**FOUNTAINDALE PUBLIC LIBRARY DISTRICT PROGRAM CONTRACT**

This Agreement made the 7th day of December, 2015, by and between Dave Rudolf (Presenter/Entertainer) and the Fountaindale Public Library District (hereafter called FPLD).

The Fountaindale Public Library District (FPLD) hereby engages the Presenter/Entertainer to conduct the named program upon all term and conditions herein set forth, including those on the reverse side hereof, entitled “Additional Terms and Conditions,” and including those contained in the Rider attached hereto by Presenter/Entertainer, which is hereby made part of the contract.

**Program Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Location** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date(s)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Time(s)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Length** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total Compensation $** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Payable to** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FPLD shall furnish, at its sole expense the following:**

**Equipment** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Other** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Must complete W-9 Form: Request for Taxpayer Identification Number and Certification.**

**Certificate of Insurance Required.**

**Closed Captioned Services May be Requested (see page 2).**

**Accepted: Accepted: (Presenter/Entertainer)**

**Fountaindale Public Library District Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Executive Director City/State/Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE REQUIRED ON PAGE 2**

**Documents must be completed and returned via email or U.S. mail by**

**[ADD DATE HERE] or the library reserves the right to cancel the program and void the contract.**

**Thank you for your prompt, courteous response!**

**ADDITIONAL TERMS AND CONDITIONS**

1. Presenter/Entertainer is an independent contractor and is not an employee of FPLD.
2. Commencement time(s) of the program(s) shall be strictly adhered to by both parties.
3. FPLD reserves the right to make in-house announcements and/or sponsorship announcements prior to and/or following program.
4. Presenter/Entertainer shall provide FPLD at the time of execution of this Agreement with detailed staging requirements including, but not limited to, minimum performance area dimensions, minimum ceiling height, sound system needs, dressing room request, electronic equipment requirement, etc.
5. At least three months prior to the program, Presenter/Entertainer shall provide FPLD with background information, biographical materials, electronic performance samples, reproducible or electronic photograph(s) and relevant marketing information.
6. FPLD may use Presenter/Entertainer’s name, pictures, photographs, or likenesses in advertising and publicizing the program.
7. No portion of the program may be recorded, filmed, taped or reproduced for external distribution without the prior approval of Presenter/Entertainer and FPLD. The program may be filmed, taped or reproduced, however, for closed captioning services which are offered to program attendees and may be on a public website.
8. In compliance with the American with Disabilities Act (ADA), closed-captioning services may be offered to FPLD patrons using speech recognition software and, as such, presenters/entertainers may need to wear dedicated microphones and be available 30 minutes prior to program start time to work with speech recognition software. If closed-captioning services are required, the presenter must use FPLD supplied laptop and associated equipment.
9. Presenter/Entertainer will inform FPLD as soon as possible if it becomes necessary to replace essential personnel for the program and FPLD reserves the right to cancel under such circumstances.
10. If the Presenter/Entertainer cancels the program, a full refund of any deposit will be mailed to FPLD within one week from date of the scheduled program. If it is possible, FPLD will try to work with the Presenter/Entertainer to reschedule the program.
11. Presenter/Entertainer must notify FPLD of program cancellation minimum of 30 days prior to date of the program.
12. Presenter/Entertainer participates at his/her own risk.
13. Presenter/Entertainer assumes all risk of damage or loss to his/her merchandise, personal property, and personal effects.
14. Presenter/Entertainer releases and discharges FPLD and its Trustees, Officers, Employees or Agents from any and all claims, causes of action, losses, or other damage resulting from, arising out of, or relating in any way to his/her program.
15. Presenter/Entertainer shall indemnify FPLD and its Trustees, Officers, Employees or Agents and save them harmless from losses, damages, or claims in connection with his/her program.
16. Any legal action or arbitration arising from this Agreement shall be held in the County of Will, State of Illinois.

Fountaindale Public Library

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Not individually but solely as agent for FPLD Presenter/Entertainer

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