

FESTIVAL EXHIBITION AGREEMENT

This Agreement dated __/__/15, is by and between The Hyattsville Community Development Corporation (hereinafter referred to as "Sponsoring Organization"), and _____ (hereinafter referred to as "Artist").

In consideration of the mutual covenants herein contained, the parties agree as follows:

I. EXHIBITION

Artist agrees to present an arts festival exhibition consisting of _____ (media or products exhibited) at the Annual Downtown Hyattsville Arts Festival, located at 5500 Block of Baltimore Avenue at Jefferson Street, Hyattsville, Maryland, 20781 on September 19, 2015, beginning at 11:00 AM until 5:00 PM. Exhibition times are for the entire festival duration.

II. OBLIGATIONS

In support of the above-stated exhibition, Sponsoring Organization agrees to provide to Artist:

- A. Sponsoring Organization will provide one 10"x10" tent, one table, two folding chairs and a table covering.
- B. Artist agrees to provide to Sponsoring Organization a \$_____ tent fee (\$85 for entire tent, or \$50 for a shared tent), and a written list of any technical requests, which shall be attached to this agreement as a technical rider.
- C. Except as provided and agreed to in the technical rider referred to above, Sponsoring Organization shall provide back-of-house, front-of-house and technical staff adequate, in its sole opinion, for the proper conduct and presentation of this event.

III. EVENT MANAGEMENT

A. Sponsoring Organization shall be solely responsible for the management of this event including advertising and promotion, audience control. Sponsoring Organization reserves the right to make announcements regarding fire and safety regulations before, during, and after the event; and to interrupt performances and the festival should it for any reason deem such action necessary.

B. Artist agrees that all artist's personnel, employees, guests, and agents shall abide by all applicable government laws, codes, regulations, and conveyed event guidelines.

C. Artist is responsible to secure and maintain all exhibition-related and personal property, and to promptly notify Sponsoring Organization of any instances of theft or vandalism witnessed or experienced.

IV. NON-PERFORMANCE NOT A DEFAULT

A. Neither Artist nor Sponsoring Organization shall be liable for failure to appear, present, or perform if such a failure is caused by or due to labor difficulties, civil tumult, strike, epidemic, acts of nature, or any cause beyond the control of Artist or Sponsoring Organization.

B. Normal weather events which do not pose imminent danger to festival, staff exhibitors, performers or guests will not result in cancelation of the event and are excluded from the acts of nature clause under section IV.A.

C. In the event of Artist Cancellation after September 1, 2015, no booth fee refunds can be provided.

V. INDEMNIFICATION AND LIABILITY

A. Artist shall defend, indemnify and hold Sponsoring Organization, its officers, employees and agents against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Artist its officers, agents or employees.

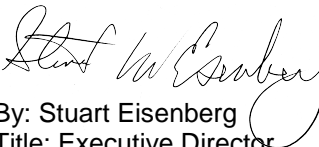
B. Artist shall defend, indemnify and hold harmless Sponsoring Organization, its officers, agents and employees, against all claims, demands, costs and expenses that Sponsoring Organization may sustain or incur by reason of any infringement or violation, or any alleged infringement or violation, of any copyright or proprietary right in the exhibition defined herein above, or of any portion or portions thereof, Artist shall pay any and all royalties required on copyrighted material. Sponsoring Organization, its officers, agents and employees shall be held free of all liabilities there from.

C. If requested, representatives of the Artist and Sponsoring Organization shall tour the facility prior to the event and immediately following the festival to determine any event-related damage to the festival site or any leased equipment provided by the Sponsoring Organization. Any and all such damage shall be the responsibility of Artist which shall pay the cost of repair within thirty days after receipt of an itemized bill from Sponsoring Organization.

ARTIST

By: _____
Title: _____
Date: _____

SPONSORING ORGANIZATION


By: Stuart Eisenberg
Title: Executive Director
Date: 5/4/2015