**ARTIST ENGAGEMENT CONTRACT**

**BETWEEN**

**THE MAYOR AND CITY COUNCIL OF BALTIMORE**

**AND**

**ARTIST’S LEGAL NAME**

**THIS AGREEMENT** (this “Agreement”) is made the Effective Date (defined below) by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, acting by and through the Mayor’s Office (the “City”) and **ARTIST’S LEGAL NAME** (the “Artist”).

**NOW, THEREFORE**, the City hereby engages the Artist and the Artist hereby agrees to perform the engagement hereinafter provided, upon all the terms and conditions herein set forth:

1. **EFFECTIVE DATE**: This Agreement shall commence upon the date the last party executes this Agreement and shall terminate upon the conclusion of the Engagement.
2. **DATE OF ENGAGEMENT**: PROVIDE DATE
3. **PLACE OF ENGAGEMENT**: PROVIDE ADDRESS
4. **HOURS OF ENGAGEMENT**: PROVIDE SPECIFICS (i.e. 75-90 minutes of full band performance starting at 6:30 pm)
5. **ENGAGEMENT FEE**: Total compensation under this Agreement shall not exceed PROVIDE AMOUNT.
6. **ADVERTISING**: The City may advertise this engagement in print, on social media, television, radio, or any other form of advertising.
7. **GOVERNING LAW**: This Agreement is made in the State of Maryland and Maryland law shall govern its interpretations, performance and enforcement, exclusive of its conflict of laws rules. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be brought in a court of competent jurisdiction in Baltimore City.
8. **EQUIPMENT, STAGING, ETC.**: The City agrees to furnish at its own expense and at its sole discretion the following for the proper entertainment presentation: a suitable location, stage, curtains, properly-tuned instrument(s), public address system, dressing room and lights. The City agrees to provide at its sole discretion advertising and publicity for the entertainment presentation. Artist shall inspect and test all equipment prior to the performance to assure that all equipment is operating to their specifications and that it has been installed in a safe manner that assures the safety of the performance to the public. The City has no responsibility/liability for theft or damage whatsoever with respect to any equipment, instruments or other property that the Artist uses in its performance. Any equipment, staging or other property for the use of the Artist in its performance shall be returned to the City in the condition in which it was first tendered, absent normal wear and tear.
9. **BROADCASTING AND RECORDING RESTRICTION**: Except for media purposes of the City and its CharmTV, the City shall not have the right to broadcast or televise, tape, photograph or otherwise reproduce the Artist’s performance hereunder, or any part thereof.
10. **ARTISTIC CONTROL**: Except as otherwise stated herein, Artist shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the means and methods of the performances of the performing personnel. Artist acknowledges that this engagement is at a family-oriented event and shall consider this in its production, presentation, and performance.
11. **NON-PERFORMANCE**: In event of sickness or of accident to Artist, or if the performance is prevented, rendered impossible or infeasible for any reason or by any regulation of any public authority or bureau, act of God, civil tumult, strike, epidemic, interruption in or delay or transportation services, war conditions or emergencies, or any cause beyond the control of Artist, it is understood and agreed that there shall be no claim for damages by either party to this Agreement, and Artist’s obligation as to such performance shall be deemed waived, except Artist shall repay the Engagement Fee.
12. **CANCELLATION (TERMINATION) OR DATE CHANGE**: In the event the City cancels the agreed date of this Agreement without rescheduling with the Artist for another agreed date, Artist will keep the Engagement Fee as liquidated damages.
13. **NAME AND LIKENESS RIGHTS**: Artist agrees the City may use Artist’s name, pictures, photographs and other life-likeness in connection with the advertising and publicizing of the engagement hereunder, but such use shall not be as an endorsement of any product or service. Such rights of the City shall extend and continue in effect during and after the term of the Agreement for use of media purposes of the City and its CharmTV.
14. **MERCHANDISING**: Artist shall have the right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at the performance hereunder and the receipts thereof shall belong exclusively to Artist. Artist shall comply with all laws, regulations, and licenses required for any merchandising in connection with, and at the performance.
15. **INSURANCE AND INDEMNIFICATION**: During the term of this Agreement, Artist shall obtain and maintain commercial general liability insurance in the amount of Five Hundred Thousand Dollars ($500,000). The Artist shall also maintain such other insurance as required by the City. The Artist shall hold harmless the City and any and all persons who suffer personal injury or property damage due to acts or omissions of the Artist and shall indemnify the City and any and all persons who suffer personal injury or property damage due to acts or omissions of the Artist during or incidental to any performance given under this Agreement. This hold harmless and indemnification provision shall survive termination of this Agreement.
16. **INDEPENDENT PARTIES**: Nothing contained herein shall ever be construed to constitute the parties hereto as a partnership or joint venture.
17. **MISCELLANEOUS**: This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered unless in a writing signed by both parties. This Agreement cannot be assigned or transferred without the written consent of the parties.
18. **AUTHORITY OF SIGNATORY**: This person executing this Agreement on the Artist’s behalf warrants his/her authority to do so.
19. **NOTICES**: Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore or mailed, postage prepaid, to the other party by certified mail, return receipt requested, to the parties at the following addresses:

|  |  |
| --- | --- |
| FOR THE CITY: | FOR THE ARTIST: |

1. **CITY REQUIREMENTS**:
	1. **NONDISCRIMINATION**: The Artist shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, ethnicity, sex, age, marital status, sexual orientation, gender identity or expression, disability, genetic information or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Artist shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
	2. **MBE/WBE**: The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women’s Business Enterprise), as amended, are hereby incorporated by reference into this Agreement. If applicable, failure of the Artist to comply with this subtitle shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Artist. The Artist will make good faith efforts to utilize minority and women’s business enterprises and maintain records reasonably necessary for monitoring compliance with this subtitle. (See Art. 5, § 28-54, Baltimore City Code)
	3. **CONFLICT OF INTEREST**: No elected official of the City, nor other officer, employee or agent of the City who exercises any functions or responsibilities in connection with this Agreement, shall have any personal interest, direct or indirect, in this Agreement. By executing this Agreement, the Artist asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Agreement. The Artist agrees to refrain from entering into all such practices or agreements during the term of this Agreement (and any extensions thereto) that could give rise to a conflict of interest. Furthermore, the Artist asserts that it has fully disclosed to the City any and all practices and/or agreements of whatever nature or duration that could give rise to a conflict of interest and will continue to do so during the term of this Agreement and any extensions thereto.
	4. **INDEPENDENT CONTRACTOR**: It is understood and agreed that the Artist is an independent contractor and not entitled to receive any City employee benefits or worker’ compensation. In addition, the City shall not be responsible for any state or federal withholding taxes or for FICA and state unemployment insurance. The Artist shall be responsible for reporting and paying any Federal, state and local taxes due on the consideration paid under this Agreement.
	5. **ACKNOWLEDGEMENT**: The Artist acknowledges that the City is not a signatory to the Screen Actors Guild collective bargaining agreement or any other union or guild agreement.
	6. **AUDITS**: At any time during business hours and as often as the City may deem necessary, there shall be made available to the City for examination, the Artist’s records with respect to matters covered by this Agreement. The Artist shall permit the City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement. Any travel under this Agreement must be consistent with the City’s Administrative Manual.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the Effective Date.

**WITNESS MAYOR AND CITY COUNCIL OF**

**BALTIMORE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS ARTIST’S LEGAL NAME**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**APPROVED AS TO FORM AND**

**LEGAL SUFFICIENCY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chief City Solicitor