FESTIVAL LATINOAMERICANO

ENTERTAINER POLICIES AND PROCEDURES

The Festival Latinoamericano ("FLA") organizes and hosts an annual community festival highlighting Latin American culture (the "Festival"). This document (the "Entertainer Policy") sets forth FLA's policies, procedures, obligations, and conditions for all individuals, groups, and performers ("Entertainers") intending to perform at the Festival (the "Performance"). All Entertainers agree to comply with this Entertain Policy as a condition of performing at the Festival. This Entertainer Policy may be amended by FLA at any time and for any reason.

PRE-PERFORMANCE OBLIGATIONS

1. **Informational Meeting.** FLA shall hold a mandatory informational meeting for all Entertainers (the "Informational Meeting") prior to the Festival, at a date and time to be determined by the FLA. All Entertainers must send a representative to attend the Informational Meeting. If an Entertainer or a representative is unable to attend the Informational Meeting, Entertainer shall make other arrangements with FLA to receive and review the information presented at the Informational Meeting.

2. **Costume Approval. At least two months prior to the Entertainer's Performance Time**, all Entertainers shall provide FLA with images or descriptions of all costumes intended to be used in the Performance (the "Costumes"). FLA may, in its sole discretion, determine that all or any portion of the Costumes is inappropriate for an audience that includes children and request any Entertainer to alter the Costumes or use a different Costume altogether. Entertainer shall work with FLA in a professional, respectful, and cordial manner to ensure that all Costumes comply with this Section.

3. **Biography. At least one month prior to the Entertainer's Performance Time**, all Entertainers shall provide FLA with a brief narrative biography, that introduces Entertainer and contains a list of future performances, Entertainer's phone number, email address, or other contact information, and which provides the Entertainer's social media accounts, website, and any other information Entertainer considers useful (the "Biography"). FLA may revise, shorten, edit, or amend the Biography for use in connection with the Festival.

4. **Performer Assistants. At least three weeks prior to the Entertainer's Performance Time**, all Entertainers shall provide FLA with a list of non-performing individuals who will assist performers in the changing tents (the "Changing Tents") with preparing for the Performance (each, a "Performer Assistant").

5. **Technical Team and Sound Booth Support. At least three weeks prior to the Entertainer's Performance Time**, all Entertainers shall provide FLA with:

   5.1 the name and cell phone number of the individual who will be present at the sound equipment booth (the "Sound Booth") to provide technical support concerning music or other playlists for the Entertainer (the "Sound Booth Support");

5.2 the name of each person assisting the Entertainer with the set up, take down, or operation of the Performance Equipment (collectively, the "Technical Team"); and

5.3 the name and phone number of the individual in charge of the Technical Team (the "Technical Team Leader").

PERFORMANCE DAY OBLIGATIONS

6. **Arrival and Check-In.** All Entertainers shall arrive and check-in at the stage area of the Festival (the "Check-In Area") **no later than 30 minutes before the Entertainers designated Performance Time**, as determined in the Entertainer Agreement (the "Arrival Time"). At the Arrival Time, Entertainers shall have all Performance Equipment (as defined below) necessary to produce, furnish, and present the Performance. Entertainers shall have all Performance Equipment set up and ready for use by the Performance Time. Entertainer shall be dressed and ready to present the Performance by the Performance Time. Late arrival or check-in may result in FLA terminating the Entertainer Agreement or any rights contained therein, which decision shall be made in FLA's sole discretion.

7. **Performance Content and Conduct.** Entertainer shall ensure that the Performance is free from (a) obscenities, (b) crude acts or language, (c) materials that contain sexual or ethnic overtones, (d) references favorable to the use of drugs or alcohol, and (e) any other material or references that may be inappropriate for an audience that includes children. Entertainer shall ensure that all Costumes or other outfits used during the Performance are in compliance with the FLA pre-approved Costumes. Entertainer shall not perform under the influence of any amount of alcohol or drugs, including tobacco. Failure to comply with this section will result in a breach of the Entertainer Agreement, and may result in FLA terminating the Entertainer Agreement or any rights contained therein, which decision shall be made in FLA's sole discretion.

8. **Performance Time.** Entertainer shall deliver the Performance at the Performance Time and for the entire Performance Duration as determined in the Entertainer Agreement. Entertainer will not be allotted any additional time to the Performance Duration as a result of Entertainer's late arrival, delay, technical difficulty, or any other reason, unless FLA expressly authorizes additional time.

9. **Stage Access.** Only Entertainer's performers and Entertainer's Technical Team are permitted on the FLA stage (the "Stage") before, during, or after Entertainer's Performance. Performer Assistants are not allowed on the Stage. Entertainer shall not invite, encourage, or permit any other person to access the Stage during Entertainer's Performance. Failure to comply with this section will result in a breach of the Entertainer Agreement, and may result in FLA terminating the Entertainer Agreement or any rights contained therein, which decision shall be made in FLA's sole discretion.

10. **Changing Tents.** FLA provides all Entertainers with changing tents (the "Changing Tents"), where an Entertainer's performers may prepare for the Performance. FLA aims to create an atmosphere that is safe for all Entertainers. Only Entertainer's performers, Performer Assistants, and FLA personnel are allowed in the Changing Tents area. Each Performer

Assistant shall wear a badge or other identification provided by Entertainer that identifies the individual as a Performer Assistant. Entertainer shall not permit any family member, friend, or other individual who is not identified as a Performer Assistant to be in the Changing Tents at any time. All Entertainers are encouraged to inform their performer's family members, friends, fans, followers, and other individuals not to enter the Changing Tents area. Failure to comply with this section will result in a breach of the Entertainer Agreement, and may result in FLA terminating the Entertainer Agreement or any rights contained therein, which decision shall be made in FLA's sole discretion.

11. **Performance Equipment.** Unless FLA and Entertainer otherwise agree in writing, all Entertainers shall provide all their own equipment, materials, instruments, props, costumes, outfits, music, and other items, beyond the Stage and sound equipment provided by FLA at the Sound Booth (the "Sound Equipment"), necessary for Entertainer's Performance (collectively, the "Performance Equipment"). All Entertainers shall have all Performance Equipment ready at the Arrival Time. Entertainer is responsible for safeguarding all Performance Equipment before, during, and after the Performance. FLA is not responsible for, and will not reimburse Entertainer for, any damage to, theft of, or loss of Performance Equipment at the Festival.

12. **Audio Device and Sound System.** All Entertainers shall bring their own device capable of playing music files to connect to the Sound Equipment (the "Audio Device"). The Audio Device **CANNOT** be a USB drive because the Sound Equipment **CANNOT** connect to a USB drive. The Sound Equipment accepts **ONLY** a 3.5 mm audio input (the standard headphone jack). If an Entertainer plans to use a phone or tablet as the Audio Device, the Entertainer shall bring any and all adapters necessary to connect the Audio Device to the Sound Equipment via a 3.5 mm audio input. All Entertainers shall test the Audio Device and any adapter(s) before arriving at the Festival to ensure they are working properly and produce good sound quality.

Entertainer's Sound Booth Support will arrive and check in at the Sound Booth with the Audio Device and any required adapters **at least 30 minutes before the Entertainer's scheduled Performance Time**.

The Sound Booth Support shall control Entertainer's Audio Device and music during the entire time Entertainer's group is performing. FLA staff will not operate Entertainer's Audio Device. FLA is not responsible for ensuring that Entertainer's music, playlists, equipment, materials, instruments, props, costumes, outfits, or other items are functioning correctly or played in the order Entertainer intends. Entertainer will not be allotted any additional time to the Performance Duration as a result of delay due to Entertainer's Audio Device not operating correctly or any other technical difficulty associated with the Sound Booth or Sound Equipment, late arrival of Entertainer's Sound Booth Support, problems with Entertainer's music, playlist, or any other reason, unless FLA expressly authorizes additional time.

13. **Departure.** Following the completion of the Performance, all Entertainers shall remain at the Changing Tents until all Performance Equipment has been organized, packed up, taken down, and removed from the Changing Tents. Entertainer shall leave the Changing Tents in a clean, tidy, and orderly condition so that subsequent performers may freely use the space without obstruction or delay to their preparations. Entertainer shall check out at the Check-In Area before departing. Failure to comply with this section will result in a breach of the Entertainer Agreement,

and may in FLA terminating the Entertainer Agreement or any rights contained therein, which decision shall be made in FLA's sole discretion.

GENERAL PROVISIONS

14. **Merchandise Sales.** Following the completion of the Performance, Entertainer may promote, advertise, or sell the Entertainer's CDs, DVDs, t-shirts, or any other merchandise (collectively, the "Merchandise"), as well as advertise Entertainer's future events or future services. FLA will provide Entertainer with a table next to the Stage for all promotions, advertisements, or sales (the "Provided Space"). Entertainers will have 20 minutes following the Performance to conduct all promotions, advertisements, or sales. Entertainers may conduct promotions, advertisements, and sales **only** at the Provided Space and **only** during the allotted 20-minute period. Promotions, advertisements, and sales at all other locations and times are **prohibited**, unless the Entertainer purchases a separate vendor pass from FLA. The Entertainer and any person assigned to conduct promotions, advertisements, or sales are solely responsible for the Merchandise, promotional materials, and exhibitions presented. FLA will not conduct or provide any promotion, advertisement, or sale on behalf of Entertainer. All Merchandise, promotions, or advertisement must be appropriate for an audience that includes children, and Entertainer will stop the sale, promotion, or advertisement of any material or Merchandise which FLA determines is inappropriate or not in alignment with the Festival, which decision shall be made in FLA's sole discretion.

15. **Name, Likeness, Recordings, and Images.** Entertainer grants FLA a license to use Entertainer's, or any of Entertainer's performers' name, likeness, Biography, and image for all editorial, publicity, marketing, and promotional purposes, in any manner or media whether now known or hereafter developed, in connection with the Festival or any post-Festival events organized by FLA. Entertainer grants FLA a license to use any recordings or images captured or made during the Festival of Entertainer, Entertainer's performers, or Entertainer's Performance for all editorial, publicity, marketing, and promotional purposes, in any manner or media whether now known or hereafter developed, in connection with the Festival or any post-Festival events organized by FLA.

16. **Ownership of Materials.** All Entertainers represent and warrant that the Entertainer is the sole and exclusive owner, or has the authorized right of use, of all Performance Equipment and content. Entertainer further represents and warrants that the delivery of the Performance does not violate any applicable law or the rights of any third party. FLA is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, in all photos, videos, or other recordings and any copies made by or provided to FLA thereof of Entertainer or the Performance.

17. **Compliance with Instructions.** All Entertainers, shall adhere to all instructions, directions, and other directives given by FLA staff or volunteers before, during, or after the Performance. All Entertainers shall ensure that their performers, Sound Booth Support, and Performer Assistants adhere to all instructions, directions, and other directives given by FLA staff or volunteers before, during, or after the Performance.

18. **Enforcement.** If Entertainer fails to comply with any provision of these Policies and Procedures, FLA may, in its sole discretion, cancel the Performance, terminate the Entertainer's contract or any rights contained therein, or terminate any rights within this Entertainer Policy, or any combination thereof, which decision shall be made in FLA's sole discretion.

19. **Contact Information.** Entertainer shall direct all notices, information, lists, questions, the Biography, and any other communications to FLA at:

Email: Performers@festivalprovo.com
Tamara Férnandez: 801-427-0517
Olga Meservy: 801-850-7318

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