



Concerts in the Park Entertainment Agreement

Mapleton City Corporation, henceforth known as "CITY," and _____
_____, henceforth known as
"ENTERTAINER," enter into this agreement freely and willingly on the ___ day of _
_____, 20__.

The covenants of this agreement are as follows:

Entertainment

ENTERTAINER agrees to perform at the 2024 Concerts in the Park at the following scheduled
date/time/

for the sum of \$_____. ENTERTAINER agrees to provide family friendly
entertainment that is in no way profane, derogatory, demeaning, or inappropriate.
Scheduled dates and times of performances are by assignment only and are
approved and modified at the discretion of the CITY. ENTERTAINER is not
permitted to perform during the 2024 Concert in the Park on any date, or at any time
or place other than those listed above.

Delivery

CITY agrees to pay the sum in full upon the completion of all agreed upon
performance.

If any part of the agreed upon performance(s) are not completed as detailed above, all funds will be
forfeit by ENTERTAINER. Entertainer agrees to be on time to each performance and will be subject
to a fee for late arrival to scheduled performances.

Acknowledgments

ENTERTAINER agrees to defend, hold harmless, and indemnify CITY, its officers and employees, from and against any and all claims for damages and any or all loss associated with the fulfillment of the aforementioned performance features, provided such claim, liability, or loss arises in whole or in part by any act or omission of ENTERTAINER or that of any employee or agent of ENTERTAINER, and so ENTERTAINER agrees irrespective of whether such claim, damages, or loss also arose from or were caused by negligent omission on the part of CITY. ENTERTAINER understands CITY is not liable for any injury to person or property sustained in completion of this contract. CITY is not responsible to pay any legal fees incurred by ENTERTAINER in an event where legal action is taken for personal and/or property damage. In the event of inclement weather or any other event, occurrence, situation that results in the cancellation by CITY of any or part of these scheduled performances, the agreed upon sum will be paid at a minimum rate of 50% of the agreed upon price, subject to be pro-rated to ensure all completed performances are paid for.

ENTERTAINER understands and acknowledges CITY makes no guarantee of audience size present for scheduled performances. ENTERTAINER agrees that any cancellations or modifications to their schedule must be made in writing and approved by CITY with 90 days the first scheduled appointment. ENTERTAINER agrees not to solicit money from the audience at any point in time. ENTERTAINER may not sell merchandise, CD's, or any product without written consent and permission from CITY. In the event the selling of product is approved by CITY, ENTERTAINER is responsible for completing all required forms for the Utah State Tax Commission and agrees to pay all applicable taxes.

This agreement represents a sponsorship relationship between CITY and ENTERTAINER and does not represent any other agreement implied or otherwise.

ENTERTAINER NAME

ENTERTAINER SIGNATURE & DATE

CITY NAME

CITY SIGNATURE & DATE