

Lexington's Fourth of July Festival

Performing Artist Application

Event Date and Hours:

- Saturday, July 4, 2020 – 10AM – 6PM.

General Information:

- Application must e-mail an electronic link to a sample of music or performances that are representative of what applicant will perform during the 2020 Fourth of July Festival.
- The majority of the spots are one hour, however longer sets may be offered to some entries, based on genre.
- Deadlines: Submissions must be postmarked by June 1; Notifications will be sent after June 5.
- For additional questions, please contact Laura Farnsworth, Senior Event Director at laura@downtownlex.com.

About the Artist:

Performing Artist: _____

Primary Contact: _____

Contact's Street Address: _____

City/State/Zip: _____

Day Phone: _____ Evening Phone: _____

Website: _____

Email: _____

Number of Performers: _____

Type of Performance: ☐ Instrumental/Vocal Music ☐ Dance ☐ Theatrical ☐ Other

Please specifically describe the performance including genre, electric/acoustic, is original material used, examples etc.

Please list any performance date or time restrictions/preferences for the Fourth:

Downtown Lexington Partnership ("DLP") may make such reasonable rules and regulations from time to time, before and during the Fourth of July Festival, as it shall deem necessary or desirable and the Performing Artist represents and warrants that Performing Artist shall abide by such rules and regulations. The Performing Artist will be advised thereof to the extent possible prior to the opening of Fourth of July Festival and will be advised during the course of the event of any additional rules, regulations and requirements made pursuant hereto. Any violation by the Performing Artist, its employees, agents or representatives of such rules and regulations or any conduct by the Performing Artist, its employees, agents or representatives which, in the absolute and sole discretion of the DLP, is objectionable or detracts from the dignity of Fourth of July Festival, shall constitute a breach of agreement and, in any such event, without waiving any other right of account hereof, the DLP may remove from the Fourth of July Festival the Performing Artist or any or all of its employees, agents or representatives. The DLP may order the withdrawal of any musical song or act of the Performing Artist, which,

in the absolute and sole discretion of the DLP, does not fit with the character of the Fourth of July Festival. The decision of DLP in connection with any action taken by it or on its behalf shall be final and binding. Further, the Performing Artist represents and warrants that the Performing Artist has obtained all licenses, trademarks, copyrights, and right of publicity or privacy with respect to any and all content of the Performing Artist's performance.

By signing this Application, the Performing Artist agrees to indemnify and hold harmless the DLP, its members, officers, directors agents and employees, all co-sponsoring organizations and individuals and all persons acting for the DLP ("DLP Indemnified Parties") from and against any and all claims, demands, obligations, damages, recoveries, liabilities, losses or deficiencies, whether accrued, absolute, contingent, known, unknown or otherwise (including, without limitation, any and all penalties, interests, reasonable attorneys' fees and other costs and expenses relating to any and all actions, suits, proceedings, demands, assessments and judgments), whether brought by the parties hereto or a third party, made against or incurred by any of the DLP Indemnified Parties, which arise out of, result from or related to: (i) any actual or alleged infringements or violations of any trademark, copyright, trade secret, right or publicity or privacy (including, but not limited to, defamation) patent or any other proprietary right, with respect to any and all content of the Performing Artist's performance; (ii) any misrepresentation, breach of warranty, breach of covenant or non-performance on the part of the Performing Artist under this Agreement; (iii) any liabilities arising from the Performing Artist's acts and omissions in connection with the Artist's performance, including, without limitation, to the generality of the foregoing, liabilities for salaries, wages, commissions and expenses of the Performing Artist's employees and agents, liabilities of any nature on account of injury or damage to person or property by the Performing Artist; and (iv) any negligence or willful misconduct of the Performing Artist.

If there is more than one member of the Performing Artist group, this contract is applicable to all members of the group. Performing with the undersigned at the Fourth of July by each member of the group constitutes a signature on this contract and states his or her understanding and agreement to the terms and conditions outlined herein.

The invalidity or unenforceability of any provision set forth in this Agreement shall not affect the other provisions of this Agreement, which shall be construed in all respects as if such invalid or unenforceable provisions were omitted or modified (consistent with the expressed intention of the parties hereto) to the extent necessary to make such provision valid and enforceable.

This Application does not create and may not be construed to create any joint venture or partnership between the parties. The Performing Artist shall not hold himself out to third parties as an employee of the DLP, and shall have no authority to bind or commit the DLP, legally or otherwise. No officer, employee, servant of either party will be deemed at any time to be an employee, servant or agent of the other party.

This Agreement is executed and delivered, and shall be governed, enforced and interpreted in accordance with the laws of the Commonwealth of Kentucky. Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the Eastern District of Kentucky or any state court in Fayette County, Kentucky, having jurisdiction over the subject matter of the dispute or matter.

All parties to this Agreement hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

By signing this Application and agreement, the signatory represents and warrants that such person reviewed and understood the terms and conditions and has the full right and authority to execute and deliver this Application and agreement on behalf of the Performing Artist or Group.

Performing Artist: _____

Signature of Person Signing on Behalf of the Artist/Group: _____