

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 20__ ("Effective Date"), by and between the **City of Florida Procurement Hub, Florida**, a Florida municipal corporation, whose principal address is 1234 Strategic Sourcing Street, Florida Procurement Hub, FL 33333 ("**City**"), and [**Performer / Entertainment Provider Name**], a [State of Incorporation/Organization] [Type of Entity], authorized to do business in Florida, whose principal address is [Contractor Address] ("**Performer**").

RECITALS

WHEREAS, the City desires to engage the Performer to provide entertainment services at a City-sponsored event; and

WHEREAS, the Performer represents that they have the qualifications, experience, and ability to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and terms set forth herein, the parties agree as follows:

1. ENGAGEMENT

1.1 The City hereby engages the Performer to provide the performance(s) or entertainment services as outlined in this Agreement, and the Performer accepts such engagement.

1.2 The nature of the performance(s) shall include:

- ☐ Live music
- ☐ Comedy
- ☐ Theatrical or dance performance
- ☐ Other: _____

1.3 Details of the engagement are attached as Exhibit A – Performance Details, and may include dates, times, duration, location, type of performance, and equipment requirements.

2. COMPENSATION

2.1 The City agrees to pay the Performer a flat fee of \$_____ for the full performance(s) described in Exhibit A.

2.2 Payment shall be made as follows:

- ☐ In full within thirty (30) days after the performance.
- ☐ 50% deposit upon execution of the Agreement and 50% upon completion.
- ☐ Other: _____

2.3 The City shall not be responsible for any additional fees, travel costs, or rider expenses unless pre-approved in writing.

3. PERFORMANCE REQUIREMENTS

3.1 The Performer shall:

- Arrive no later than ____ minutes before the scheduled start time.
- Provide all required equipment and instruments unless otherwise specified in Exhibit A.
- Conduct themselves professionally and perform in a manner suitable for a public, family-friendly municipal event.
- Not promote political, religious, or commercial content without prior written City approval.

3.2 Any changes to the agreed-upon performance schedule must be made in writing and approved by the City in advance.

4. CANCELLATION AND FORCE MAJEURE

4.1 Cancellation by Performer: The Performer shall notify the City in writing no less than fifteen (15) calendar days in advance if unable to perform. Failure to do so may result in forfeiture of any fees and potential liability for damages.

4.2 Cancellation by City: The City reserves the right to cancel the performance for any reason with at least seven (7) days' notice, in which case the Performer shall be paid a prorated portion of any non-refundable costs incurred, if pre-approved.

4.3 Force Majeure: Neither party shall be liable for failure to perform due to events beyond their control, including natural disasters, acts of God, public health emergencies, or government orders. If the event is canceled due to force majeure, both parties agree to reschedule the performance if feasible.

5. INTELLECTUAL PROPERTY

5.1 The Performer grants the City a non-exclusive, royalty-free license to record, photograph, and publicize the performance for promotional, archival, and reporting purposes.

5.2 Performer warrants that their performance and materials do not infringe on any copyright, trademark, or intellectual property rights of others.

6. INSURANCE AND LIABILITY

6.1 The Performer shall be responsible for any personal injuries or property damage caused by their negligent acts or omissions during the performance.

6.2 If requested, the Performer shall provide proof of liability insurance in the amount of \$1,000,000 per occurrence.

6.3 The City shall not be liable for any theft, loss, or damage to Performer's personal property or equipment brought onto City premises.

7. INDEMNIFICATION

To the fullest extent permitted by law, the Performer shall indemnify and hold harmless the City, its officers, employees, and agents from and against any and all claims, liabilities, damages, and expenses arising out of or resulting from the Performer's negligent or willful acts or omissions in connection with this Agreement.

8. INDEPENDENT CONTRACTOR

The Performer shall perform under this Agreement as an independent contractor and not as an employee or agent of the City. Nothing in this Agreement shall be construed to create an employment relationship, partnership, or joint venture.

9. COMPLIANCE WITH LAW

The Performer shall comply with all applicable local, state, and federal laws, including but not limited to:

- Florida child labor laws (if minors are involved)
- Americans with Disabilities Act (ADA)
- Public decency and safety regulations
- Any applicable permits or licensing requirements

10. TERMINATION

This Agreement may be terminated by either party for material breach or by mutual written consent. Upon termination, the City shall only be obligated to pay for services rendered up to the effective date of termination.

11. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue lying exclusively in the courts of _____ County, Florida.

12. MISCELLANEOUS

12.1 Entire Agreement

This Agreement, including all exhibits, represents the entire understanding of the parties and supersedes all prior discussions or agreements.

12.2 Amendments

No modification of this Agreement shall be valid unless made in writing and signed by both parties.

12.3 Severability

If any provision of this Agreement is found invalid, the remainder shall remain in effect.

12.4 Waiver

A waiver of any breach shall not be deemed a waiver of any subsequent breach.

13. ATTACHMENTS

- Exhibit A – Performance Details (Date, Location, Duration, Type of Entertainment)
- Exhibit B – Compensation and Payment Terms (Optional)
- Exhibit C – Proof of Insurance (If required)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

CITY OF FLORIDA PROCUREMENT HUB

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (if required by City Charter/Ordinance):

By: _____

Print Name: City Clerk (or designee)

Title: City Clerk

Date: _____

(CITY SEAL if applicable)

[PERFORMER NAME]

By: _____

(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

WITNESS (for Contractor, if required):

By: _____

Print Name: _____

(CORPORATE SEAL if applicable)

UNAUTHORIZED USE PROHIBITED