



Angel Aguilar- Organizer  
760-855-8115  
[AngelAguilar01@yahoo.com](mailto:AngelAguilar01@yahoo.com)  
[USAMulticulturalereg@gmail.com](mailto:USAMulticulturalereg@gmail.com)  
[USAMulticultural.org](http://USAMulticultural.org)

Sohaila  
760-519-9615  
[Sohaila01@gmail.com](mailto:Sohaila01@gmail.com)  
[SohailaInternational.com](http://SohailaInternational.com)

## Entertainment Application / Contract

Specify which Event you are applying for:

\_\_\_\_ Cinco De Mayo  
\_\_\_\_ Herencia Mexicana  
\_\_\_\_ United For God  
\_\_\_\_ Escondido Holiday Festival

## APPLICATION/CONTRACT TO ENTERTAIN

We hereby authorize USA Multicultural Entertainment Group (USAMEG) to reserve one time placement for the Multicultural Festival event for the above event. We agree to submit the requested information noted on this contract. We recognize and understand that failure to send in application can result in the release of the assigned time placement. We acknowledge that by signing this contract to be in the event, we have read and agree to the official Terms and Conditions detailed below. Every group/performance has a time slot of 20 minutes maximum.

Company Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Company contact \_\_\_\_\_ Title \_\_\_\_\_ Telephone \_\_\_\_\_  
E-MAIL \_\_\_\_\_ Website \_\_\_\_\_  
Secondary contact name \_\_\_\_\_ Tel \_\_\_\_\_

### Entertainment Category

**Dancing-** Type \_\_\_\_\_ Name of Group \_\_\_\_\_  
How many in your group \_\_\_\_\_ Will you be starting on stage or off stage \_\_\_\_\_  
Short Description/Bio \_\_\_\_\_

**Musician/Band-** Type \_\_\_\_\_ Name of Group \_\_\_\_\_  
How many in your group \_\_\_\_\_ Will you be starting on stage or off stage \_\_\_\_\_  
Short Description/Bio \_\_\_\_\_

**Other-** Type \_\_\_\_\_ Name of Group \_\_\_\_\_  
How many in your group \_\_\_\_\_ Will you be starting on stage or off stage \_\_\_\_\_  
Short Description/Bio \_\_\_\_\_

## ABOUT USA MULTICULTURAL ENTERTAINMENT GROUP

USAMEG is under the umbrella of USA Multicultural, a non profit organization. USAMEG of artistic groups and local multicultural dancers representing all ethnicities and communities of San Diego. Their mission is to revitalize and help local communities by teaching them self organizational skills and develop collaboration among other artistic organizations.

## TERMS AND CONDITIONS \_\_\_\_\_

Please mark with a check mark '✓' that you comply and understand the following:

- \_\_\_\_ Every Dancer/musician/group must be at event no less than 1 (one) hour before their performance time.
- \_\_\_\_ Every performer must check in to the information booth 1 (one) hour before performance time and sign in/sign waiver.
- \_\_\_\_ Every performance slot is 20 minutes maximum. No exceptions.
- \_\_\_\_ If you are using music it must be submitted to Angel Aguilar no later than one week before event. There are many ways to send music thru internet such as we-transfer, google drive, dropbox, etc. You can also bring your music to our office on a thumb drive. If we do not receive your music and details of music in appropriate order you will forfeit your time slot.
- \_\_\_\_ You need to have a short bio of your performance so that we can announce you properly. Please send to Angel Aguilar 1 (one) week before event.
- \_\_\_\_ No cell phones will be permitted for use for your music. See above.
- \_\_\_\_ If we do not have your music one week prior to event you will not be able to perform.
- \_\_\_\_ When using changing rooms that are supplied for you please be courteous of other performers/groups.
- \_\_\_\_ Water is provided for you in changing rooms.
- \_\_\_\_ All performers must post on to their social media pages twice a week prior to event, that you will be performing. This is a group collaboration. We want all of our entertainment to be seen.
- \_\_\_\_ All groups/performers must have their own business license and liability insurance. You can purchase a one day license at City Hall. If you need help with this, call Angel right away.
- \_\_\_\_ If you are being compensated to perform, Angel will be sending out a check no later than one business day after event. Please email Angel with your mailing address and information to send check to.
- \_\_\_\_ You will receive confirmation upon signing and sending contract back to Angel Aguilar. You will be notified by email and/or by phone of your participation. Please make sure to check your emails periodically for information about the event. If you find you are not receiving emails from us, please check your spam folder or junk folder.
- \_\_\_\_ It is your responsibility to read every email that comes in and keep your performers notified on the specifics of the event/ your time slot, and other info that is sent to you.

In reading and completing this contract in full, we hereby agree to all of the terms and conditions put forth.

PRINT NAME \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

**NOTE:** This document, when signed and returned by entertainer, constitutes a binding agreement.

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### FOR USAMEG USE ONLY

Event: \_\_\_\_\_ Assigned Time(s): \_\_\_\_\_ Date: \_\_\_\_\_

Date Contract Received: \_\_\_\_\_ Accepted By: \_\_\_\_\_ Notes: \_\_\_\_\_

## Other TERMS AND CONDITIONS

**1.** This contract shall become binding and effective only when it has been signed by performer director.

**2. Assumption of risks; releases:** Performers expressly assumes all risks associated with, resulting from or arising in connection with performer's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Performers has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer (Angel Aguilar, aka USA Multicultural, Angels assistants), nor the Event Facility accepts responsibility, nor is a bailment created, for property delivered by or to Performers. Neither Organizer nor the Exhibit Facility shall be liable for, and Performers hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not.

**3. Indemnification:** Performers shall indemnify, defend and hold Organizer and the Event Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Performers' participation or presence at the Event, (b) any breach by Performers of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Performers is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Performers; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Performers, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

**4. limitation of liability:** Under no circumstances shall Organizer or the Event be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to USAMulticultural by Exhibitor for event space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Management may employ reputable guards during the course of the exhibition to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer, nor the owners or lessors of the Event Facility, shall assume any responsibility for Performer's personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

**10. Cancellation by performer's:** The Applicant has a right to cancel this agreement by one week prior to event, by giving written notice. If cancellation is received after one week before event, Applicant will be liable for 100 percent of the total exhibit or performer fee (if applicable). This amount is considered to be liquidated and agreed upon damages, for the damages USAMulticultural will suffer as a result of Performers's cancellation.

**11. Cancellation by USAMulticultural:** If Exhibitor fails to make a payment required by this contract in a timely manner, USAMulticultural may terminate this contract (and Performers, Exhibitor's or vendor's participation in the Event) without further notice and without obligation to refund any monies previously paid. USAMulticultural reserves the right to refuse Performers or vendor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. USAMulticultural is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Performers from any liability here under. USAMulticultural may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on USAMulticultural part to refund any payments previously made and without releasing Performers from any liability arising as result of or in connection with such breach. If USAMulticultural removes or restricts an exhibit or vendor that USAMulticultural considers to be objectionable or inappropriate, no refund will be due to Performers.

**12. Cancellation/refund of the event:** If USAMulticultural cancels the Event due to circumstances beyond the reasonable control of USAMulticultural (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), USAMulticultural shall refund to Exhibitor or vendor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. There are no refunds for any booth due to rain. Event will go on as planned rain or shine.

**15. Listings and promotional materials:** By Performing at the Event, Performers grants to Organizer a fully paid, perpetual nonexclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing the companies Performing at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Performers or any other Performers from any directory or other lists or materials. Organizer may also take photographs of Performers, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

**16. Care of exhibit facility:** Exhibitor shall promptly pay for any and all damages to the Event Facility or associated facilities, booth equipment or the property of others caused by Performers.

**17. Taxes and licenses:** Performers shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Performers shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Performers will not permit the delivery of merchandise at the Event Facility without the express permission of USAMulticultural.

**18. Insurance:** Performers shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. The insurance shall be primary of any other valid and collectible insurance of Performers and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Performers obligations under this paragraph. Workers' compensation insurance; Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); Automobile liability insurance with limits not less than \$500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable).

**ALL EXHIBITORS MUST SUBMIT A CERTIFICATE OF LIABILITY TO USAMEG/Angel Aguilar PRIOR TO PERFORMING.**

**19. Copyrighted materials:** Performers shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

**20. Observance of laws:** Performers shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including any union labor work rules if applies).

**21. Additional terms and conditions:** USAMulticultural has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Performers shall be deemed fully earned and non-refundable at the time of payment. Performers shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, USAMulticultural in its sole judgment and discretion may refuse to consider for participation in future Events an Performers who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of USAMulticultural. Exhibitor shall not assign this contract or any right or obligation hereunder.

**22. Performer information:** Prior to the Event, USAMulticultural will send an Performers information to the "Primary Contact" listed on the front of this contract. The Performers information will include information integral to participation at the Event, including but not limited to: additional Performers rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

**23. Incorporation of rules and regulations:** Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by USAMulticultural in its sole discretion. USAMulticultural may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Performers. Any rules and regulations (whether or not included in an Performers information or similar document) are an integral part of this contract and are incorporated herein by reference. Performers shall observe and abide by additional regulations made by USAMulticultural as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Performers information and any additional rules or regulations adopted by USAMulticultural) states the entire agreement of the parties with respect to the subject matter hereof.

**24. Governing law:** This contract is governed by the laws of the State of California as applied to contracts entered into and entirely performed within that State by residents of that State. Performers hereby submits to the exclusive jurisdiction of the courts located in California, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Performers waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in the state of California.

**25. Outside exhibits/hospitality suites:** Performers is prohibited, without express advance written approval from USAMulticultural, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through USAMulticultural. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, USAMulticultural reserves the right to notify the applicable venue to cancel any hospitality space under Performers name. Performers shall remain liable for the payments made to the event, organizer or applicable venue.

**26. Contractor services:** USAMulticultural has if needed will contract on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services.

**29. Fire and safety laws and rules:** Federal, state and city laws must be strictly observed. All materials used for display of any kind must be flame proofed. This includes all materials used in specially constructed Performances such as fabric or other materials. This is a strict order of the fire marshal. Exhibitor may be closed down for infringing this rule.

**31. Solicitations:** Any sales outside of event are strictly prohibited during the Event.

**32. No show policy:** If Performers, through circumstances beyond control, is delayed in arrival or set-up, Performers must notify USAMulticultural/Angel Aguilar at 760-855-8115. Non-notification will result in giving time slot away,, and no refunds (if applicable) will be made.

**33. Rights of offset; enforcement:** USAMulticultural reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding Organizer. This applies to ad insertions, sponsorships, booth space, or any other product or services offered by Organizer.

**34. Entire agreement:** This contract (including the Performers information and any additional rules or regulations adopted by USAMulticultural from time-to-time) represents the entire agreement between USAMulticultural and Performers relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between USAMulticultural and Exhibitor relating to the Event.

Please initial here if you have read and understand the aboveI have read the above\_\_\_\_\_