

PERFORMER CONTRACT

THIS CONTRACT is for the personal services of musicians on the engagement described below, made this 13th day of June, 2013 between the undersigned Purchaser of Music (herein called "Purchaser") and musicians (therein called the "Band"). The musicians are engaged severally on the terms and conditions on the face hereof. The leader represents that the musicians ready designated have agreed to be bound by said terms and conditions. The musicians severally agree to render services under the undersigned leader.

1. **Name of Engagement:** "Saratoga Springs Summer Concert Series"

Name of Group: FRESH **Band Leader/Event Contact:** Roberta Goliber

Location of engagement: Congress Park War Memorial & walkway

2. **Date of engagement:** July 21, 2013 **Starting and finishing times:** 7:00 – 8:30 PM
Event is weather permitting; NO RAINDATE.

3. **Set up/Load In/Sound Check time:** 6:00 PM
Band will provide all production and lighting.

4. **TOTAL WAGE AGREED UPON:** Three Hundred Dollars (\$300.00) Pursuant to City Charter and Warrant procedures, check for full wage will be mailed after next Council meeting following date of services rendered, as long as proper paperwork has been filed with the City of Saratoga Springs.

5. **Purchaser will make payments as follows:** Check. **Make Payable to:** Roberta Goliber

6. Band shall be responsible for its own personal property. City does not have the capacity to watch musical instruments. Band members have total care, custody and control of instruments in their possession in the performance of this contractual agreement.

7. Agreement of the Band to perform is subject to proven detention by sickness, strikes, adverse weather conditions, acts of God, or any other legitimate condition beyond it's control for which the Band will not be held responsible for any loss incurred by Purchaser as a result thereof. In the event a performance does not occur on the date of the agreement in question, no monies shall be paid to the Band.

8. No performance by the Band pursuant to the contract shall be recorded, reproduced or transmitted from the place of performance without written agreement from the Band.

9. Purchaser warrants that he or she is of legal age and has the right to enter into this contract.

10. Cancellation due to inclement weather will be determined by the Purchaser by 5:00 PM the date of performance.

11. Band shall provide the services and perform the work described herein as an Independent Contractor and not as an employee of the City. Band shall secure no rights as an employee under this agreement. Band shall provide a NYS Workers Compensation Approved Waiver.

12. Purchaser will provide extensive promotion of event. Please submit media kit with this agreement.

Purchaser's Name: Saratoga Springs Heritage Area Visitor Center

Signature of Purchaser: _____ **Date:** _____
(Mayor)

Street Address: 297 Broadway **City:** Saratoga Springs **State:** NY **Zip:** 12866

Phone/Fax: 518-587-3241 / 518-580-0980 – fax **Cell:** 518-683-0865 (Johnnie Roberts)

Leader's Name: Roberta Goliber

Signature of Leader:  _____ **Date:** 6/11/13

Street Address: 19 Peach Tree Lane **City:** Wilton **State:** NY **Zip:** 12831

Phone: 587-3489 **Cell:** 879-9241



**Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>ROBERTA GOLIBER 19 PEACH TREE LANE WILTON, NY 12831 PHONE: 518-587-3489 FEIN: XXXXX6199</p>	<p align="center">Business Applying For: OTHER: CERTIFICATE OF ATTESTATION OF EXEMPTION</p> <p>From: CITY OF SARATOGA SPRINGS</p>
--	---

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The business **MUST** be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, ROBERTA GOLIBER, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Date: 6/11/13	
Exemption Certificate Number 2013-035785		Received June 11, 2013 NYS Workers' Compensation Board	



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: Roberta Goliber

Printed name: Roberta Goliber

Title: Lead Vocalist

Date: 6/12/13

Company Name: Band "Fresh"