

Wallis Annenberg Center for the Performing Arts

WELCOME FEST ENGAGEMENT AGREEMENT

This Engagement Agreement made this day, September 9, 2016, between **The Beverly Hills Unified School District** ("BHUSD"), 241 S Moreno Dr, Beverly Hills, CA 90212 and the **Wallis Annenberg Center for the Performing Arts** ("The Wallis"), 9390 N. Santa Monica Blvd. Beverly Hills, CA 90210, sets forth the terms and conditions relating to the performance of the Beverly Hills High School Marching Band ("Engagement"), as follows:

Engagement Schedule (subject to change):

Program: One (1) acoustic performance on the campus of The Wallis (approx. 30 minutes) with 15-35 band participants
Saturday, September 10, 2016 at 2:00pm to kick-off WelcomeFest.

The Wallis will make a five hundred and ninety (\$590.00) contribution to BHUSD. A W-9 is required to issue payment.

Production Elements: BHUSD acknowledges that no technical needs will be required as they are a self-sustaining acoustic band.

Parking: The Wallis shall provide vouchered parking for BHUSD at the 450 Crescent Drive garage (up to 30 passes), located underground at The Wallis. Parking will be accessible for all-day parking (no in/out privileges). The Wallis will not be responsible for any parking costs outside of this designated location or without use of the voucher to be provided to BHUSD.

Public Relations: BHUSD agrees to provide The Wallis access to marketing materials including high-resolution digital photographs and videos, artist bios, and press, as available.

Merchandise: BHUSD may sell merchandise during the Engagement. A table will be provided for all participating artists. A seller must be provided by the BHUSD. The Wallis will waive any commission fees from the sale of artist merchandise. BHUSD will be responsible any applicable sales taxes.

Indemnity: Each Party agrees to defend, indemnify and hold harmless the other, its owners, parents, affiliates, and subsidiaries, and their respective directors, officers, employees, independent contractors, agents, successors, and assigns, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, reasonable attorneys' fees, court costs and other legal expenses arising from or connected with: (i) any alleged or actual breach by the indemnifying Party of any provision hereof or the inaccuracy of any warranties or representations made by such Party herein; and (ii) any wrongful acts or omissions by the indemnifying Party except to the extent that any claim is caused by any negligence or willful misconduct of the other Party.

Your signature below shall serve as agreement to the above conditions.

Best Regards,

AGREED AND ACCEPTED:



Paul Crewes
Artistic Director
WALLIS ANNENBERG CENTER FOR
THE PERFORMING ARTS

The Beverly Hills Unified School District