

HauntFest, LLC

Entertainer Performance Contract

This Comprehensive Entertainer Performance Contract (this “Contract” or “Agreement”) is made effective as of the date of signature (the “Effective Date”) by and between HauntFest, LLC (“HF” or the “Event Host”), of 189 West Railroad St, Bowman, GA 30624, and [Performer Name] (the “Service Provider”) of [Performer Address], whom together shall be referred to as “the Parties.”

Recitals:

WHEREAS, the Service Provider is engaged in the business of providing the following services (collectively, the “Services”); and

WHEREAS, HF desires to engage the Service Provider to provide such Services for an event described herein; and

WHEREAS, the Service Provider agrees to provide such services under the terms and conditions set forth in this agreement:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Relationship of Parties: The Service Provider in this Contract is described as an Entertainer. It is understood by the parties that the Service Provider is an independent contractor with respect to HF, and not an employee of HF.

Term: The Parties agree that this Contract shall commence on the Effective Date and terminate after the completion of the Services described below, or on [Day After Event] (the “Termination Date”), whichever is later. The Performer also agrees to fulfill the duties outlined in this Contract without exception and without termination prior to the Termination Date.

Description of Services: Beginning on [Performance Date] (the “Service Date”), the Service Provider will provide to HF the following Services for the fulfillment of the 2026 April Ghouls HauntFest festival (the “Event”): The Service Provider will perform one [Length of Performance] live [musical/non-musical] performance, starting at [Time of Performance], on the Service Date.

Performance of Services: (1). The Service Provider shall arrive at least one hour ahead of set time, or by the time that is required by the sound technician, whichever is earlier, to ensure all members are prepared. (2). The Performer shall perform to suit the right mood of the event. (3). The performance shall be performed without any significant breaks and throughout the agreed-upon period of time. (4). A sound technician and equipment will be available through a company chosen by HF. (3). HF shall provide free entry to the event for all performers on the Service Date. HF agrees to promote performers on both social media and the HF website. HF agrees to allow 1 free guest list ticket per performer on the Service Date.

Supervision and Operation of Equipment: HF acknowledges that the Service Provider’s equipment will always remain under the supervision and control of the Service Provider. The Service Provider is responsible for ensuring that the equipment is operated in a skillful and proper manner. At all times during the Term, a duly authorized representative of Service Provider shall be present to supervise the operation and use of any related Service Provider equipment.

Financial Terms:

HF agrees to pay the Performer a total amount of \$X for the above Services. This payment will be made via check following completion of the Services. OR

Service Provider understands they have signed up for a Volunteer position, meaning Performer is not entitled to monetary compensation but will be offered certain Volunteer Perks, as outlined in the Volunteer Perks flyer. Volunteers receive full weekend event passes, social media advertising, and snacks/drinks from our Volunteer Refreshments Station. Thank you to all of HauntFest’s wonderful volunteers! We love you!

Event Details:

- **Event Type:** Indoor/Outdoor Festival - HauntFest
- **Dates:** Saturday, April 11th and Sunday, April 12th, 2026

- **Location:** Terrapin Beer Company (265 Newton Bridge Rd, Athens, GA 30607)
- **Vendor Load-In:** 10:45 AM - 1:45 PM
- **Start Time:** 2:00 PM
- **End Time:** 11:59 PM Saturday (04/11), 8 PM Sunday (04/12)
- **Load-In Instructions:** Please arrive at least one hour before your set, unless otherwise directed by the sound technician. Do not enter through the main entrance for load-in. Proceed to the back lot upon arrival by turning onto Paradise Blvd, between POWERCO and SerenityGrove. You will take the **second left** to pull in behind the brewery. There is a green Terrapin sign there. You will be able to pull through the back gate onto the field by the stage. You will be directed where to park after load-in. Do not park in the front lot. Check in at the ticket booth at the front door of the brewery upon arrival for your event wristband.
- **Notes:** There is no outside alcohol allowed. This is a rain-or-shine event.

Photography Release: The Service Provider grants HF and its representatives the right to take photographs and video recordings of the Service Provider and the event for which it is hired. The Service Provider agrees that HF may use such photographs and recordings for promotional purposes, including but not limited to use on social media, websites, marketing materials, and promotional and commercial purposes, including but not limited to use on social media, websites, marketing materials, and the sale or distribution of event-related media such as photo albums, merchandise, or digital content. Service Provider waives any right to inspect or approve the finished product, including written or electronic copy, wherein the Service Provider's likeness appears. Service Provider also authorizes HF to use photographs and video recordings in which HF is tagged or otherwise identified on social media platforms, for the same purposes outlined above. Service Provider waives any right to royalties or other compensation arising from or related to the use of the photographs or recordings.

Force Majeure: If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Entire Contract: This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

Compliance with Laws; Permits and Licenses. The Service Provider agrees to operate in full compliance with all governmental laws, regulations and requirements applicable to its performance of this Agreement and the Services to be provided hereunder. The Service Provider shall obtain and maintain in force, at its own expense, all licenses, permits and approvals required for its Services under this Agreement, and will obtain any and all required inspections, authorizations and approvals prior to commencement of the Services. The Service Provider shall promptly notify HF in the event it knows or has reason to believe that any act or refrainment from acting required by or contemplated by this Agreement violates any applicable law, rule or regulation (whether criminal or non-criminal).

Termination for Cause: HF may immediately terminate this Agreement for cause if the Service Provider: a) breaches any material term or condition of this Agreement and fails to cure such breach within five (5) days after receiving written notice; b) engages in any illegal, unethical, or unsafe conduct related to the Event or Services.

Service Warranty. The Performer warrants and represents that (1) it is qualified to perform the Services; (2) all the Services shall be performed by qualified personnel, who will be properly supervised; and (3) the Services shall be performed in a professional and workmanlike manner in strict accordance in all material respects with the terms of this Agreement.

Insurance. It is highly advised by HF that the Service Provider maintain a valid liability insurance policy covering any damages or injuries that may occur as a result of its Services at the event. It is highly advised by HF that the Service Provider secure Commercial General Liability insurance, including products liability with minimum limits of coverage at \$300,000 each occurrence and \$300,000 general total limit and \$300,000 products aggregate limit and that HauntFest, LLC be added as an additional insured on such Commercial General Liability insurance, including Product Liability. HF agrees to obtain event liability insurance for the duration of the Event period.

Ticketing: HF will control ticketing, vendor rentals, and any other Event-related logistics for the event. All Event-related ticket sales and vendor rentals belong to HF and will be organized accordingly.

Severability: If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Amendment: This Contract may be modified or amended in writing, so long as the writing is signed by both parties.

Governing Law: This Contract shall be governed by the laws of the State of Georgia. The Parties agree to first attempt to resolve any disputes through good-faith negotiations for a period of thirty (30) days. If the Parties are unable to resolve the dispute through negotiations, either Party may then pursue legal action in the appropriate court of competent jurisdiction.

Notice: Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered via email, in person, or by certified mail, return receipt requested, to any such address as one party may have furnished to the other in writing. Either party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this section.

Waiver of Contractual Right: The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Assignment: Neither party may assign or transfer the Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Intellectual Property Rights and Confidentiality: All intellectual property rights, including but not limited to trademarks, copyrights, trade secrets, and other proprietary information related to either Party's business, Services, and equipment shall remain the sole and exclusive property of the respective owner. Neither Party shall use or reproduce any intellectual property without prior written consent. Both Parties shall keep confidential and not disclose to any third party any confidential or proprietary information of the other Party, including but not limited to business operations, pricing, trade secrets, or other sensitive information. This obligation shall survive the termination or expiration of this Agreement.

Headings: The headings used in this Agreement are for convenience only and shall not be used to construe or interpret the provisions of this Agreement.

Signatories: This Agreement shall be signed by Roseann Harpold on behalf of HauntFest, LLC and by **[Person Signing]** on behalf of **[Performer Name]**. This Agreement is effective as of the date of signature.

Event Host:
HauntFest, LLC

By: _____

Date: _____

Madison (Roseann) Harpold
hauntfestofficial@gmail.com

Service Provider:

[Performer Name]

By: _____

Date: _____

[Person Signing]

[Contact Email]