



BAND AGREEMENT

BAND AGREEMENT by and between The New Windsor Cornwall Rotary Club, with an address at P.O. Box 487, Vails Gate, New York 12584 (the "Club"), and _____, with an address c/o _____, with an address at _____ (the "Band").

Recitals:

1. The Club is hosting and sponsoring an event named the "Battle of the Bands" on April 19, 2013 at the Newburgh Free Academy, Newburgh, New York (the "Event").
2. At the Event, bands will have the opportunity to compete for prizes which will be based upon the decision of a panel of judges appointed by the Club.
3. The Event will be governed by a set of rules and regulations, a copy of which are annexed as Schedule "A" to this Agreement (the "Rules and Regulations").
4. The Band has applied to participate in the Event and to perform, and this agreement shall govern the respective duties and obligations of the Club and the Band.

Agreement:

It is hereby agreed by and between the Club and the Band as follows:

1. The Club and the Band agree to abide by the Rules and Regulations, and further agree that the Event shall be governed by the Rules and Regulations.
2. The Rules and Regulations provide that the Band agrees to sell a minimum number of tickets to the Event. The Band agrees to pay the price of the tickets (\$10 each) upon receipt of the tickets from the Club. The Club, in its discretion, may permit the Band to pay for the tickets at or prior to the Event, but in no event will a Band be permitted to participate in the event that the tickets have not been paid for no later than the start of the Event.
3. The Band shall be entitled to distribute and/or sell CDs, DVDs, or other materials at the Event, and the Club will provide a location at the venue for this purpose. The Club intends to sell refreshments and raffle tickets at the Event, and the Band agrees that it shall not compete with the Club in that undertaking.

4. Any default by the Band under the Rules and Regulations or this Agreement shall result in the disqualification of the Band from participating in the Event, and in qualifying to win a prize. Furthermore, to the extent that the Club suffers any financial liability as a result of the actions or inaction of the Band, the Band and its members shall indemnify and hold the Club harmless.
5. The participation in the Event by the Band does not constitute the employment of the Band by the Club, nor is any relationship between the Club and the Band established other than as the Event sponsor and a participant.
6. The Band shall have full responsibility for applicable withholding taxes for any and all prizes or other compensation received by the Band, its members, agents or employees as a result of participation in the Event, and for compliance with all applicable labor and employment requirements with respect to the Band and its members, agents and employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements.
7. Any term of this Agreement may be amended or waived only with the written consent of the parties.
8. This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
9. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws. Venue for all such claims shall be the applicable courts of the State of New York for the County of Orange.

In Witness Whereof, the parties have executed this Agreement as of _____, 2013.

New Windsor Cornwall Rotary Club

Band:

By: _____
William Sestrom, President

By: _____