided by Performer unless otherwise agreed to in writing.

6. Rigging. If aerial or bondage equipment is employed, it is the sole responsibility of the Performer to verify the correct installation and safety of this equipment. Neither the FSPC nor any of its officers, administrators, agents, employees, successors, and assigns shall be liable for injuries sustained on such equipment.

7. Lighting and Sound. Festival is responsible for setting up and running all lighting and sound systems. Performer must provide Festival with any recordings to be played during the Performance no less than 14 days before Performance. If Performer has special lighting needs, Performer will consult with the Performance Director no less than seven days before Performance.

8. Recordings. Performances may be recorded or photographed by the Festival for promotional purposes. If the Performer has other requests related to recording or photography, those shall be discussed with the Performance Director no less than seven days before Performance. FSPC will use its best efforts to prevent other recording or reproduction of the Performance without the written permission of Performer.

9. Independent Contractor. Performer and FSPC expressly agree that Performer is an independent contractor and not an employee of FSPC. Performer is solely responsible for income tax reporting and the payment of any taxes arising from the fee paid for the Performance.

10. Insurance. Performer will provide proof of all insurance required by either FSPC or Venue.

11. Indemnification and Hold Harmless. In no event shall FSPC, the Venue, or their officers, administrators, agents, employees, successors, and assigns be liable for personal injury, property damage, or economic damage caused by Performer in the course of the Performance. Performer agrees to indemnify, hold harmless, and defend the FSPC, the Venue, or their officers, administrators, agents, employees, successors, and assigns against any and all claims arising out of Performer's acts, errors, or omission, or the acts, errors, or omissions of one for whom Performer is directly or indirectly responsible.

12. Assumption of Risk. Performer expressly assumes the risk of personal injury and of any loss, damage, or theft of its property or equipment while performing in the Festival.

13. Termination of Agreement.

- a. This Agreement may be terminated without penalty by either party up to 30 days before the date of Performance upon written notice.
- b. Notice to FSPC shall be sent to the attention of Festival Director, Sophia Iannicelli, at FSPC's address, listed on the first page of this Agreement. Notice to Performer shall be directed to the address listed on the first page of this Agreement.
- c. Neither party shall be liable for failure to perform in the event that the failure is due the cancellation of the Festival; Performer's proven detention by sickness or injury; acts or regulations of authorities; civil tumult; inclement weather such that travel is prevented; strike; epidemic; or any other legitimate cause beyond the control of the party failing to perform.
- d. In the event FSPC terminates this Agreement less than 30 days before the date of Performance without cause, Performer shall receive:

___ One half of Performer's contracted rate, as listed in Section (3) of this Agreement.

___ One half of Performer's reasonable and proven expenses.

___ Other: _____

Performer agrees that this will constitute a full satisfaction of the Agreement and that Performer is not entitled to any further payment from FSPC.

14. Severability and Waiver. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

15. Governing Law. This Agreement and any attachments, shall be governed and construed in accordance with the laws of the State of Washington. Any action arising in connection with this Agreement must be brought in King County Superior Court, Seattle, Washington. By this Agreement, the parties confer jurisdiction in such court over the subject matter of and parties to this Agreement.

THE PARTIES, intending to be legally bound, have executed this Agreement as of the date first indicated above.

THE FOUNDATION FOR SEX POSITIVE CULTURE

By:

Kristi R. Krein
Performance Director

Performer Signature