

Tulip Time Flower Festival

~ Artist Terms and Conditions



We're with you

The following Terms and Conditions apply to all Artists who have received approval from Wingecarribee Shire Council (Council) to participate in the Event.

1 Similar Artists

Council Event Organisers, at their discretion, may approve Artists performing/entertaining with similar repertoire, style or genre at the Tulip Time Flower Festival.

2 Professionalism and Behaviour

The Artist/s are expected to maintain a professional demeanour at all times. Behaviour and/or language that could be considered offensive, disruptive, or inappropriate is strictly prohibited.

The Artist/s must be respectful towards the venue, audience members, fellow Artists, and all event participants.

Consumption of alcoholic beverages is not permitted during Tulip Time Flower Festival events, and Corbett Gardens is a smoke and vape free site.

3 Compliance

The Artist/s are required to comply with general instruction from the Entertainment Coordinator and Event Organisers as related to the site, stage and safety. All relevant local Council regulations and guidelines must be adhered to.

4 Facilities

4.1 Bathrooms

There are fully accessible bathroom facilities onsite.

4.2 Food and Beverage

Food and beverage is not supplied by the Event Organisers. There are food and beverage options available onsite for purchase.

4.3 Parking

There is no allocated parking around Corbett Gardens for Artists. There is on-street parking on Merrigang Street, Bendooley Street or Wingecarribee Street. There are two carparking areas located within 100 metres of the event site.

4.4 Unloading/Loading Zone

There is a designated zone for unloading/loading of equipment if required and an Artist entry to the site. Further information and site maps will be provided prior to arrival onsite.

Artist/s must arrive to site at the designated time advised by the Entertainment Coordinator/Event Organisers and may be required to participate in an event briefing and/or sound check.

4.5 Green Room

A marquee is setup for use on site as a green room area for Artists. Mainly for stowing of equipment and/or cases, there will be tables and seating available. There is no access to bathrooms or kitchen amenities in this space.

5 Artist Equipment

The Artist/s will provide all instruments, equipment, costumes and other items required to deliver the performance.

Any electrical equipment used in connection with the performance must have a current test and tag certification in accordance with Australian Standard AS3760. Electrical equipment which has not been tested and tagged must not be used.

6 Performance Alteration

Council reserves the right to alter the scheduled time of the performance at any time and any changes will be notified to the entertainer or performer as soon as practicable.

7 Personal Safety and Security

The Artist/s must prioritise the safety of themselves, other performers, and the audience. All Safety regulations and instructions provided by event organisers must be followed.

Performers must:

- Comply with any reasonable instructions from Council staff to enable Council to meet its legal obligations.
- Co-operate with Councils policies, procedures, or instructions related to health and safety.
- Report any issues that may impact the safe undertaking of their duties to the appropriate person as soon as practicable.
- Refrain from undertaking any duties while under the influence of alcohol or drugs that may impair performance or judgment.

8 Photography

Council may engage event photographers to record entertainment or performances at the event. Event entertainers or performances consent to the use of any photos/videos taken to be used for promotional purposes.

9 Indemnity/ Insurance

9.1 Indemnity

- (a) The Artist/s indemnifies Council, its employees and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance of the Agreement including:
- I. Any negligence, wrongful act or omission by the entertainer or performer or of any other persons for whose acts or omissions the Artists is liable;
 - II. Death or injury to any person or loss of or damage to any property;
 - III. Any breach of the Terms and Conditions by the Artists;
- (b) The Artist/s liability to indemnify Council is reduced proportionally to the extent that an action or omission of Council or its employees or agents (other than the entertainer or performer) may have contributed to the injury, damage or loss.

Council is not liable for any injury, loss or damage incurred by Artist/s who trades at an event unless such injury, loss or damage is caused by negligence of Wingecarribee Shire Council. The entertainer or performer agrees to indemnify Council against any liability for injury, loss or damage which may be incurred as a result of the entertainer or performer trading at an event day.

9.2 Public Liability Insurance

Council requires all Artists to hold a current public liability insurance policy with a minimum of \$20,000,000 coverage. Applications may not be considered if a Public Liability Insurance certificate is not attached or coverage is under \$20,000,000. Please contact the Entertainment Coordinator or Event Organisers if you require assistance.

10 Bump-in & Bump-out Instructions

Artist must follow the designated bump-in and bump-out times and procedures provided by the Entertainment Coordinator or Event Organisers. Any changes to arrival or setup times must be communicated in advance and approved by the event organiser. All equipment must be transported and set up in a manner that does not obstruct other event operations or pose any safety risks.

11 Event Cancellation

Tulip Time Flower Festival is an all-weather event. Wingecarribee Shire Council reserves the right to cancel or close the event in the case of extreme weather (severe thunderstorms, high winds) and event safety conditions. Such cancellation is at Council's discretion.

Reactive cancellation may occur under extenuating circumstances during the event as a risk mitigation measure. No financial compensation will be offered or is negotiable under these circumstances.

12 Termination

Wingecarribee Shire Council reserves the right to suspend the agreement and terminate a performance should any Artist/s at any time breach terms and conditions.

13 Payment

As applicable, per individual terms.

14 Amendments

Council reserves the right to amend the Terms and Conditions and will notify Artists of changes prior to them coming into effect.

Approved by:

WINGECARRIBEE SHIRE COUNCIL