

MIDWEST ORIGINAL MUSIC FESTIVAL PERFORMANCE AGREEMENT

(Name of performing artist) _____ (hereinafter known as “Selected Performer”) does hereby agree and accept the terms and conditions as stated herein for participation in the Midwest Original Music Festival. When executed by both parties, this contract shall constitute a binding agreement between the Midwest Original Music Festival and their assignees (herein referred to as “Event Producer”), and the undersigned Selected Performer.

1. Venue and location of the Midwest Original Music Festival will be Croatian Park, located at 9100 S. 76th St. Franklin, WI 53132. This is a 3-day performing arts showcase that will begin on Friday August 24th, 2018 and end on Sunday August 26th, 2018.
2. The hours of festival operation are: Friday 8/24 11AM CST until 11PM CST. Saturday 8/25 11AM CST until 11PM CST. Sunday 8/26 11AM CST until 10PM CST.
3. Performance dates and time slots are at the sole discretion of the Event Producer. Selected Performer understands that the Event Producer of the Midwest Original Music Festival can offer no guarantees as to date or time slot that any selected performers will be assigned. The Event Producer reserves the right to make changes in the entertainment line-up including times of a Selected Performer’s performance.
4. Set times are approximate and are subject to change. For the sake of this agreement the default set length is 45 minutes. Selected Performer is in no way bound to any minimum set length and performances shorter than the assigned time slot are allowed. Performances that are less than or greater than 45 minutes will not constitute a breach of contract. However, performances that exceed assigned time slots may reflect badly on the artist and affect their ability to participate in future events.
5. This is an original music event and the Selected Performer agrees to play **only original works created by the Selected Performer**. No cover music will be allowed. The performance of any music that is not the original works of the Selected Performer may result in an interruption of their performance and may also lead to their participation in the Midwest Original Music Festival being terminated.
6. Selected Performer acknowledges that along with their submission form a \$75.00 submission fee was collected. The Selected Performer understands that this fee is fully refundable to all non-selected performers and that this fee reserves a slot for selected performers and entitles them to all of the benefits under “Selected Artists” on the main event website and also listed on the attached “Selected Artists Benefits” page. <http://momfestmilwaukee.com/band-registration/>
7. Selected Performer understands and agrees that upon arrival to the festival grounds they MUST check in with the Entertainment Coordinator (Angelo d'Morte) or the Festival Director (Damien Christ). All band members are expected to arrive early on the day of their performance and be ready to perform at the time assigned to them by the Event Producer.
8. Selected Performer understands that it is important that every member of their act is on time. Being late or unprepared may result in loss of or a shortened performance time.

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9. No further damages may be sought for failure to perform or event cancellation because of force majeure. If the show cannot reasonably be put on at any point due to unpredictable occurrences such as, but not limited to, an act of nature, government, emergency evacuation, performer illness. It is hereby agreed that neither the Event Producer the Selected Performer, nor their assignees will be held liable and suffer any litigation. In the event of force majeure the Event Producer reserves the right to choose another venue and/or reschedule the event for an alternate date and must inform selected performers within 90 days of the original event dates.
10. Selected Performer hereby agrees to indemnify and hold harmless Croatian Park, the Midwest Original Music Festival Event Producer, the City of Franklin Wisconsin, and any of their assignees and contractors from and against any loss, liability, damage, injuries, or death resulting from participation in the Midwest Original Music Festival.
11. Selected Performer is responsible for themselves and their assignees and in no way will the Event Producer nor their assignees and contractors be responsible for lost, stolen, or damaged property nor any injuries to the Selected Performer and/or their assignees.

By signing this you acknowledge that you have read, reviewed and understand the benefits, terms and conditions herein and the Selected Performer further agrees to uphold this contract throughout the duration of the event.

Name of Selected Performer (print): _____

Selected Performer Representative (print): _____

Selected Performer Representative (sign): _____

Received By: _____

Date: _____

Signed: _____

Date: _____

SELECTED ARTIST BENEFITS PAGE

1. Artists are allowed a road crew equal to the size of their act. I.E. 3 band members = 3 crew. 5 members = 5 crew. Names of every crew member must be submitted to M.O.M. Fest. Your “road crew” is exactly that. They are not guests. They will be expected to be helping you to and from the stage, on and off the stage, and be your support while on stage.
2. Artists selected to perform will be allowed VIP parking on the day of performance and VIP entrance into the festival all weekend. Due to the number of artists performing each day plus event staff we can't include additional VIP parking.
3. Your road crew will also be allowed VIP entrance into the festival all weekend. The creator of M.O.M Fest believes every roadie is a member of the band.
4. VIP guest list: All performing musicians can invite 2 additional people that can be put on their VIP list for the day of their performance. Guests will go to the admissions gate with their ID and name of the band that they are a guest of to gain admission. Names **must** be submitted to M.O.M. Fest.
5. Performing artists will receive an extra 20 single day admission passes.. As a thank you for being a part of and supporting M.O.M. Fest. These extras are intended to benefit the performing artists and can be sold or given away at the artist's discretion.
6. You are allowed and encouraged to sell band merchandise. There will be areas available to set up a tent/booth. You are responsible for bringing chairs, tables, lighting, & extension cords. (100' cords or longer are recommended) The Midwest Original Music Festival will never charge a fee to artists to sell merchandise nor take a percentage of anything sold. All performing artists will have the option to set up and sell their merchandise everyday throughout the entire festival.

Please initial below to indicate that you have read and understand these benefits.

Selected Performer Representative (initials): _____

List the names of your V.I.P.'s, Road Crew, and Members. Musicians and Road Crew must check in with the Entertainment coordinator with ID upon arrival. V.I.P. Guests check in at the ticket booth with ID to gain entry.

Band Name: _____ Number of members: _____

Member name: _____ Position: _____

Member name: _____ Position: _____

Member name: _____ Position: _____

Member name: _____ Position: _____

Member name: _____ Position: _____

Member name: _____ Position: _____

Road crew names: _____

V.I.P. Guests: _____

Will you set up a merchandise table/area? _____ How many Days? _____

Do you have any merchandise to sell? If so, please describe.

Are you interested in becoming a ticket reseller? _____