



# Events Performance Terms and Conditions

## Engagement and Performance Agreement

1.1. By agreeing to perform at a City event, the Performer acknowledges and accepts these Terms and Conditions.

1.2. The Performer agrees to provide the performance(s) as per the agreed schedule and requirements outlined in their contract or agreement with the City Officers.

## Performance Requirements

2.1. The Performer must adhere to the agreed performance times and technical requirements.

2.2. Performers must be available for the full duration of the event. Set times announced are final.

2.3. Any changes to the performance, including but not limited to duration, content, or lineup, must be approved by the City Officers in writing within 7 days of event date.

2.4. The Performer must ensure their performance is suitable for the agreed-upon audience and aligns with the values and branding of the City of Kalgoorlie-Boulder event.

## Equipment and Technical Support

3.1. The City will provide technical support as outlined in the agreement.

3.2. Performers are responsible for the security and maintenance of their own equipment unless otherwise agreed upon.

3.3. All stage electrical gear must be tagged and tested prior to the event, this is to ensure the safety of everyone and to avoid electrical faults.

3.4. Any damage to the contractor or City' property due to negligence or misuse by the Performer will be the responsibility of the Performer.

3.5. It may not be possible to provide time for a pre performance sound check.



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## Music Submission

4.1. All performance music must be submitted on a clearly labelled USB. The USB must be delivered to the City of Kalgoorlie-Boulder Administration Building, located at 577 Hannan Street, Somerville, no later than **3:00 PM on the Friday one (1) week prior to the scheduled event.**

4.2. The USB must contain the final and complete version(s) of all performance track(s). Each USB must be clearly labelled with the following:

- Name of group or performer
- Full name of the contact person responsible for the music
- Contact phone number

4.3. Upon receipt, the USB will be provided to the event audio crew for testing and preparation. This is to ensure the device is functional and the track(s) load correctly. In the event that an issue is identified, the audio crew will contact the listed contact person to arrange an alternative submission.

4.4. If delivery to the Administration Building by the specified deadline is not possible, it is the responsibility of the performer/group to contact the City's Events Team in advance to make alternative arrangements. Failure to do so may result in the performance track not being accepted.

4.5. No changes to performance tracks will be accepted on the day of the event. Last-minute submissions or amendments may not be accommodated.

## Safety and Conduct

5.1. The Performer agrees to comply with all event safety regulations and guidelines.

5.2. The Performer must act professionally and respectfully towards all event staff, volunteers, fellow performers, and attendees at all times.

5.3. Any inappropriate behaviour, including but not limited to harassment, discrimination, or violence, will result in immediate removal from the event and potentially blacklisted.



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## **Cancellations and Force Majeure**

6.1. If the Performer needs to cancel their performance, they must notify the City Officers within 7 days of the event.

6.2. The City Officers reserve the right to cancel or modify scheduled performances due to unforeseen circumstances (e.g., weather, safety concerns, government regulations).

6.3. If a cancellation occurs due to force majeure (e.g., natural disasters or pandemics), City Officers will notify the performer immediately.

## **Media and Promotion**

7.1. The City of Kalgoorlie-Boulder reserves the right to capture official event photography and videography for promotional use. Performers who do not consent to being included must notify event staff at the time of agreement.

## **Liability and Insurance**

8.1. The Performer performs at their own risk.

8.2. The Performer must have appropriate insurance coverage, including a minimum \$20M public liability insurance.

8.3. The City of Kalgoorlie-Boulder shall not be liable for any loss, damage, or injury sustained by the Performer

## **Agreement and Dispute Resolution**

9.1. These Terms and Conditions, along with any signed agreements, form the entire agreement between the Performer and City of Kalgoorlie-Boulder as part of the City's event.

9.2. Any disputes arising under these Terms and Conditions will be addressed in good faith before legal action is considered.

## **Performer participation**

By signing below, the Performer acknowledges they have read, understood, and agree to these Terms and Conditions and agree to the following statement:

'I, the undersigned, certify that I have read and agree to comply with the terms and conditions set out in this application.'