

## ENTERTAINMENT CONTRACT ATTACHMENT

### **Copyright Infringement Indemnification**

*Contractor warrants and represents that no musical, literary or artistic work or other property protected by copyright will be performed reproduced or used in the performance of this contract unless contractor has previously thereto obtained written permission from the copyright holder. Contractor acknowledges that contractor acts under this contract as an independent contractor charged with the responsibility at their sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works a contractor deems appropriate and that contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works. Contractor warrants that in the performance of this contract, contractor will not infringe any statutory, common law or other right of any person by performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including contracting district agricultural association, and their officers, agents, employee and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this contract pending the final disposition of any claim which may result from the foregoing indemnification.*

### **Talent Agency License Certification**

Contractor certifies compliance with applicable requirements in the talent agency sections of the Labor Code (§271 and §272 and §1700.5 et seq.)”