



BRINGING LIVE  
**PERFORMANCE**  
— TO YOUR —  
DOORSTEP

Hello, and thanks for your interest in getting involved as a performing artist in Curbside Culture! A program of the Cultural Office of the Pikes Peak Region, Curbside Culture is designed to create new paid opportunities and more exposure for local performing artists, while elevating public visibility for arts & culture throughout our community during the COVID-19 pandemic.

The Cultural Office's primary program responsibilities will be to (1) maintain an online roster of participating performers, and (2) promote the Curbside Culture program to the regional community. As a performing artist in the program, you would be operating as an Independent Contractor, and you will be required to sign an agreement that will release the Cultural Office from any liability associated with your involvement in Curbside Culture. As an Independent Contractor, you'll have the final say as to which gigs you accept, and how/when they are scheduled. You'll also have the sole responsibility for setting your fees and collecting payment for any Curbside Culture performances that you book. *Curbside Culture cannot ensure that you will book any gigs.*

Participation in the Curbside Culture program is only open to accomplished performing artists who live in the Pikes Peak region, and who have provided a complete set of application materials (see below). At the discretion of the Cultural Office, participating performing artists who are unreliable or unable to operate in a safe and professional manner will have their profiles removed from the Curbside Culture website, and will no longer be allowed to participate in the program. For questions, contact Andy Vick at [andy@CulturalOffice.org](mailto:andy@CulturalOffice.org)

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In addition to a signed Release of Liability form, and a signed W-9 form, Curbside Culture program applicants will need to provide the Cultural Office with the following information, which will be used for ongoing program communications, and to create your Performer Profile on [www.PeakRadar.com/CurbsideCulture](http://www.PeakRadar.com/CurbsideCulture):

### **PERFORMER CONTACT INFO:**

Name of Performer or Performance Group

Point of Contact Name (First & Last)

Point of Contact Email (*IMPORTANT--this is how you will receive program inquiries from the community*)

Point of Contact Phone #

Website URL and/or social media links for more information

### **PERFORMER PHOTOS:**

3-5 high-quality, promotional photos (jpg files) of you and/or your group

### **PERFORMANCE DESCRIPTION:**

A well-written paragraph or two about you and/or your group, INCLUDING include a few sentences about the type of performance that you'll be sharing through the Curbside Culture program.

### **PRICING OPTIONS:** (*fill in the costs for your services; leave blank those options that are not available*)

[ ] \$\_\_\_\_\_ for a 30 minute performance

[ ] \$\_\_\_\_\_ for a 60 minute performance

[ ] \$\_\_\_\_\_ for a 90 minute performance

*Please include any additional performance fees (travel, equipment, supplies, etc.) within the pricing above.*

### **PERFORMER VIDEO CLIP—PLEASE PROVIDE A YOUTUBE LINK**

A 30-60 second video that captures the spirit and essence of your planned Curbside Culture performance.

**Email all application materials to [andy@CulturalOffice.org](mailto:andy@CulturalOffice.org)**



# Independent Contractor Agreement AND LIABILITY RELEASE

I, \_\_\_\_\_, acknowledge and agree that I am an Independent Contractor and I agree to provide services as a performer for the Curbside Culture program; a program which is being facilitated by the Cultural Office of the Pikes Peak Region (Cultural Office).

As an Independent Contractor, I understand and agree that I am not an employee of the Cultural Office, and that I am not insured under the Cultural Office's workers compensation policy. Therefore, any injuries I may incur during the performance of my work as an Independent Contractor are not covered by workers' compensation insurance. In the event of an injury requiring medical care, I, or my personal health insurance, will be responsible for payment of all medical costs. I further understand and agree that I am not covered by the Cultural Office's liability insurance policy, nor any other insurance policy, nor may I be entitled to protection from liability under the Colorado Governmental Immunity Act.

I further understand and agree that the services I will be providing as a performer for the Curbside Culture program shall be provided for entertainment and cultural enrichment purposes. While the Cultural Office will provide an online portal to facilitate "bookings" for participating Curbside Culture performers, I understand that as an Independent Contractor, I will: (1) set and collect my own fees for program performances, (2) orchestrate the scheduling and logistics for my program performances; and (3) take full responsibility for providing my services in a way that minimizes the risk to the health and overall safety of the general public and others that I may come into contact with before, during and after any Curbside Culture performances.

With full comprehension of the potential consequences of this decision, I hereby agree to and do assume all risk of injury to myself and my property which I may suffer as a result of my service as an Independent Contractor for the Curbside Culture program. On behalf of myself as well as my heirs, administrators, executors, and assigns, I hereby release and forever discharge the Cultural Office and its Curbside Culture program partners, inclusive of their trustees, directors, officers, equity stakeholders, representatives, successors, assigns, agents, and employees, from any and all claims, demands, and causes of action, of whatever kind or nature, either in law or in equity, arising from, or in any way connected with, injuries or property damage sustained by me, or injuries or property damages caused by me, in connection with my providing services as an Independent Contractor for the Curbside Culture program.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS INDEPENDENT CONTRACTOR AGREEMENT AND LIABILITY RELEASE, UNDERSTAND THE CONTENTS THEREOF, AND AM EXECUTING IT VOLUNTARILY OF MY OWN FREE WILL, PER MY SIGNATURE BELOW. THIS AGREEMENT AND RELEASE SHALL BE GOVERNED BY COLORADO LAW.

**THIS IS A RELEASE OF LIABILITY.**

\_\_\_\_\_  
Performer/Independent Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andy Vick, Executive Director, Cultural Office

\_\_\_\_\_  
Date

