

**2009 Winter Festival
Entertainment Rules, Regulations, and Guidelines**

1. To be considered to perform, please complete the enclosed application, including the liability disclaimer, ASCAP Agreement and stage plot and return by the September 18 deadline. Please mail or hand deliver to Tallahassee Parks, Recreation and Neighborhood Affairs (hereinafter TPRNA), 912 Myers Park Drive, Annex Bldg. Faxes will not be accepted.
2. You may be asked to submit a demo CD or tape if you have never performed at the Winter Festival or another City of Tallahassee sponsored event.
3. Previous performers are not guaranteed a performance spot from year to year.
4. The Entertainment Committee will have final determination of time of performance and stage placement for all acts.
5. If selected to perform, please be available to perform anytime between 3:00 p.m. and 10:00 p.m. on Saturday, December 19, 2009.
6. Children's acts will be assigned early performance times.
7. In keeping with the festive atmosphere of the event, the Committee requests that all entertainers be in holiday attire during their performance – Santa Hats, holiday costumes, holiday colors. Winter Festival holiday hats and t-shirts may be purchased from the festival office beginning the last week of October. Please, no Santa Costumes.
8. Royalties, union fees, welfare, insurance, taxes, personal expenditures, operating or travel expenses and any other obligations are a part of the cost of production and are the responsibility of the artist; therefore, the City of Tallahassee and the Winter Festival shall not be responsible for payment of these obligations.
9. Due to flooring restrictions and safety issues, steel-toed shoes, tap shoes, clogging shoes and bare feet will NOT be permitted on the Showmobile. No exceptions.
10. If selected, your participation as a Winter Festival entertainer constitutes permission to use your name(s), likeness(es) and voice(s) for future advertising and publicity without compensation. TPRNA reserves the right to photograph/videotape facilities, activities and program participants for potential future use. All photographs/footage will remain the property of the TPRNA and may be used for publicity or promotion purposes only.
11. American Society of Composers, Authors and Publishers (hereinafter referred to as ASCAP): Please be advised of certain limitations and requirements regarding performances of music under the City of Tallahassee's license agreement with ASCAP for public performances of music written or published by ASCAP members.
This license covers non-dramatic renditions of musical compositions (mechanical or live) limited to the ASCAP repertory (copyrighted by ASCAP members which ASCAP has the right to license for performances) on property owned or operated by the City at events and functions conducted, sponsored or presented by or under the auspices of the City.
12. Please stay on schedule so that other performers may enter the stage, set up and play their assigned performance slot and exit for the next group.
13. The City of Tallahassee, its employees, event sponsors and volunteers are not responsible for neglect, damage to your equipment, theft, or personal bodily injury to you or your fellow entertainers, your employees, your representatives, your volunteers or your guests while participating in the Winter Festival. This includes traveling to and from the event, pre-event set up, during the event, and post-event tear down.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

The TPRNA reserves the right to photograph/videotape facilities, activities, and program participants for potential future use without compensation. All photos/footage will remain the property of the Tallahassee Parks and Recreation Department and may be used for publicity or promotion purposes only

IMPORTANT NOTICE: Due to the Homeland Security Advisory System, all activities, events, and Winter Festival components are subject to change or cancellation. Notification of changes or cancellations will be submitted accordingly.

If a person with a disability requires an accommodation to participate or if special seating arrangements are needed, requests must be made to the event coordinator seventy-two (72) hours prior to the event.

2009 ENTERTAINMENT APPLICATION

APPLICATION DEADLINE: SEPTEMBER 18, 2009, or until filled

Please print or type:

Group/Performer: _____

Contact Person/Band Leader: _____

Work Phone: _____ Home Phone: _____ Fax: _____

Cell: _____ Email (preferred) _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Type of Act (Music, Dance, Theater, Other): _____

Style or Genre (If applicable): _____

Number of Performers: _____

Minimum Stage Area Required: _____

Please describe your group, your performance, and stage requirements. This important information will determine on which stage your act will be placed. Please use additional paper, if necessary.

Please list past performances: _____

Festival Date: Saturday, December 19, 2009 ~ 3:00 p.m. until 10:00 p.m.

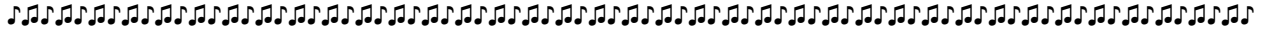
Please mail or hand deliver application package (no faxes will be accepted) to:
Winter Festival Entertainment
912 Myers Park Drive
Tallahassee, FL 32301
(850) 891-3879 (850) 891-3860 FAX: (850)-891-3874 TDD: 711 Web: talgov.com

I (print name), _____ (Applicant/Authorized Representative), hereby acknowledge that I have read the Rules and Regulations associated with being an entertainer at the Winter Festival and have thereby duly informed all entry participants (my fellow entertainers, employees, volunteers, representatives, agents, etc.) of said Rules and Regulations, and agree that Applicant and all participants in this entry will heed all Winter Festival Committee rules and regulations and directives, whether written or oral, and all applicable laws and ordinances.

Signature, Applicant/Authorized Representative

Date

Winter Festival Use Only: Date application received: _____



**City of Tallahassee
Winter Festival – A Celebration of Lights, Music and the Arts
Liability Disclaimer**

The City of Tallahassee Winter Festival does not provide liability insurance for the protection of participants, spectators, merchants or others who participate in Winter Festival activities.

In consideration of being permitted to participate in such activity, the participant does hereby release and forever discharge the City of Tallahassee, its officers, officials, employees and agents, jointly and severally from any and all actions, cause of action, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participants, merchants, spectators, or others in consequence of participating in City of Tallahassee Winter Festival activities. This waiver and release expressly includes any action, cause of action, claim or demand based upon any act, omission or negligence by the City of Tallahassee its officers, officials, employees or agents.

This release extends and applies to, and also covers and includes all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands injuries or damages which are unknown or unsuspected to the person executing such release at the time of such ex4ecutive, are hereby expressly waived.

I hereby agree on behalf of my heirs, executors, administrators and assigns to indemnify the city of Tallahassee, its officers, officials, employees and agents and all members and officials of the Winter Festival Committee, jointly and severally, and to hold the same harmless from and against any and all actions, claims, demands and liabilities, loss, damages and expense of whatever kind or nature, including attorney fees, which may at any time be incurred by them or claimed against them by reason of my participation in the Winter Festival. This hold harmless and indemnity provision expressly includes any action, cause of action, claim or demand based upon any omission or negligence by the City of Tallahassee, its officers, officials, employees or agents.

Signature, Authorized Representative/Applicant

Date

Print, Authorized Representative/Applicant

Phone

Signature, Parent or Legal Guardian, if under18

Date

Print, Parent or Legal Guardian, if under 18

Phone

City of Tallahassee License Agreement
American Society of Composers, Authors and Publishers (ASCAP)

Performer: _____

Address: _____

This letter is to advise you of certain limitations and requirements regarding the performance of music for the Winter Festival under the City of Tallahassee’s License Agreement with ASCAP for public performances of music written or published by ASCAP members. The license covers non-dramatic renditions of musical compositions (mechanical or live) limited to the ASCAP repertory (copyrighted by ASCAP members which ASCAP has the right to license for performance) on property owned or operated by the City at events and functions conducted, sponsored or presented by or under the auspices of the City.

The City contracts with the Winter Festival, which in turn contracts with you for Winter Festival Entertainment – 2009. Under this arrangement, the City’s license covers performances of music by ASCAP members as summarized above. To determine if particular music is covered under this license, you may access the ASCAP database at www.ascap.com.

Performance of musical works written or published by non-ASCAP members is not permitted unless the performer has obtained and provided proof of legal authorization to do so. If you will be performing such music, please sign and return the enclosed copy of this letter in acknowledgement of this limitation and requirement.

Acknowledgement:

By signature, the undersigned hereby acknowledges the requirements and limitations on performance of music as outlined above. If the undersigned performs musical works written or published by non-ASCAP members, proof of legal authorization for performance of that music must be attached to this letter of acknowledgement.

Acknowledged and signed this ____ day of _____, 2009 by (performer/authorized agent)_____.



BAND/ENTERTAINER:

Back Stage



Front Stage

Please draw your stage set up as simply and clearly as possible, showing where amps, drums and musicians will be placed. To suggest microphone placement(s), please use the following key:

Key for Stage Plot

**V = VOCAL MIC
I = INSTRUMENT MIC
DI = DIRECT INPUTS**

Number of Vocal Microphones:

**Number of Instrument
Microphones:**

Number of Direct Inputs:

Entertainer Contact Information (please print):

Name: _____

Phone: _____ **Cell:** _____ **Fax:** _____

Email (preferred): _____

CITY OF TALLAHASSEE
Winter Festival – A Celebration of Lights, Music and the Arts
LIABILITY DISCLAIMER

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In consideration of being permitted to participate in such activity, the participant does hereby release and forever discharge the City of Tallahassee, its officers, officials, employees and agents, jointly and severally from any and all actions, cause of action, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participants, merchants, spectators, or others in consequence of participating in City of Tallahassee Winter Festival activities. This waiver and release expressly includes any action, cause of action, claim or demand based upon any act, omission or negligence by the City of Tallahassee its officers, officials, employees or agents.

This release extends and applies to, and also covers and includes all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands injuries or damages which are unknown or unsuspected to the person executing such release at the time of such executive, are hereby expressly waived.

I hereby agree on behalf of my heirs, executors, administrators and assigns to indemnify the city of Tallahassee, its officers, officials, employees and agents and all members and officials of the Winter Festival Committee, jointly and severally, and to hold the same harmless from and against any and all actions, claims, demands and liabilities, loss, damages and expense of whatever kind or nature, including attorney fees, which may at any time be incurred by them or claimed against them by reason of my participation in the Winter Festival. This hold harmless and indemnity provision expressly includes any action, cause of action, claim or demand based upon any omission or negligence by the City of Tallahassee, its officers, officials, employees or agents.

Signature, Applicant/Authorized Representative

Date

Print, Applicant/Authorized Representative