



Spring Fling Busker Application April 28, 29, & 30, 2023

Name of Act (Performer): _____ **Type of Act:** _____

Contact Name: _____ **Phone:** _____

Email: _____

Website/Facebook: _____

Availability: Friday, April 28 _____ Saturday, April 29 _____ Sunday, April 30 _____

Additional Information

1. Commencement time(s) of performance(s) shall be strictly adhered to by both parties, unless otherwise agreed upon at time of the event. Performance times will be determined by the Special Events staff.
2. Performance must be socially acceptable. No pyrotechnics are allowed at this venue. Any violation may result in removal from the venue.
3. Artist/Entertainer hereby acknowledges that the City of Spartanburg is a municipal corporation and that the person signing this agreement does so only as an agent of the City of Spartanburg and shall in no event be held personally liable for any payments due. Furthermore, the Artist/Entertainer understands that the City of Spartanburg and the Special Events Department, its agents and employees shall not bear any responsibility for damage to or loss of property at the performance site or in conjunction with the performance.
4. In the event of severe weather, a decision whether or not to hold the performance will be made by the Special Event Staff.

Hold Harmless Agreement

The undersigned agrees that they will comply with all policies, procedures and regulations included with this application and agree to be bound by and comply with all those documents. The undersigned also understands that if any of the event policies are violated that they will not be invited back to the festival in future years. The undersigned understands that Spring Fling staff and executive volunteers are responsible for making final decisions with regard to the event operations and agrees to abide by their decisions.

The Artist/Entertainer hereby agrees to indemnify and hold harmless the City of Spartanburg, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, loses, and expenses arising out of the Event or any activity associated with the conduct of the Vendor's operation, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Spartanburg acting within the scope of their employment. Further, the Vendor agrees to indemnify the City of Spartanburg and any of its agents, public officials, officers or employees and authorized volunteers for any attorneys' fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the Vendor's use of public property or operation during the Event.

Authorized Signatures

I hereby attest that I am authorized to bind the Vendor and/or its employees, agents, or volunteers associated or to be associated with the Event, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects required by the City of Spartanburg, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial to participate in the Event.

The undersigned represents that this Waiver, Release and Indemnity is given consideration for being allowed to participate in the Spartanburg Spring Fling festival.

Agreed and Accepted: **Performer**

Agreed and Accepted: **City of Spartanburg**

Signature: _____ Date: _____ Signature: _____ Date: _____

Print Name: _____ Title: _____ Print Name: _____ Title: _____

Please return completed application to: rgeter@cityofspartanburg.org.