

ASSOCIATION ENTERTAINMENT BOOKING AGREEMENT

This Entertainment Booking Agreement (“Agreement”) by and between Sun City Shadow Hills Community Association (“Association”) and _____ (“Artist(s)”) (collectively the “Parties”), for the performance or entertainment described below, is made this _____ day of _____, 20____ upon the following terms and conditions.

1. **The Performance.** The Association engages the Artist(s) and the Artist(s) hereby agrees to perform the engagement on _____ (date) (“Performance Date”) at _____ Sun City Shadow Hills (location) in Indio, California. The Artist(s) will perform between _____ on the above date(s). The Artist’s performance shall _____ consist _____ of _____ [describe the type of entertainment or performance the Artist(s) will undertake] (“Performance”).
2. **Compensation.** The Artist(s) shall be paid the total sum of \$_____ (“Performance Fee”) for the Performance. The Association shall pay a deposit to the Artist(s) to retain the Artist(s) within forty-five (45) days from the signing of the contract in the amount of \$_____ (“Deposit”). The balance of the Performance Fee shall be paid by the Association following the completion of the performance by the Artist(s) on the Performance Date. If the Artist(s) is performing for more than one Performance Date, the balance of the Performance Fee shall be paid by the Association following the completion of the performance by the Artist(s) on the final Performance Date. The Deposit and the balance of the Performance Fee shall be remitted in the form of a check.
3. **Tax Reporting.** The Artist(s) agrees to provide the Association with the Artist’s tax ID/Social Security numbers(s) and state exemption certificate if the Artist(s) does not reside in California (collectively “Tax Information”), so the Association can perform its tax reporting obligations to all applicable agencies. The Association may request additional information from the Artist(s) as necessary to perform its tax reporting obligations. The Artist’s Tax Information must be submitted to the Association no less than 30 days before the Performance Date.
4. **Independent Contractor.** The Artist(s) is an independent contractor and not an employee of the Association. The Artist(s) shall have sole control and direction in the conduct of the Performance. The Artist(s) expressly warrants that he/she will not to represent, at any time or in any manner, that the Artist(s) is an employee or agent of the Association. The Association shall not be responsible to obtain or maintain Worker’s Compensation or any other insurance for the benefit and/or protection of the Artist(s), the Artist’s employees, or any subcontractors of the Artist(s). The Association shall not be responsible for payment of any wages or expenses of the Artist’s employees, withholding of taxes and the payment of any and all applicable income taxes applicable to the services provided hereunder, or any other aspect of the employment relationship between the Artist(s) and any employees of the Artist(s) or the Artist’s subcontractors. The Artist(s) agrees to assume full responsibility for the payment and deduction of all state and

federal taxes, unemployment insurance, and Social Security benefits for all persons employed by the Artist(s) in the performance of this Agreement. **The Artist(s) shall defend, indemnify, and hold harmless the Association, the Association's Board of Directors, officers, members, and agents ("Indemnitees") from and against any and all actual or alleged obligations, liability, liens, injuries, causes of action, claims, demands, damages, losses, judgments, costs, (including actual attorneys' fees) (collectively "Claims"), which may exist or be brought or instituted against any or all of said parties because of, or in any manner arising from, connected with, or incurred by the Artist's failure to comply with any portion of this paragraph.**

5. **Insurance and Certificate of Insurance.** The Artist(s) shall maintain the insurance set forth below:

- Commercial general liability, \$1,000,000 each occurrence limit, \$1,000,000 general aggregate limit, or current limit carried, whichever is greater; Association (**Sun City Shadow Hills Community Association**) and the Association's management company (**Associa Desert Resort Management**) shall be named as additional insureds by endorsement under such policy.
- Automobile liability covering all owned, non-owned, and hired automobiles, trucks and trailers.

At least thirty (30) days prior to the Performance Date, the Artist(s) shall cause their insurance broker to furnish a certificate of insurance as well as the additional insured endorsement evidencing the required insurance to be maintained and send such to:

Sun City Shadow Hills Community Association
Attention: Lifestyles Director
80-814 Sun City Blvd.
Indio, CA 92203

The Artist(s) shall require and cause their subcontractors, if any, to procure and maintain the insurance coverages as provided above. At least thirty (30) days prior to the Performance Date, the Artist(s) shall furnish a certificate of insurance as well as the additional insured endorsement evidencing the required insurance to be maintained by the Artist(s) as well as a copy of the Artist(s) current automobile insurance coverage card and send such to the Association's Controller to the address provided above.

6. **Royalties/Copyrights and Related Licenses.** The Artist(s) represents and warrants that in conducting the Performance contemplated under this Agreement, the Artist's works are either originally created by the Artist(s) or that Artist(s) has obtained any and all necessary permissions or is otherwise authorized to perform the work. The Artist(s) represents that Artist(s) has not violated any laws or privacy rights in carrying out its responsibilities under this Agreement. The Artist(s) shall be solely responsible and shall promptly pay for any license fees, royalty

payments, or other expenses or obligations incurred as a result of the Artist's use of any copyrighted or proprietary material of any sort in Artist's performance. **Further, the Artist(s) shall defend, indemnify, save and hold harmless the Indemnitees from any and all liability or claims brought or instituted against any or all of the Indemnitees because of, or in any manner arising from, connected with, or incurred by Artist's failure to comply with any portion of this paragraph. The Artist(s) shall reimburse the Association for any payments and/or fines required to be paid by the Association with respect to any licenses and/or fines paid by the Association due to Artist's utilization of any works. The Association agrees it will have in affect Performance rights agreements with BMI, ASCAP and SESAL.**

7. **Responsibility for Commissions/Union Contributions.** The Association has no responsibility to pay a commission or dues to any agent, union, or guild, or other person by reason of the Association's engagement of the Artist(s). To the extent the Artist(s) is obligated to pay an agent, union or guild, or any other person any portion of the agreed compensation under this Agreement that is responsibility is the solely the responsibility of the Artist(s). **The Artist(s) shall defend, indemnify, and hold harmless the Indemnitees from and against any and all Claims, which may exist or be brought or instituted against any or all of said parties because of, or in any manner arising from, connected with, or incurred by the Artist's failure to comply with any portion of this paragraph.**
8. **The Artist's Duty to Inspect/Assumption of the Risk.** **The Artist(s) knowingly and willingly assumes all risk of personal injury or property damage to the Artist(s), the Artist's employees, the Artist's subcontractors associated with the Artist's, the Artist's employees', or the Artist's subcontractors' use of the Association's facilities. The Artist(s) acknowledges and agrees that the Association, the Association's Board of Directors, officers, members, and agents shall not be liable for any personal injury or property damage resulting from the Artist's use or the Artist's employees' or subcontractors' use of the Association's facilities, with the exception of negligence on the part of the Association.**
9. The Artist(s) shall be required and will ensure he or she, as well as the Artist's employees and subcontractors, will become familiar with any and all sites within the Association or equipment provided by the Association which the Artist(s), the Artist's employees or the Artist's subcontractors may access or use in any manner during the course of, before or after Artist's Performance, including, but not limited to, the applicable private streets, parking areas, common areas, the entertainment venue, and any equipment provided or owned the Association. The Artist(s) represents that the Artist(s) has no known health, physical or emotional, impediment to the safe use of the Association's facilities. The Artist(s) represents that the Artist(s) is experienced in the safe use of the Association's entertainment venue, including, without limitation, use of the Association's entertainment venue for the installation or operation of any of the Artist's equipment, instruments, props, costumes, or any other personal property or devices that may be brought by the Artist(s) or employed by the Artist(s) in the course of or related to the Artist's Performance. The Artist(s) agrees that if he or she is not knowledgeable or experienced in the safe use of such Association facilities, that Artist(s) will notify the Association of the same

as soon as possible. The Association will then provide any necessary instruction on the safe use of the same. The Artist(s) must familiarize him/herself with any risks or danger regarding the Association's facilities and must agree to utilize all safety procedures necessary for the appropriate use of the Association's facilities. The Artist(s) is responsible for the safe use of Association facilities by the Artist's employees and/or subcontractors and the Artist(s) will adequately supervise and/or instruct their employees or subcontractors regarding the same. **The Artist(s) shall indemnify, defend and hold harmless the Indemnitees from any and all claims and liability it may incur by the Artist's failure or the Artist's employees' or subcontractors' failure to comply with any portion of this section.**, with the exception of any failure caused by the Association's personnel and equipment whether permanent or rented by the Association.

10. **Prohibited Performance Equipment.** The use of compressed flammable gases, flammable or combustible liquids, hazardous chemicals or materials, lasers, blasting agents, fog and haze machines and explosives are prohibited.

11. **Length of Performance.** The Artist(s) agrees to provide a professional, high quality and entertaining Performance to encompass a _____- minute [Number of minutes] duration, excluding breaks. Only one 15-minute break for each hour of Performance is allowed unless other arrangements are made, in writing, between the Association and the Artist(s).

12. **No Drinking/Smoking.** The Artist(s) and the Artist's employees and subcontractors, shall refrain from drinking alcoholic beverages or smoking on the premises during the Artist's Performance.

13. **Name(s) and Number of Entertainers/Musicians.** In addition to the Artist(s) named above, the Artist(s) shall provide the following entertainers/musicians/support personnel.

Names of personnel:

The number of artists/musicians to be supplied by the Artist(s) for the Performance is _____.

14. **Requests for Additional Equipment or Special Needs Riders.** Any requests for additional equipment or special needs riders must be in writing and attached to this Agreement as Exhibit "A", attached hereto.

15. **Additional Terms and Conditions:** Any additional terms and conditions of this Agreement shall be in writing and evidenced in Exhibit "B", attached hereto.

16. Cancellation of Performance and Termination of Agreement.

- a. The Association has a unilateral right to terminate this Agreement, with or without cause, subject to the terms and conditions as set forth below:
 - i. The Association may cancel the Performance with notice to the Artist(s) more than sixty (60) days prior to the Artist's first or only Performance Date. If the Association cancels the Performance pursuant to this paragraph, the Artist(s) shall retain any Deposit made to the Artist(s). The Artist(s) shall not be entitled to any other compensation for cancellation of the Performance pursuant to this paragraph.
 - ii. The Association may also cancel the Performance with notice to the Artist less than ten sixty (60) prior to the first or only Performance Date. If the Association cancels the Performance pursuant to this paragraph, the Artist(s) shall be entitled to retain any Deposit received from the Association, and be paid the remainder of the Performance fee within seven (7) business days.
 - iii. If this Agreement contemplates more than one Performance Date, the Association may cancel any performance subsequent to the first Performance Date with notice to the Artist. If the Association cancels any subsequent Performance Date pursuant to this paragraph, the Artist(s) shall be entitled to the balance of the Performance Fee. The Association must remit the balance due of the Performance Fee within seven (7) business days of the second Performance Date. The Artist(s) shall not be entitled to any other compensation for cancellation of the Performance pursuant to this paragraph.
- b. The Artist(s) has a unilateral right to terminate this Agreement, with or without cause, subject to the terms and conditions as set forth below:
 - i. The Artist(s) may cancel the Performance with notice to the Association at least sixty (60) days prior to the first or only Performance Date. If the Artist(s) cancels the Performance pursuant to this paragraph, the Artist(s) must return any Deposit received to the Association within seven (7) business days of when the Association is notified of the cancellation. The Artist(s) shall be entitled to no compensation from the Association for cancellation under this subparagraph.
 - ii. Should the Artist(s) cancel the Performance with less than sixty (60) day's prior notice to the Association or should the Artist(s) fail to appear as scheduled for the Performance, the Artist(s) will return any Deposit received to the Association within seven (7) days business of when the Association is notified of the cancellation or of the Performance Date whichever is sooner. Notwithstanding the foregoing, if the Artist is booked through a booking agent, the booking agent shall engage an artist or act of equal or greater value to replace the cancelled Artist pursuant to the same terms and conditions of this Agreement, including but not limited to for the same Performance Date the cancelled Artist(s) was scheduled to perform.
 - iii. The Artist(s) shall be relieved of the obligation to provide a minimum sixty (60) days' notice of cancellation only in the case of illness verified by a physician or other unpredictable, legitimate circumstance entirely outside of the Artist's

control, such as riot, strikes, epidemic, acts of God, which must be established by the Artist(s) by written proof satisfactory to the Association. The Artist(s) must return any Deposit received to the Association within seven (7) business days of when the Association is notified of the cancellation. . Notwithstanding the foregoing, if the Artist is booked through a booking agent, the booking agent shall engage an artist or act of equal or greater value to replace the cancelled Artist pursuant to the same terms and conditions of this Agreement, including but not limited to for the same Performance Date the cancelled Artist(s) was scheduled to perform.

17. **Assignment of Rights.** The Artist(s) shall not in any way assign this Agreement or any rights hereunder to any other person or entity without the prior written approval of the Association. Any attempted assignment by the Artist(s) without such prior written consent in violation of this Section automatically shall terminate this Agreement.
18. **Complete Agreement.** This Agreement is intended by the Parties as the final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the Parties and the Parties rely solely upon the contents of this Agreement. Any amendments or alterations of this contract shall be in writing signed by both parties.
19. **Venue/Law.** Any disputes arising out of this contract shall be determined in the Riverside County Superior Court, Riverside County, California. The interpretation and enforcement of this contract shall be governed by California law.
20. **Attorney's Fees.** In any action or proceeding pertaining to or arising out of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to such other relief as may be granted only if the matter proceeds to judgment.
21. **Independent Legal Counsel.** Each party to this Agreement has been advised to seek legal counsel and, in entering this Agreement, has had the opportunity to rely upon the advice, evaluation and recommendation of its own counsel and not opposing counsel. This Agreement shall be construed without reference to the identity of the party or parties preparing the same. It is understood and agreed that the parties hereto participated equally or had equal opportunity to participate in the drafting of this Agreement.
22. **Severability.** If any of the terms or provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect and, to this extent, the terms and provisions of this Agreement are deemed to be severable.
23. **Interpretation.** The use of any gender in this Agreement shall also include other genders, and the use of singular or plural number shall include the other whenever the context so requires.

24. **Notice.** All notices to be given between the Parties shall be given in writing care of the authorized agent of the applicable party noted below to the physical address AND the email addresses provided below.
25. **Authority.** Should an Artist's booking agent ("Booking Agent") sign this Agreement on behalf of the Artist(s), the Booking Agent warrants that he/she has the full and complete authority to execute this Agreement on behalf of the Artist(s). Booking Agent shall be jointly and severally liable for Artist(s) material breach of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have signed and acknowledged it below.

“ASSOCIATION”

“ASSOCIATION”

“ARTIST” or “BOOKING AGENT”

Name

Name

Name

Signature

Signature

Signature

Date

Date

Date

Title

Title

Address

80814 Sun City Blvd
Indio, CA 92203

80814 Sun City Blvd
Indio, CA 92203

Address

Address

Telephone

760-345-4349

760-345-4349

Telephone

Telephone

Email

Email

Email

“ARTIST” or “BOOKING AGENT”

“ARTIST” or “BOOKING AGENT”

“ARTIST” or “BOOKING AGENT”

Name

Name

Name

Signature

Signature

Signature

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