



# MIDTOWN EVENTS

## BUSKING APPLICATION & POLICIES

### Busker Information

Name \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Website: \_\_\_\_\_

Facebook/Instagram/Twitter: \_\_\_\_\_

Type of Performance \_\_\_\_\_

Detailed Description of Performance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What specific dates are you interested in busking? \_\_\_\_\_

\_\_\_\_\_

What specific times(start to finish) are you interested in busking? \_\_\_\_\_

### Location Interest

For which location(s) are you interested in busking?

North Hills Commons

Mura Fountain

Coast Credit Union Midtown Park

Kendra Scott Fountain

Overlook Park

Other: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Date Submitted: \_\_\_\_\_



### **Section 1. Performance Date, Time, and Space**

The Host hereby permits the Busker to occupy space in the Venue during the hours of 5:00PM until 7:00PM April 16<sup>th</sup> and April 23<sup>rd</sup> of 2016. No other use is permitted without Host's prior written consent.

### **Section 2. Payment**

The Host is not required to pay the Busker any form of payment or fee for the Performance.

### **Section 3. Indemnification**

The Busker agrees to indemnify and hold harmless the Host, **Midtown Events LLC, Kane Realty Corporation, North Hills Owner LLC, JPM and Affiliated Entities, Successors, and/or Assigns and Mortgages** of and from any and all liability, loss, cost, damage, and expenses of any kind or nature, whatsoever, arising out of or from any accident or occurrence in, on, or at the Performance or in connection with the enforcement of rights under this Agreement.

The Busker also agrees to hold harmless the Host of and from any and all liability, loss, cost, damage and expenses of any kind or nature, whatsoever, arising out of or from any actions of the Busker while on the North Hills property.

### **Section 4. Permits and Copyrights**

The Busker warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance. The Busker specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Busker indemnifies the Host for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

### **Section 5. Cancellation**

In the case of inclement weather, the Performance may be canceled by the Host the day of the event.

### **Section 6. Sound Systems and Power**

The Host is not required to provide power or sound equipment for the Busker during the Performance.

### **Section 7. Dress Code**

Attire should be appropriate, clean, and preferably logo'd. At its sole and absolute discretion, Property Management may require the removal or replacement of attire that it deems inappropriate.

### **Section 8. Hazardous Material and Pyrotechnics**

The Busker and any other person associated with the Busker agree not to bring into the Venue any material, equipment, or other object which is likely to constitute a hazard of bodily harm to any person or which is likely to constitute a hazard to property. No pyrotechnic devices will be allowed during the Performance. Violation of this provision will result in immediate cancellation of the Performance and this Agreement.

### **Section 9. Covenant of Good Faith and Fair Dealing**

The Host and the Busker agree to perform their obligations under this Agreement, in all respects, in good faith.

### **Section 10. Miscellaneous Terms**

No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. The Performance will not contain any lewd or indecent acts, images or language. If the Busker violates this section, the Host may immediately cancel the Performance and this Agreement.

## **Section 11. Governing Law**

The Host and the Busker submit to the jurisdiction of the courts of the State of North Carolina for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of North Carolina.

## **BUSKING POLICIES**

- All Buskers are required to sign a Busking Agreement.
- Pre-approval is required for Buskers at North Hills, and Buskers may be asked to end their performance and/or leave the property at any time.
- Examples of successful previous busking acts include acoustic musical performers and plain air painters. If you are unsure if your act is a good fit for North Hills, please contact Midtown Events to learn more before planning your busking visit.
- Busking acts should enhance the environment, not detract from it. North Hills merchants and customers must be treated with respect at all times. Volume and style should be monitored.
- Upon arrival, Buskers are required to check in with a Kane Public Safety Officer (919-369-4089).
- Buskers may not block walkways or sidewalk ramps.
- Buskers must be appropriately dressed.
- No sales are allowed under any circumstances. Tip collection is permitted with a small, tasteful, identifying sign only. Buskers may respond to questions from and provide information to inquiring guests, but further requests for tips, financial support, or guest interaction are strictly prohibited and will result in a ban on the Busker.