



Performance Information/Agreement  
Downtown Holiday Market Stage  
**December 3-23, 2010**

**PERFORMER INFORMATION/AGREEMENT**

**PURPOSE:** The purpose of the stage performances during the Downtown Holiday Market is to celebrate the event and provide holiday cheer and entertainment as part of this unique marketplace.

**LOCATION:** The event is located outdoors at F Street NW between 7<sup>th</sup> and 9<sup>th</sup> Streets, the stage is located next to the National Portrait Gallery steps.

**PERFORMANCE GUIDELINES:** Artists are encouraged to perform family-friendly music that is upbeat and festive -- reflective of the celebratory nature of the Holiday Market. Performers are encouraged to dress festively. Santa hats will be on hand for those who are game to wear them!

**HOURS:** Performances will be held daily beginning at 12:00 pm and ending at 7:00 pm from December 3<sup>rd</sup> through December 23<sup>rd</sup>. There are three two-hour performance slots each day; each slot includes two sets and a 15 minute break.

**COMPENSATION/PAYMENT:** Performers are compensated in accord with their individual agreements. Performers are encouraged to sell CDs and they may also collect tips. Payment will be by check (one check per group) and mailed to performers within two weeks of their performance (or after their last performance date for those who are scheduled to perform more than once).

**LOAD-IN AND LOAD-OUT:** Set-up will take place immediately prior to the performance, and load-out immediately following. Load-in/out assistance will be provided. Vehicles pull up to the Loading Zone, approximately 40 feet from the stage. All gear will have to be transported by hand and/or handcarts.

**PARKING/METRO. One parking voucher per performer/group** is available for the nearby City Center surface lot. The parking fee for additional vehicles is about \$10 at that lot. After they have unloaded, staff will give performers the parking voucher. The parking lot is about three blocks from the site, but due to one way streets, the drive is somewhat longer. Please factor this drive and short walk-back into your arrival time. **METRO:** Downtown Holiday Market is located one block from the Gallery Place Metro stop and about three blocks from the Metro Center stop. Performers traveling light may wish to use Metro.

**ARRIVAL TIME:** Please arrive at least 30 minutes before your performance. If you find that you are running late or have other emergency, please call one of the contacts below as soon as possible.

**RAIN OR SHINE:** Performances will take place rain or shine. However, in the event of inclement weather, performances may be stopped for safety reasons at the discretion of the stage manager, sound technician, or staff, or may be cancelled in advance schedule. Decisions about cancellation will be made by 12 noon the day of the performance. If the Producer cancels the performance less than 24 hours before scheduled start time, Performers will receive 50% of their performance fee. Performance times and fees are not negotiable.

**DAY OF PERFORMANCE CONTACT INFORMATION:**

Mike Berman -- 202-215-6993 (cell)

Donna Fletcher (may not be on site) -- 202-547-6217 (land), 202-365-8834 (cell, day of performance only)

**RESPONSIBILITIES:** Each performance group must bring its own instruments, props, etc. A sound system with technician will be provided. See “Venue Details” below for more information.

**SIGNAGE:** Banners or signs provided by the group may be displayed at the discretion of the stage manager for the duration of the performance only.

**PUBLICITY:** The Market will take measures to publicize your performance, including but not limited to, on the Market Website ([www.downtownholidaymarket.com](http://www.downtownholidaymarket.com)) and in the Market Program.

**VENUE DETAILS**

**STAGE:** Exact Specifications are subject to change, but will remain substantially similar to:

- 12’ deep x 10’ wide x 1’ tall
- With roof (10’ clearance from stage deck to roof bottom trim)
- With rear and side walls – for use in inclement weather, to be added/removed as necessary
- Heaters will be provided
- Stage lighting will be provided

**SOUND:** Exact Specifications are subject to change, but will remain substantially similar to:

- Sound amplification to fill area.
- Additional speakers placed throughout Market area and sequenced with stage.
- Technician on duty during event
- Gear to consist of the following or similar to:
  - Speakers: 4 tops, 2 subs
  - 4 Monitors
  - 1 Amp Rack
  - 1 16-Channel Mixer
  - 1 effects rack
  - Assorted Wired Mics
  - All Cables and Connectors
  - 1 CD/Cassette Player
  - MP3 player connection

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**Indemnification:**

By Producer: Producer will indemnify and hold harmless the Performer from any and all loss, liability, damages, costs and expenses (including, without limitation, reasonable attorney’s fees) incurred by the Performer as a result of any third party claim arising out of or relating to (i) the negligence or intentional wrongful acts of Producer, or (ii) any breach of any warranty, covenant, agreement or representation made in this Agreement by Producer. Performer will promptly notify Producer in writing of any such claim.

By Performer: Performer will indemnify and hold Producer, the Downtown BID and its agents, employees, officers and directors, and Event sponsors harmless from and against any and all loss, liability, damages, costs and expenses (including, without limitation, reasonable attorney’s fees) incurred by Producer as a result of any third party claim arising out of or relating to (i) the negligence or intentional wrongful acts of Performer or (ii) any breach of any warranty, covenant, agreement or representation made in this Agreement by Performer. Producer will promptly notify Company in writing of any such claim.

**Independent Contractor:** The relationship between Producer and Performer is that of an independent contractor.

**Choice of Law:** This Agreement is entered into in the District of Columbia and will be construed in accordance with the laws of the District of Columbia applicable to agreements entered into and wholly to be performed therein. All disputes arising hereunder, wherever derived, will be resolved by a court of competent jurisdiction in the District of Columbia.

**QUESTIONS:** Donna Fletcher -- 202-547-6217, [donnadcmusic@yahoo.com](mailto:donnadcmusic@yahoo.com)