

PERFORMANCE AGREEMENT

Deep Ellum Community Arts Fair, APRIL 4-6, 2025

THIS AGREEMENT made and entered into by and between Deep Ellum Community Association (hereafter called "DECA") and Performer ("Contractor").

WITNESSETH WHEREAS, DECA operates a special event known as the Deep Ellum Community Arts Fair (hereafter called "Event"), an outdoor festival, located between the 100 and 300 blocks of Crowds Street in the Deep Ellum area of downtown Dallas, Texas; and WHEREAS, Contractor provides a professional service, and DECA desires to retain the professional services of Contractor.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Scope of Service and Term

Contractor shall provide a performance of only original music composed, and whose rights are owned, by the artist contracted. Performance will be conducted in a professional manner at times and stage location agreed by Contractor on a Performance Information Letter provided by the Event. Both parties shall have the right to cancel the performance at any time. DECA retains the right to approve the general nature of Contractor's services provided, however, DECA shall not be deemed to have the right to direct any services of Contractor. DECA and its employees and agents reserve the right to record or livestream Contractor's performance for Event promotional purposes.

2. Fee

DECA shall provide media and on-site exposure as well as the opportunity to sell Contractor's CD's and merchandise without a venue commission in exchange for Contractor's promotional performance.

3. Indemnification

Contractor shall release, defend, hold harmless and indemnify DECA and its officers, directors, agents, employees and volunteers from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees arising out of or resulting from the negligence of Contractor or Contractor's employees or substitutes hereunder. Such negligence shall include, but not limited to Contractor's employees, equipment, instruments or other paraphernalia injuring guests or patrons.

Contractor shall further release, defend, hold harmless and indemnify such organization and persons from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees for or arising out of any bodily injuries to or the death of Contractor or any of Contractor's employees or substitutes working at the Event and during occupancy of all portions of the Event to which said Contractor or Contractor's employees or substitutes are permitted access; however caused or occasioned, excepting the willful misconduct or gross negligence of DECA.

4. Insurance

Contractor shall carry and maintain throughout the term of this Agreement Workers' Compensation insurance as may be required under the State of Texas law and any other insurance, including, but not limited to, liability insurance, as may be necessary for Contractor to meet Contractor's obligations under the terms and conditions of this Agreement.

5. Compliance with Laws

Contractor agrees, at its own expense, to comply with all existing federal, state and local laws and ordinances.

6. Licenses and Permits

If any governmental license or permit shall be required for the proper and lawful conduct of Contractor's business or other activity carried on, or in, or at the Event, or if failure to procure such a license or permit might or would in any way affect the operations of the Festival, then Contractor, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by DECA Contractor, as its sole cost and expense shall at all times comply with the requirements of each such license or permit.

7. Rules and Regulations

Contractor shall not permit the use of the Event for any illegal purpose or in a manner conflicting with an applicable law, ordinance, rule or regulation or any governmental authority having jurisdiction, or in any manner which would vitiate the insurance or increase the rate of insurance of DECA; nor commit or suffer to be committed any waste or nuisance upon DECA not shall Contractor permit the use of the Event in violation of DECA's reasonable rules and regulations as such may exist from time to time.

Contractor shall conduct business at the Event in a dignified and orderly manner, shall maintain a high quality of professionalism, and shall conform to the reasonable rules and regulations of DECA established from time to time by DECA for the conduct of persons at the Event.

8. Independent Contractor

Contractor is an independent contractor and assumes all responsibility for withholding tax, social security, state tax, public liability insurance, Workers' Compensation insurance, and all union fees.

9. Notices

Notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed with postage prepaid to the party intended at its address as set forth below.

10. Binding

This Agreement shall insure to and bind the successors, assigns, and representatives of the parties provided; however, that Contractor may not assign this Agreement except with prior written approval of DECA.

11. Entire Agreement

This Agreement contains the entire agreement between the parties hereto; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein, shall be of any force or effect.

12. Headings

The Headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year online form is submitted.