



CONTRACT FOR ENTERTAINMENT SERVICES

April 04, 2007

CONTRACTING PARTIES: Savannah PRIDE, Inc. and _____, also know as _____. This contract is formed between the Savannah PRIDE, Inc. and _____ hereinafter referred to as "Performer" for the personal entertainment services of the Performer. In consideration of the agreements set forth herein, the parties hereby agree as follows with regard to the activities hereinafter described and the terms and conditions in connection therewith:

The Performer hereby agrees to provide services to the Savannah PRIDE, Inc. in connection with the Savannah PRIDE Festival 2007. The Performer agrees to perform on September 15, 2007 at approximately _____ pm. The Performer agrees to provide a minimum of ___ minutes of services irrespective of whether the actual start time is earlier or later than the above noted start time.

1. The Venue for this event will be held in Johnson Square in Downtown Savannah, GA. during the Savannah PRIDE Celebration – "PRIDE Stage."
2. The Performer, and/or his or her agents, will arrive at the venue at _____ pm on September 15, 2007 to setup the necessary equipment for the Performer.
3. In exchange for the Performer's services, Savannah PRIDE, Inc. agrees to cover the following expenses to the extent noted: Travel – _____; Hotel _____; Ground Transportation _____ Other _____. Any amount exceeding the values noted above shall be the sole responsibility of the Performer and no liability shall be accepted by Savannah PRIDE, Inc.
4. Savannah PRIDE, Inc. shall have complete control of all advertising and promotion for this agreement.
5. Performer shall not be considered an employee of Savannah PRIDE, Inc.
6. Performer agrees to indemnify and hold harmless Savannah PRIDE, Inc., its Board Directors, members, volunteers, sponsors, and agents from any and all claims, injury, death, damage to any person (including spectators) or his or her property (including persons or property of Performer's officers agents, and employees) received, done or occurring in, on or about any portion of the facilities or land while being used by the Performer under this agreement. The Performer hereby releases and forever discharges Savannah PRIDE, Inc., of Directors, members, and volunteers, sponsors, and agents from any and all liabilities, claims, demands, and actions for personal injury, death, and personal property, including, but not limited to losses arising or in any way from the Performer's presence in or on property pursuant to the above described engagement.
7. The Performer shall comply with all municipal, state, and federal laws and regulations in conducting operation under this agreement.
8. Savannah PRIDE, Inc. shall not be held responsible if, through an "act of God" or conditions beyond its control, it is unable to provide a venue on the date and time when the engagement herein contracted for is scheduled. Furthermore, if such acts or conditions occur, the Savannah PRIDE, Inc. is not liable for any damage the Performer and/or his or her group or representative might suffer. If this contract is canceled by the Performer or if the Performer requests a change of date for any reason other than "act of God," riot, epidemic, act of terrorism, or any act of public authority, the Performer agrees to reimburse Savannah PRIDE, Inc. for its expenditures on behalf of the Performer as outlined in Paragraph 3 above, immediately upon presentation of proof of such expenditures to the Performer or his or her authorized representative.
9. Both Performer and Savannah PRIDE, Inc. hereby agree to pursue any litigation resulting from this contract or the engagement described within in the Courts residing in the **State of Georgia**.
10. The Performer or his or her employees shall not use or be under the influence of intoxicating beverages, narcotics, or drugs at any time at the performance site. If the Performer cannot render said performance within the reasonable expectation of PRIDE as a result of chemical intoxication, Savannah PRIDE, Inc. will consider this a breach of this agreement on the Part of the Performer.
11. Transportation and housing arrangements will be the responsibility of the Performer unless otherwise specified in this contact. However, in the event that transportation and/or housing is at any time furnished by the Savannah PRIDE, Inc. to the Performer and/or his/her entourage, then in consideration of the foregoing, the Performer and/or his/her entourage hereby releases and forever discharges the Savannah PRIDE, Inc. of and from any liability, claims, actions, and possible causes of action whatsoever that may accrued to the loss, property damage, and injury (including death) that may be sustained by the Performer and/or his/her entourage during the course of said transportation and/or housing.
12. Savannah PRIDE, Inc. understands that the Performer is a completely self contained show and will not require supplemental musicians, equipment, musical instruments or other services by and/or at the expense of the Savannah PRIDE, Inc. unless otherwise specified in this contract. Savannah PRIDE, Inc. is not responsible for obtaining any equipment not specifically stated in this contract or rider. The Performer agrees that if he/she does not use the equipment required in the contract or rider he/she shall pay for all rental expenses of said equipment.

13. The Performer may have the right to sell records, photographs, and souvenirs prior to the performance and after the performance upon written approval of the Savannah PRIDE, Inc. Souvenir sales may be restricted to specific areas as such venue allows.
14. Savannah PRIDE, Inc. shall retain the right to photographs, audio record and video record said performance for publications and promotional materials.
15. Entertainer agrees and acknowledges that the use of any incendiary or pyrotechnic device on, or within, the performance stage area must be approved prior to such acts. Such incendiary and pyrotechnic devices are described as, but not limited to, open flame, fireworks, or any item that may create a hazard of fire. Further, it is agreed that no prop or other item shall be used which could cause or create a hazard to the safety of persons and or property contained on the stage or stage area.
16. The Savannah PRIDE, Inc. also kindly requests that entertainers be sensitive to the diverse audience that the Savannah PRIDE Festival attracts. The Savannah PRIDE, Inc. does not wish to censor or suppress speech or artistic expression; however Savannah PRIDE must request that profane or offensive language not be used gratuitously. The Savannah PRIDE Board strives to maintain an environment for all its patrons that are inclusive, welcoming, and respectful to all attendees.
17. Number of Attachments, Appendixes, and/or riders attached to be incorporated herein: **TBD**.
18. No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement. This contract, along with any riders, attachments, or appendixes contain all the terms and conditions agreed upon by the parties hereto, and may not be amended other than in writing and signed by both parties. In the event of any conflict, inconsistency, or incongruity between the provisions of the Performer's contract and/or other attachment, the provisions of the Savannah PRIDE, Inc. Contract and other attachments shall in all respects govern and control. If this contract is signed by someone other than Performer, the person signing for the Performer expressly warrants that he/she is authorized by the Performer to execute this contract on behalf of the Performer for this engagement at the time and place specified in this contract.
19. This contract shall be governed by and in accordance with the laws of the **State of Georgia**. Performer and Savannah PRIDE mutually consent to the personal jurisdiction of the courts of the *State of Georgia located within the City of Savannah and Chatham County* for all purposes arising out of or relating to this contract or breach thereof. Parties further agree that prior to the filing of any lawsuit for breach or dispute otherwise arising out of this agreement, to participate in mediation in an attempt to resolve such dispute. Parties, and there counsel, shall jointly select a neutral mediator in order to facilitate such mediation in an effort to resolve such dispute.
20. The parties agree that the failure of either party at any time to require performance by the other, of any provision hereunder, shall in no way affect the right of that party to enforce same, nor shall the waiver by either party of any breach of this contract to be held to be a waiver of any subsequent breach of such provision or as a waiver of the provision itself.
21. In the event that any provision of the contract is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this contract shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part has been deleted. This contract constitutes the entire understanding between the parties with regard to Performer's agreement to perform at the Savannah PRIDE Festival 2007. There are no promises or representations of any kind relative to Performer's agreement to perform, except as are specifically set forth in this contract.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement the ____ day of _____, 2007.

 Patrick Mobley
 Executive Director, Savannah PRIDE, Inc.

 Dennis Fields
 Entertainment Director, Savannah PRIDE, Inc.

 Performer/Agent Signature

 Address City State Zip

 Telephone