

## RE-ENACTMENT CONTRACT

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_ (hereinafter called the "Event Organizer") and \_\_\_\_\_ (hereinafter collectively called the "Re-Enactor").

This Contract for Re-Enactor's personal services at the event described below shall consist of all provisions in this Contract, and any attachments.

### Event Organizer's Contact Information:

*Contact Name:* \_\_\_\_\_

*Company Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*City:* \_\_\_\_\_ *State:* \_\_\_\_\_ *Zip Code:* \_\_\_\_\_

*Telephone:* \_\_\_\_\_ *Email:* \_\_\_\_\_

### Re-Enactor's Contact Information:

*Contact Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*City:* \_\_\_\_\_ *State:* \_\_\_\_\_ *Zip Code:* \_\_\_\_\_

*Telephone:* \_\_\_\_\_ *Email:* \_\_\_\_\_

*Number of Individuals Expected to Participate In Re-Enactor's Group:* \_\_\_\_\_

*SSN/EIN:* \_\_\_\_\_

### Time, Date, Length and Place of Re-Enactment (hereinafter the "Event"):

*Venue Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*City:* \_\_\_\_\_ *State:* \_\_\_\_\_ *Zip Code:* \_\_\_\_\_

*Event Date:* \_\_\_\_\_ *Time:* \_\_\_\_\_

*Length of Event:* \_\_\_\_\_

*Demonstration(s) To Be Performed by Re-Enactor:* \_\_\_\_\_

\_\_\_\_\_

**Compensation to be Paid:** The Re-Enactor shall be paid the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars for the Event, payable as follows:

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**Merchandising Policy:** The Re-Enactor may sell merchandise during the Event, provided that it does not interfere with the presentation. The Re-Enactor will retain 100% of the money from sales of their own merchandise. The Event Organizer may likewise sell merchandise during the Event, provided that it does not interfere with the presentation. The Event Organizer will retain 100% of the money from sales of their own merchandise.

**Demonstrations.** As noted above, the Re-Enactor may also perform various demonstrations of period skills and crafts during the Event. The Event Organizer assumes no responsibility for personal injury or damage to property sustained by members of the public or the Re-Enactor as a result of the demonstrations performed by the Re-Enactor at the Event.

**Indemnification Agreement.** The Re-Enactor indemnifies and holds harmless the Event Organizer against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by the Event Organizer as a result of any act, default, or omission of the Re-Enactor, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the Re-Enactor's use of the Event Organizer's facility or for any injuries sustained by an individual who has come to the facility as a result of the Re-Enactor's use of the facility and may be injured in the course of participating in an inherently hazardous activity, a demonstration, or another activity while on the premises, whether or not the activity is a sanctioned part of the Re-Enactor's use of the facility. The Re-Enactor agrees to provide proof of insurance covering any losses that may occur as a result of Re-Enactor's activities.

**Cancellation:** Should either party have cause to cancel the Event, notice shall be given to the other in writing no fewer than fourteen (14) days prior to the Event. Any notice of cancellation given by Event Organizer less than fourteen (14) days prior to the Event will require full payment by Event Organizer to Re-Enactor as described above. Any notice of cancellation given by Re-Enactor less than fourteen (14) days prior to the Event will result in damages payable to Event Organizer from Re-Enactor in an amount equal to the payment that would have been due Re-Enactor for the Event, including refund of any deposit paid in advance to Re-Enactor by Event Organizer. Any obligation to make payment upon cancellation may be waived by either party in the event a substitute performance can be arranged to the parties' mutual satisfaction.

**Independent Contractor.** It is agreed that the Re-Enactor signs this Contract as an independent contractor and not as an employee of the Event Organizer.

**Assignment.** Re-Enactor acknowledges that it may not assign any of its rights or delegate any of its duties or obligations under this Contract.

**Invalid Provision.** If for any reason any section, subsection or any portion of this Contract shall be invalid or unenforceable, it is agreed that the same shall not be held to affect the validity or enforceability of any other section or subsection or portion Thereof.

**Governing Law.** This Contract shall in all respects be interpreted, enforced and governed under the laws of Pennsylvania, including its conflicts of law provisions. The language of this Contract shall in all cases be construed as a whole, according to fair meaning, and not strictly for or against either of the parties.

**Entirety of Agreement.** This Contract constitutes the entire agreement between Event Organizer and Re-Enactor with respect to the services provided. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth or provided herein. Neither party shall be bound by terms of this Contract in the event of accidents, strikes, riots, epidemics, or “acts of God”.

**Representations.** Event Organizer and Re-Enactor acknowledge that each has had ample time to review this Contract and has reviewed this Contract, that the terms and restrictions of this Contract are understood, and that the Contract is executed voluntarily.

**Promotion and Advertisement.** Event Organizer shall be responsible for all matters pertaining to the promotion and production of the Event including, but not limited to, venue rental, security and advertising. Event Organizer agrees to reasonably promote the Event through the usual course of promotion and advertising. Re-Enactor is likewise encouraged to promote the Event in any of its advertising or promotional materials.

IN WITNESS WHEREOF, the parties have executed this Contract on the respective dates shown by their signatures.

***EVENT ORGANIZER:***

\_\_\_\_\_ By: \_\_\_\_\_  
(Date)

***RE-ENACTOR:***

\_\_\_\_\_ By: \_\_\_\_\_  
(Date)