



Norman Pride Inc.
PO Box 1655
Norman, OK 73070
entertainment@normanokpride.org

Norman Pride Artist/Entertainer Performance Agreement

Norman Pride supports the hard work of the independent entertainers who graciously devote their time and energy to support our community and perform at our events. The following document will constitute a performance agreement for the Norman Pride Festival between Norman Pride Inc. (herein referred to as NP) and the performer/s (herein referred to as PERFORMER) who have been selected to participate in the Festival.

SECTION 1. NATURE OF THIS AGREEMENT: We support performers in getting exposure, providing a quality entertainment experience, and engaging the community.

Our performers can expect the following:

- You will be provided with a high level of support and public attention during our marketing and promotional campaigns leading up to the event, including recognition on social media and promotional materials.
- You will be provided with a high level of support during the event and will receive the following items and/or services as agreed upon by both parties: _____

Photographs, video, and audio recordings may be used prior to and following the event for promotional purposes.

For promotional and marketing purposes, please provide one or both of the following that you would like us to include in our promotional materials and social media announcements:

1. a high resolution personalized image of your choice (e.g., yourself, your performance group, your logo)
2. a short description or mini-bio of yourself or your performance group

SECTION 2. TERMS OF PERFORMANCE: The term of performance shall be at _____ on _____ from _____ to _____. PERFORMER agrees to **arrive** _____ prior to the scheduled performance time and check in with NP staff in the designated check-in area. PERFORMER must notify NP of any changes in anticipated arrival time. In the case of a late arrival, the scheduled performance may be canceled or rescheduled at the discretion of NP, according to the provisions in Section 7 below.

SECTION 3. COMPENSATION: PERFORMER will receive compensation from Norman Pride following completion of performance according to the following terms as agreed upon by both parties:

- One payment, via cash or check, in the predetermined amount of \$ _____.
- One payment, via cash or check, that is equal to _____ % of all ticket and/or cover charge sales.
- There will be no monetary compensation; performance is considered a charitable contribution to Norman Pride.
- Other: _____

SECTION 4. DUTIES OF PERFORMER: NP seeks dedicated performers who will share in promoting not only their own performance but the event itself. PERFORMER is responsible for any and all licenses or permission to play cover songs or other music. PERFORMER shall provide services in a competent manner, arrive and perform at times specified between the parties, abide by all rules and other reasonable requests and requirements that NP shall make, and as long as NP fully performs its obligations hereunder, render services exclusively for NP during the term of this contract.

If PERFORMER fails to appear or is incapacitated from rendering a performance through sickness or otherwise, performer shall provide written notice according to the provisions in Section 8 below.

SECTION 5. PERFORMER CONDUCT: Material or behavior of a derogatory nature will result in immediate termination of performance without compensation and termination of any future performances that may have been scheduled prior to the event. PERFORMER further agrees to adhere to rules of conduct according to event type (if applicable) as follows:

This is an all-ages event. The following conduct during the term of this contract is prohibited: performances that include violence, overtly sexual themes, obscene gestures, harmful/offensive language or use of profanity or sexually explicit content in music lyrics, spoken word, or other recorded or live material, or on items including but not limited to props, costumes, decorations, and sets. Violation of conduct may result in termination of performance at the discretion of Norman Pride.

SECTION 6. PUBLICITY: NP will arrange for any publicity that NP deems appropriate for an event for which a performer provides entertainment. In exchange, PERFORMER agrees to provide or pose for customary and usual photographs to be used for publicity, production, and promotional purposes. As time and space allows, NP will also coordinate “meet and greets” after performances.

SECTION 7. SALES AND MERCHANDISE: PERFORMER understands that they have the exclusive right to sell their own merchandise. PERFORMER has the exclusive right to retain any and all profits from their own merchandise sales.

SECTION 8. TERMINATION: The success of this event relies on the active participation and cooperation of all parties involved. In the unfortunate event of a cancellation or termination, PERFORMER agrees to email written documentation to entertainment@normanOKpride.org. If cancellation or termination occurs less than 48 hours prior to performance, PERFORMER will call _____ at _____. In the case of a no-show, i.e., Performer does not arrive at scheduled performance time – including arriving after scheduled performance time or not arriving at all –and does not promptly contact NP with valid explanation for absence, NP will thereby terminate any future performances that may have been scheduled prior to the event. Notice of cancellation will be given to Performer in writing. If Performer arrives late, the performance may be canceled or rescheduled at the discretion of NP. Notification will be given to the performer at the time of arrival.

SECTION 9. MUTUAL NON-DISPARAGEMENT: PERFORMER acknowledges that any disparaging comments by PERFORMER against Norman Pride are likely to substantially depreciate the reputation of both parties. Performer agrees to act in good faith so as not to harm the reputation of Norman Pride, its officers, directors, or board members in any way. Performer further agrees that they will not, directly or indirectly, defame, disparage, or publicly criticize the services, business, integrity, veracity or reputation of Norman Pride or its officers, directors, or board members, nor cause any tortious interference with the contracts, relationships and prospective economic advantage of Norman Pride in any forum or through any medium of communication. Norman Pride agrees that it will not, directly or indirectly, through its executive officers or directors, defame, disparage, or publicly criticize the integrity, veracity or reputation of Performer, nor cause any tortious interference with the contracts, relationships and prospective economic advantage of the Performer. Nothing in this Agreement will preclude the Performer or Norman Pride and its executive.

officers and directors from supplying truthful information to any governmental authority or in response to any lawful subpoena or other legal process.

SECTION 10. MISCELLANEOUS: PERFORMER agrees to indemnify NP against all loss or damage that performer may suffer as a result of being engaged by NP unless gross negligence can be shown. PERFORMER agrees to wholeheartedly indemnify NP, as well as any and all sponsors, advertisers, contractors, or agencies supporting the festival event. In the event of a dispute, all parties agree to binding mediation under a certified agent pursuant to the laws of the State of Oklahoma. Each party shall select a mediator and mutually agree upon a third mediator for dispute resolution.

You acknowledge that NP has given you the right and opportunity to have this agreement reviewed by an attorney or advocate of choice. If you have done so, you further acknowledge that said attorney or advocate has reviewed with you the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract,

effective _____ through _____.

Between NORMAN PRIDE INC.

and

Legal name: _____ a.k.a. Stage/Group name: _____

Additional performer/s, if applicable:

Norman Pride Representative Signature

Performer Signature

Additional Performer Signature

Additional Performer Signature

Additional Performer Signature