

# CLUB ENTERTAINMENT BOOKING AGREEMENT

This contract between Sun City Shadow Hills Community Association (hereinafter referred to as "Association") for the \_\_\_\_\_ (hereinafter referred to as "Association Club") and \_\_\_\_\_ (hereinafter referred to as "Artist"), for the performance or entertainment described below, is made this \_\_\_\_\_ date of \_\_\_\_\_, upon the following terms and conditions.

**The Engagement.** The Association Club engages the Artist and the Artist hereby agrees to perform the engagement on \_\_\_\_\_ (dates) at \_\_\_\_\_ Sun City Shadow Hills (location) in Indio, California. Artist will perform between \_\_\_\_\_ (times) on the above date(s). Artist's performance shall consist of \_\_\_\_\_ (type of entertainment).

**Compensation.** Artist shall be paid the total sum of \$\_\_\_\_\_ ("Performance Fee"). \_\_\_\_\_, the Chairman of the Association Club (hereinafter "Chairperson"), shall make a down payment to Artist in forty-five (45) days from the signing of the contract in the amount of \$\_\_\_\_\_ ("Deposit"). The balance shall be paid by the Chairperson following the completion of the performance by Artist ("Final Payment"). All Association Club payments shall be made in the form of a check. In no event shall the Association have any responsibility for paying the Performance Fee.

**Equipment and Special Needs.** All equipment or special needs riders must be in writing and mutually agreed upon by both parties prior to being incorporated into this Agreement.

**Tax Reporting.** Artist agrees to provide the Chairperson any information required by the Association for the Association to perform its tax reporting obligations to all taxing agencies, including Artist's tax ID/social security numbers(s) and state exemption certificate if Artist does not reside in California. Artist agrees to provide this information to the Chairperson at least seven (7) days prior to the performance date. Artist understands that the Final Payment will not be made to the artist without the timely submission of said information to the Chairperson.

**Independent Contractor.** Artist is an independent contractor and not an employee of the Association. Artist expressly warrants not to represent, at any time or in any manner, that Artist is not employee or agent of the Association. Neither the Association nor the Association Club shall have responsibility for worker's compensation or other insurance for the benefit of protection of Artist, Artist's employees, or any subcontractors of Artist. Neither the Association nor the Association Club shall be responsible for wages or expenses of Artist's employees or any other aspect of the employment relationship between Artist and any employees of Artist or its subcontractors. Artist 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 Artist in the performance of this contract. **Further, Artist shall defend, indemnify, save and hold harmless the Association, its directors, officers, members, agents, and employees ("Indemnitees") from any and all liability or claims brought or instituted against**

**any or all of the Indemnites because of, or in any manner arising from, connected with, or incurred by Artist's failure to comply with any portion of this paragraph.**

**Insurance and Certificate of Insurance.** Artist shall maintain commercial general liability, \$1,000,000 each occurrence limit, \$1,000,000 general aggregate limit, or current limit carried, whichever is greater; **Sun City Shadow Hills Community Association and the Association management company (Associa Desert Resort Management)** shall be named as Additional Insureds by endorsement.

If Artist is engaged by Association for Association Club more than twice during a calendar year, Artist shall maintain automobile liability covering all owned, non-owned and hired automobiles, trucks and trailers.

Artist shall furnish a certificate of insurance evidencing the required insurance to be maintained and, if applicable, a copy of Artist's automobile liability insurance card and send such prior to signing of this agreement to:

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

**Artist Responsible for Royalties/Copyrights and Related.** Artist represents and warrants that in conducting the performance contemplated under this Agreement, Artist's works are either originally created by Artist or Artist has obtained any and all necessary permissions or is otherwise authorized to perform the work. Artist represents that Artist has not violated any laws or privacy rights in carrying out Artist's responsibilities under this Agreement. Artist shall be solely responsible and shall promptly pay for any license fees, royalty payments, or other expenses or obligations incurred as a result of Artist's use of any copyrighted or proprietary material of any sort in Artist's performance, provided such musical material/works were not provided by the Association. **Further, Artist shall defend, indemnify, save and hold harmless the Indemnites from any and all liability or claims brought or instituted against any or all of the Indemnites 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 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.**

**Association Has No Responsibility for Commissions/Union Contributions.** The Association has no responsibility to pay a commission to any agent, union or guild, or other person by reason of the Association's Club engagement of Artist. To the extent Artist is obligated to pay an agent, union or guild, or any other person any portion of the agreed compensation under this contract; that is solely the responsibility of Artist. **Further, Artist shall defend, indemnify, save and hold harmless the Indemnites from any and all liability or claims brought or instituted against any or all of the Indemnites because of, or in any manner arising from, connected with, or incurred by Artist's failure to comply with any portion of this paragraph.**

**Artist's Duty to Inspect/Assumption of the Risk.** Artist shall be required and shall be deemed to have become familiar with any and all sites and facilities within the Association which Artist may access or use in any manner during the course of, before or after Artist's engagement and performance, including, but not limited to, the applicable private streets, parking area, and the entertainment venue of the Association. Artist presents that Artist has no health, physical or emotional, impediment to the safe use of the Association's facilities. Artist represents that Artist is experienced in the safe use of such Association facilities, including, without limitation, use of the Association's facilities for installation or operation of any of Artist's equipment, instruments, props, costumes, or any other personal property or devices that may be brought by Artist or employed by Artist in the course of or related to Artist's engagement and performance. Artist knowingly and willingly assumes any and all risk, personal injury, or property damage associated with Artist's use of the Association's facility, with the exception of any failure caused by the Association personnel and equipment whether permanent or rented by the Association. .

Further, Artist is responsible for the safe use of Association facilities by the Artist's employees and/or subcontractors. Without limiting the forgoing, Artist shall ensure that any such employees or subcontractors have familiarized with and agree themselves with any risks or danger and have become familiar with and agree to utilize all safety procedures necessary or appropriate to their use of the Association's facilities; have no health, physical or emotional, impediment to their safe use of the Association's facilities; and that Artist will adequately supervise any such employees or subcontractors.

**Artist shall indemnify, defend, save and hold the Indemnitees harmless from any and all claims or liability Artist may incur by Artist's failure to comply with any portion of this section entitled "Artist's Duty to Inspect/Assumption of the Risk." Further, Artist shall defend, indemnify, save and hold the Indemnitees harmless from any and all liability or claims of any sort which may be brought by any subcontractor or employee of Artist against the Indemnitees for Artist's, Artist's subcontractor, or Artist's employee's failure to comply with any portion of this contract.**

**Artist's Breaks.** Only one 15-minute break for each hour of performance is allowed unless other arrangements are made, in writing, between the Association Club and Artist.

**Length of Performance.** Artist shall perform such services as are mutually determined by the Association Club and the Artist with such services to be of a professional quality satisfactory to the Association Club. Such services shall be described below in the "Additional Terms and Conditions".

**No Drinking/Smoking.** Artist, its employees and subcontractors, shall refrain from drinking alcoholic beverages or smoking on the premises during Artist's engagement.

**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.

**1. Cancellations. 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.

- a. If Artist or the Association Club cancels the performance for any reason ten (10) days or more prior to the date of the performance no fee of any kind shall be due to Artist and any deposit received by Artist shall be returned within five (5) days.
- b. If the Association Club cancels the performance less than five (5) days prior to the date of the performance, Artist shall be entitled to 25% of the stated Performance Fee as full payment for such performance unless such cancellation is due to circumstances beyond the control of such Association Club.
- c. If Artist cancels the performance for any reason less than five (5) days prior to the performance, Artist shall return any deposit, not be entitled to any fee, and reimburse the Association Club for any costs and expenses incurred by the Association Club if the Association Club is unable to obtain a satisfactory replacement in sufficient time as to not have to cancel the performance unless such cancellation is due to 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 by written proof satisfactory to the Association Club.

**Complete Contract.** This contract constitutes the sole, complete, binding agreement between Artist and the Association. Any amendments or alterations of this contract shall be in writing signed by the parties.

**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.

**Attorney's Fees.** In the event of any dispute between the parties, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

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

Names of personnel: \_\_\_\_\_  
\_\_\_\_\_.

The minimum number of artists/musicians to be supplied by Artist for this engagement is \_\_\_\_\_.



Dated: \_\_\_\_\_.

Sun City Shadow Hills  
Community Association  
("Association Club")  
80814 Sun City Blvd  
Indio, CA 92203  
760-345-4349

By: \_\_\_\_\_

Its Authorized Agent

Dated: \_\_\_\_\_.

[Name] \_\_\_\_\_

["Club"] \_\_\_\_\_

[Address] \_\_\_\_\_

[Telephone] \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its Authorized Agent

Dated: \_\_\_\_\_.

[Name] \_\_\_\_\_

["Artist"] \_\_\_\_\_

[Address] \_\_\_\_\_

[Telephone] \_\_\_\_\_

[Social Security or Tax ID No.] \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its Authorized Agent