

2022 Umbrella Festival Artist Agreement

This agreement sets out the terms on which the Artist (“you”) will be registered with South Australian Contemporary Music Pty Ltd Trading As Umbrella Festival (ABN 19 079 445 051) (“us, our or we”) to participate as an independent artist in the 2022 Umbrella Festival.

1. Acceptance

1.1 By registering your Event(s) in the 2022 Umbrella Festival, you are accepting to be bound by the terms and conditions contained in this agreement.

1.2 This agreement is only for the 2022 Umbrella Festival and will end on Sunday 31st July 2022 at midnight.

2. COVID-19 Response Plan

2.1 Umbrella Festival is monitoring the Government and Health authority alerts frequently to keep informed on the best course of action for each individual event in our program. The Umbrella Festival will continue in 2022 between 1 July and 31 July 2022.

When registering an event with Umbrella Festival 2022 you agree to abide to all government legislation surrounding COVID-19, and to follow official government health advice. This might be in the form of either a COVID Safe Plan or COVID Management Plan approved by SA Health. You must upload this documentation in the registration form.

For more information visit <https://www.health.gov.au> or [SA Health COVID Information](#)

3. Listings

3.1 We will provide you with a summary of registration information detailing your Event(s) in the 2022 Umbrella Festival for publication in the 2022 Umbrella Festival guide, available to you via an automated email to your preferred email address. You agree that you have reviewed, accepted and confirmed the details of your event information are correct.

3.2 Further to this you agree that all further Event(s) information you have supplied to us on the registration website has been reviewed by you and is accurate and correct. This also applies to any and all future information supplied to us.

2.3 By submitting images to us for use in relation to your Event(s) you warrant and undertake to us that you have obtained all necessary rights and permissions for the use of such images and you indemnify us against any legal action pertaining to the rights in relation to such images. With regards to your online listing, you have the opportunity to request changes in writing during the period up to **5pm on Sunday 1 May 2022**. After this date, any changes you make will only affect your listing in the Online Program on the Umbrella Festival website.

2.4 As the publishers of the Umbrella Festival program and website we reserve the right to;

2.4.1 Edit listing copy or images that Umbrella Festival deems inappropriate for the general audience which the Umbrella Program and website is intended or that do not reflect Umbrella Festival Publication Guidelines.

2.4.2 Refuse to publish text or images that Umbrella Festival deems inappropriate

for the general audience which the Umbrella Program and website is intended or that do not reflect Umbrella Festival Publication Guidelines (published on www.umbrellafestival.com.au/register)

2.5 Umbrella Festival reserves the right to not accept as part of your event registration and content, any material:

2.5.1 that is liable to incite racial, ethnic or homophobic hatred or promotes hatred of any particular community or persons;

2.5.2 or that constitutes or encourages conduct that would be considered a criminal offence;

2.5.3 Or that is detrimental to or likely to cause damage to Umbrella Festival.

2.6 We will endeavour to ensure that event listings are printed and/or listed on the website in full, however we will not be liable for any errors or omissions.

2.7 Umbrella Festival may refer local government and councils participating in Umbrella Festival to the primary contact listed in your registration for your Event(s), in order to facilitate further performance opportunities.

2.8 When undergoing a venue registration on behalf of a venue, you take all responsibility for recording the correct information for the venue and coordinating all contractual obligations between yourself and the venue directly.

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3 Image Use

3.1 You agree to grant Umbrella Festival a non-exclusive licence to reproduce any images taken by official Umbrella Festival photographers, to market and publicise Umbrella Festival, unless otherwise stated. Arts and photographers will always be acknowledged.

4 Ticketing via Moshtix

4.1 All Umbrella Festival tickets are sold via ticketing platform Moshtix.com.au/umbrellafestival which is supported and managed by Moshtix and Music SA collaboratively. A Ticketing Assistant has been assigned to oversee ticketed Umbrella events, and you will have a username and password assigned to you. Artists are responsible for providing the event and are subject to the conditions applicable to that event or for the venue where presented.

4.2 Artists are also responsible for building their online event ticketing link through the Moshtix account that will be set up for them. Any pre-filled information in this online form must remain as is unless otherwise negotiated with the Umbrella Festival Ticketing Assistant. The Moshtix account that will be set up for you is for Umbrella festival events only, as Music SA will have full access to events in this account

4.3 By accepting these terms and conditions, you agree to be bound by all Moshtix ticketing terms and conditions accordingly.

4.4 Fees

- All tickets include a \$2.50 Customer Booking Fee and 2% Processing fee, included in the advertised ticket price.
- All ticket sale transactions made through Moshtix incur a \$2.95 Web Transaction Fee incurred by the customer.
- Any discounted ticket offer only applies to the ticket price, not the Customer Booking Fee or the Web Transaction Fee.

5.0 Indemnity from you

5.1 You accept that you, your company and your staff participate in the 2022 Umbrella Festival wholly at your and their own risk. We are not liable for any loss or damage incurred by you, your company or your staff.

5.2 You warrant to us that you have obtained all necessary licenses and permissions from all parties interested in the copyright, music and other intellectual property rights whatsoever, and you indemnify us in respect of any claims, damage, loss, liabilities, costs, charges or expenses that are suffered or incurred by us as a result (whether directly or indirectly) of your failure to obtain all such necessary licenses, insurances or permission or pay all such relevant fees.

5.3 You indemnify us against any and all claims, actions, damage, loss, liabilities, costs, charges or expenses that are suffered or incurred by us as a result (whether directly or indirectly) of any act or default by you, your artists, agents, employees or contractors in connection with the

conduct of your Event(s) or the use of your venue for your Event(s).

5.4 You understand that you and/or your venue are wholly responsible for the safety of audience members and for arranging and paying for all insurances for your Event(s) including any public liability insurance.

6 Termination

6.1 If you breach this agreement or if you become insolvent, are declared bankrupt or enter into an arrangement with your creditors we can terminate this agreement by notice to you and we will remove your event(s) from the program for the 2022 Umbrella Festival.

6.2 This agreement is governed by the law of South Australia and the Courts of South Australia have jurisdiction to determine any proceedings in relation to this agreement. If you have any questions about this agreement, please contact the Umbrella Festival team. Phone: (08) 7320 3304 Email: steve@music.com.au