



2024

**Performing Artist
Agreement**

CHANGES FOR WINTERFEST 2024 DUE TO SPENCER TOWN PARK CONSTRUCTION

For those who have participated in the past, please note our changes for this year. As we eagerly look forward to our permanent home in the park, 2024 will be a transition year.

- Winterfest will be held in the parking lot from the construction fence for the park (approximately where the candy cane entrance sign was in past years) to 4th Street.
- Dates will change from two weekends to one, with the addition of Sunday afternoon.
- All activities will remain the same.

Most questions can be answered by reading through the agreement. A detailed logistics package will be sent in September with the overall layout of the festival, load-in and load-out schedule, and other pertinent information. A stage plot form will be included with a submission deadline of September 30.

Note: Since we have had very little “German” features to Winterfest, We have changed the logo from A German Christmas Marketplace to A Christmas Marketplace. We have also renamed any references to German names to English, such as Biergarten is now Beer Garden.



WINTERFEST TERMS & CONDITIONS

THE MISSION

The Winterfest Committee strives to foster community connection for residents of Spencer and Rowan County as well as visitors through accessible, engaging opportunities that encourage those of every age to experience the child-like wonder of the holiday season.

MARKET LOCATION, DATES & HOURS

Event location: Downtown Spencer across from the NC Transportation Museum.
Street Address: 460 S. Salisbury Ave., Spencer, NC 28159
Friday Dec 6 5:00 PM - 9:00 PM
Saturday Dec 7 2:00 PM - 9:00 PM
Sunday Dec 8 2:00 PM - 6:00 PM

PERFORMANCE VENUE

16' x 24' Stage, Covered
Seating available in front of the stage

ARTIST AGREEMENT DEADLINE: JULY 31, 2024

ARTIST REQUIREMENTS

- Artist consents to receiving communications on behalf of Winterfest from Corinne Mauldin, Main Stage Event Coordinator, via telephone (704) 202-0536 or email, corinnemauldin@gmail.com.
- A description of your performance and a photo of your group are required.
- Performance must be tasteful and in keeping with a family-oriented atmosphere.
- Performance schedule is determined by the Main Stage Event Coordinator.
- Artists are expected to be on time as scheduled. **If, for any reason, artist/group is unable to perform, the Main Stage Event Coordinator should be notified.**
- Artist must provide a W9 form upon request of the Main Stage Event Coordinator.

LOGISTICS PACKAGE

Artist will receive a logistics package by September 1. This will include load-in and load-out times and instructions, parking information, additional information regarding contacts and other logistics. A site layout will be included. Stage plot form and sound production instructions will be provided. Plot forms will be due by September 30.

MARKETING

- Marketing will be provided via our website – www.spencerexperience.org., Town of Spencer publications, traditional advertising and social media. Rack cards and save the date cards will be distributed throughout the county, at other events and in direct mail campaigns.
- Each artist will have a photo, description of the group or performance and contact information (if desired) on the Winterfest website.

Photos of your group taken at Winterfest may be used for marketing, including social media. Opt out option page 5.

SAFETY/SECURITY

- Winterfest is an outdoor winter market – plan to be performing in cold temperatures.
- Artists must adhere to the following:
 - NO pets (except for service animals)
 - NO Tobacco products (includes e-cigarettes and vape pens)
 - NO Alcohol
 - NO Firearms
 - NO Illegal Drugs

LOSS

The Town of Spencer and the Committee will not be liable for any losses or theft suffered by the Artist in connection with participation in this event. This includes but is not limited to equipment, costumes and props.

WEATHER

- The event will be held **RAIN OR SHINE**.
- However, in the event of **severe** weather, Winterfest may be closed or cancelled at the direction of the Town of Spencer, based on guidance from the Emergency Management Division of Rowan County.

WINTERFEST PERFORMING ARTIST RELEASE AGREEMENT

As consideration for my participation in Winterfest, I, hereby release and discharge, indemnify and hold harmless the Winterfest Planning Team, Spencer Partnership, inc., RBC Holdings of Rowan, LLC , Kenneth T. Washko, Nancy A Washko, Town of Spencer and its town board, agents, contractors, employees, and any other persons or entities acting on its behalf, and its successors and assigns, for any and all of the aforementioned persons and entities, against all claims, demands, costs and expenses, and causes of action whatsoever, either in law or equity, arising out of or in any way connected with any property loss, bodily injury, disability and/or death and the consequences resulting therefore, arising from my participation in Winterfest.

All performing artist personnel, equipment, musical instruments, costumes, technology, etc., on the premises are my own sole responsibility and I agree to indemnify and hold harmless Winterfest, Spencer Partnership, Inc., Town of Spencer and all their departments involved or any of their members, officers, sponsors and their patrons, or the property owners, managers and representatives on whose property I am privileged to perform from all liability stemming from their presence or their acts.

Winterfest, Spencer Partnership, Inc., is not responsible for damage or theft to performing artist property during the run of the festival.

I will cause no damage to Winterfest, the Town of Spencer, RBC Holdings of Rowan, LLC, Kenneth T. Washko, or Nancy A Washko, property, venue or equipment in any way; and I agree to reimburse Winterfest, Spencer Partnership, Inc., in full for all expenses incurred in repairing such damage if it occurs.

By signing below, I acknowledge that I have read and understand the terms and conditions (WINTERFEST TERMS & CONDITIONS) and agree to abide by them. I understand and agree that by failing to abide by the terms and conditions, I may be asked to leave Winterfest. I further agree that this determination shall be made at the sole discretion of Winterfest, Spencer Partnership, Inc. I am aware that this agreement includes a Release of Liability and Indemnification Agreement between the Town of Spencer, Winterfest, Spencer Partnership, Inc., RBC Holdings of Rowan, LLC , Kenneth T. Washko, Nancy A Washko, and me, the undersigned. I sign this agreement completely and voluntarily.

Signature/Authorized Representative

Date

Title

Printed Name

Performing Group Name

PERFORMING ARTIST AGREEMENT

Print or type clearly

Name of Artist or Group: _____

Contact Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Website/Facebook/Instagram: _____

Describe your group and your performance

Event location: Downtown Spencer across from the NC Transportation Museum

Street Address: 460 S. Salisbury Ave., Spencer, NC 28159

Current photo of your group is required.

Photos of your group taken at Winterfest may be used for marketing, including social media.

☐ I accept

☐ I decline

Direct all communication for Main Stage Events to:

Corinne Mauldin

Main Stage Event Coordinator

(704) 202-0536

corinnemauldin@gmail.com

All artists are required to sign the Winterfest Performing Artist Release Agreement as part of the application process.

Your signature below indicates you have fully read and accept our Terms & Conditions to participate, and that the information you provided is accurate.

Signed _____

Date _____

COMPLETED AGREEMENT MUST BE RECEIVED NO LATER THAN JULY 31, 2024.

Upon receipt of signed agreement, Corinne will contact you to discuss or confirm performance time.

AGREEMENT MAY BE SUBMITTED ONLINE, EMAILED OR MAILED TO PO Box

Online: www.spencerexperience.org

Email: corinnemauldin@gmail.com

Emailed agreements must include a scanned copy of signature pages 4 and 5

PO Box: Spencer Partnership – Winterfest

ATTN: Corinne Mauldin

PO Box 585

Spencer, NC 28159