



PJMA Contract for Live & Local Performance at Six Flags America Wash/Balt

Section 1

This agreement is made, between Power Jam Music Alliance INC. (PJMA) (Fred Heather, President PJMA, Phone#: 240-925-8659, E mail: Fred@PJMA.info of, 45870 Bob's Court, Lexington Park MD 20653) and the Artist listed below to perform at the event described below.

Artist (Group) Name: _____ **# of Artists:** _____ **# of Support Staff:** _____

Contact Person: _____ **Phone#:** _____ **E-mail:** _____ **Street**

Address _____ **City** _____ **State** _____ **Zip Code:** _____

Event: Live & Local at Six Flags America Washington/Baltimore **Address:** 13710 Central Ave. , Bowie, MD 20721

Stage: Celebration Beach Cove Sunset **Date:** _____

Section 2

The NON-PROFIT SERVICE(S) for the above date(s) is being provided as a "No-Charge" entertainment service for reasons included, but, not limited to a non-profit fund raising projects, non-profit functions, or any other non-profit project that is included under such headings. The fair market value that is being donated for the entertainment service is \$ _____. The Federal ID number for PJMA is 27-0494664.

Section 3

The Artist will provide the following music entertainment performance for the above date(s):

Section 4

The PJMA will organize the event, interface with Six Flags America (SFA) (A Division of Six Flags Theme Parks Inc.) to coordinate and, promote the Artist performance.

PJMA will be at the event to produce the event, provide the sound reinforcement system, and sound engineer.

PJMA will not be at the event, the Artist is responsible for producing the event, providing the sound reinforcement system, and sound engineering.

Section 5

While participating at the Power Jam Music Alliance event(s) for the above dates all Artists and their support staff are required to adhere to the following standards:

- a) Not to use language or gestures that is profane or obscene.
- b) Not to do lewd or sexually explicate dancing on or off the stage.
- c) Not to use word or descriptive acts that are profane, obscene, pornographic or violent in song lyrics performed or playing of CD's.
- d) Not to sell or give away CD's, clothing, and or other materials which have word or descriptive acts that are profane, obscene, pornographic, satanic or violent.
- e) Not to wear clothing that advertises or suggests the use of profanity, obscene language, alcohol, tobacco, or illicit substances.
- f) Not to incite directly or indirectly acts of violence, destruction or pornography.
- g) To remain fully clothed in attire appropriate to the event, at all times while at the event and with in the view of the event staff.
- h) Not to arrive to the event under the influences of any illicit substance such as alcohol or illegal drugs.
- i) Not to use alcohol, tobacco or illicit substances.
- j) Not to promote through music, conversation, or clothing the use of tobacco, alcohol or illicit substances.
- k) Not to sell or give away stickers
- l) Not to solicit tips or payment from the audience
- m) No hitting other persons, running, moshing into persons, body surfing, stage diving, spitting of any liquids or throwing any items from the stage or in the audience at any time.
- n) To allow only the Artists and their stage support on the stage at any time.
- o) To return all items to their proper place upon completion of the event and in the same working order as found.
- p) To promote and merch only in the immediate area of the assigned stage and associated audience area.

Section 6

The following special conditions and terms apply to this contract:

- a) This contract may be terminated without notice or penalty if the event is cancelled due to sickness, accident, epidemic, acts of God, terrorism, public enemy, war, civil disorder, fire, flood, rain, snow, sleet, explosion, riot, labor disputes or strike, any act or order of any governmental authority or similar cause beyond the control of the PJMA (or SFA) or Artist.
- b) The PJMA (and SFA) and the Artist agrees to hold harmless each other, related officers, directors, volunteer leaders, and employees, from any and all claims of liability arising from the intentional or negligent acts or omissions of the PJMA (or SFA) or the Artist or authorized representatives in connection with the holding of the event, and shall indemnify the each other for all reasonable costs of defending such claims, including all expenses (including reasonable attorney's fees), damage awards, or settlement amounts; provided, however, that no party shall enter into any settlements without the prior consent of the indemnifying party, such consent not to be unreasonably withheld.
- c) In the event of any controversy, claim or dispute arising out of or relating to this Contract, the parties agree to first settle in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"), before resorting to arbitration. If the parties cannot resolve the matter pursuant to mediation such dispute will be settled by arbitration, at the main offices of the AAA in New York, New York in accordance with the Commercial Arbitration Rules of the AAA; and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- d) Event advertising that bears the name or logo of PJMA (and or Six Flags) shall be approved in writing by PJMA before distribution.
- e) Any handouts that at Six Flags must be approved by PJMA (and Six Flags America.)
- f) PJMA shall be notified (by phone call and e-mail) one week (7 days) prior to the event if the band can not perform as contracted.
- g) Should the terms of this contract not be adhered to, then future performances and or completion of current performances may be forfeited. The PJMA shall have the sole determination of the consequences of failure to adhere to the terms of this contract.
- h) PJMA (and Six Flags) reserves the right to cancel any event or portion of an event at any time and for any reason.
- i) All Artist's guests are required to pay the door fee. There are no free guests.
- j) The Artist is allowed to have one stage support person, one manger, one Sound Engineer and two Merchandise Sales staff unless contracted herein differently to help setup, perform, sell merchandise, break down, and load vehicles.
- k) PJMA (and Six Flags) shall not be held responsible for any items left or missing by the Artist. There is no dedicated security of Artist equipment by Six Flags.
- l) The undersigned shall be financially responsible for all PJMA (and Six Flags) property and or event facility property that is missing or damaged during this agreement.
- m) Vehicles and equipment are subject to search by SFA security.
- n) Load in is at 9 am otherwise after 10 am all equipment needs to fit in 1 vehicle that will be escorted 100 feet from the stage and equipment will be carried in. SFA can provide one hand cart if requested. SFA employees are not permitted to assist with load in or load out. Vehicles will be allowed back in the park after the park closes for load out. Vehicle Parking is provide free in the SFA employee parking lot.
- o) The Artist agrees to adhere to the terms of the Six Flags America Live and Local Performance Agreement as provide in Attachment 1.

Section 7

By signing and or performing at the event described in this document I agree that the performer(s) I represent and my self will adhere to the aforementioned standards in Section 5.

I, the undersigned have read and understand the above terms and conditions. I the undersigned agree to the terms stated above.

I the undersigned further understand failure to meet the terms and conditions of this contract shall automatically release PJMA from any obligations of this contract.

By participation in the event described in this contract the Artist, and staff consent and agree to adhere to this contract.

(If the under signed is under 18 year of age, the contract must be co-signed by someone over 18 year of age).

PJMA

Print Name Fred Heather Signature  Date _____

Artist(s)

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____



Live and Local Performance Agreement

1. ARTIST is subject to the general supervision of SIX FLAGS AMERICA and SIX FLAGS AMERICA expressly reserves the right to control the manner, means, and details of the performance of service and also conduct while on the premises. Video taping is not permitted.
2. ARTIST agrees to perform at least four (4) 30-minute performances at SIX FLAGS AMERICA with performance times to be agreed upon by both parties. SIX FLAGS AMERICA has the right to change show times with prior approval from ARTIST.
3. **ARTIST agrees that there will be NO compensation paid for the performances.**
4. ARTIST agrees to provide any meals, ground transportation and sound equipment as agreed upon by SIX FLAGS AMERICA.
5. ARTIST shall be responsible for and shall reimburse SIX FLAGS AMERICA for any and all loss or damage to SIX FLAGS AMERICA'S property, property of third parties or personal injury caused by the acts or omissions of ARTIST, its members, or ARTIST'S employees during the term of this Agreement.
6. **Alcoholic beverages and/or other intoxicants are not allowed on the premises of SIX FLAGS AMERICA, and ARTIST (and members associated therewith) agrees to observe this rule.**
7. **Smoking is only permitted in designated areas of the park and never in view of guests.**
8. **ARTIST is aware of SIX FLAGS AMERICA'S general reputation as a family-oriented amusement center and recognizes SIX FLAGS AMERICAS policy, including minors, and agrees that the routine and materials used in any performance pursuant hereto shall be in good taste and shall not contain any profane, obscene or objectionable material. SIX FLAGS AMERICA reserves the right to notify ARTIST that a routine or material in any performance does not conform to the above-mentioned standards and ARTIST (and members therewith) agrees to delete the same upon being so notified.**
9. **No tips are to be solicited or accepted.**
10. ARTIST acknowledges that no press releases may be distributed by the ARTIST or ARTIST Representation in relation to this performance without the express permission of the SIX FLAGS AMERICA Public Relations Department. Press releases must be approved in writing by SIX FLAGS AMERICA. Online outreach, including but not limited to Facebook, Myspace, Twitter, or Fan Site Communication, relating to the ARTIST'S appearance at Six Flags America may not commence prior to the full execution of this performance agreement.
11. ARTIST agrees that the sound will not be over 90 decibels at any time.
12. SIX FLAGS AMERICA reserves the right to determine frequencies of all wireless microphones and instrument transmitters used in the performance of ARTIST. ARTIST understands that SIX FLAGS AMERICA is an entertainment facility where dozens of wireless microphones are used and that it

is in the best interest of both parties for SIX FLAGS AMERICA to make final wireless determinations.

13. During the term of this agreement, ARTIST HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS SIX FLAGS AMERICA AND SIX FLAGS THEME PARKS INC., ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES FOR ALL PERSONAL INJURIES, INCLUDING DEATH, TO PERSONS, AND DAMAGE TO ANY PROPERTY CAUSED BY THE ACTS OR OMISSIONS OF CONSULTANT.
14. All costs incurred from deviations or replacements of this agreement will be assumed by the ARTIST.
15. ARTIST is permitted to sell merchandise. If the ARTIST chooses to sell merchandise, they agree to the following:
 - a. All merchandise must be approved for sale by SIX FLAGS AMERICA.
 - b. ARTIST must provide seller and 100% of revenue goes to the ARTIST.
16. SIX FLAGS AMERICA will provide ARTIST Complimentary General Admission for each band member on the performance date. Non band members need to purchase an admission ticket.
17. The rights of ARTIST hereunder are personal to ARTIST and may not be assigned or transferred to any other person, firm or corporation without the prior express written consent of SIX FLAGS AMERICA.
18. This agreement shall constitute the entire agreement between the parties with regard to the subject matter hereof and any prior understanding or representation of any kind antedating this agreement shall not be binding upon either party except to the extent incorporated in the agreement.
19. This agreement shall be construed and enforced in accordance with the laws of the State of Maryland