

Entertainers Release and Agreement

This Release and Agreement ("Release") is entered into as of ___/___/20___, by and between ("Entertainer") and the Albuquerque Press Club ("Club").

WHEREAS, Club has an ongoing program of providing an entertainment venue for the mutual benefit of Entertainers and Club members on the real property owned by the club ("Premises").

WHEREAS, Entertainer desires to use the Premises for the purpose of presenting said entertainment.

WHEREAS, Club and Entertainer desire to enter into an agreement to affect such desires by entering into this Release.

NOW, THEREFORE in consideration of the foregoing, the agreements herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, it is agreed as follows:

1. The foregoing recitals are operative provisions of this Release.
2. Entertainer agrees to provide his service(s) at the Premises during the day/evening of ___/___/20___, and understanding that this date includes the time until closing time and the time it takes to pack up and leave after closing time, and that closing time is generally 2:00AM of the following day.
3. The time period of said entertainment shall be approximately _____ until _____.
4. Entertainer may accept tips from Club members and guests, though Entertainer may not aggressively solicit tips.
5. Club is not responsible for the health, safety, or well-being of Entertainer or guests of Entertainer.
6. Club shall have no responsibility to maintain, preserve, take care of, or otherwise protect the instruments, equipment, or property of the Entertainer.
7. Entertainer releases and indemnifies Club from any and all claims, damages, losses, theft and liabilities, including but not limited to attorneys' fees arising out of or related to:
 - a. The entertainment;
 - b. Entertainers activities on or about the Premises;

c. This Release.

8. Entertainer must be a member of Club during the time included by this release, and is subject to the same rules as other members. Club pre-approves a \$5 one month membership for the term. This membership, upon board approval of a completed application, may be renewed at the end of the month at the annual rate.

9. As a member, Entertainer is entitled to invite guests. A maximum of ___ guests of the Entertainer may be present. Club manager: _____ (requires club managers signature). The rules that govern private parties (see back of this page) apply to Entertainer as host of these guests.

10. Entertainer agrees to support the clubs interest in contracting with Entertainer by promoting bar sales and reminding guests that this is a private club where members and guest are expected to clean up after themselves.

11. This Release is governed by the laws of the State of NM.

Club agrees to pay Entertainer _____ for services.

ENTERTAINER:

CLUB:

_____ (print name)
print name

By: _____

_____/_____/____

_____/_____/____

its: _____

Terms and Conditions for Invited Guests and Events:

1. The sponsoring member(s) is/are responsible for being familiar with the APC House Rules, and the rules outlined in this agreement, and accept responsibility for their guests' actions and enforcement of the rules relative to their guests conduct. All guests must be personally invited by the sponsor, with no charge to the guest to attend.
2. Under no circumstances may any sponsor or guest bring any beverage onto club property.
3. All guests will sign in immediately upon entry. A guest list may be provided in advance in which case only additional guests need sign in.
4. Food may be served in the green room, the brick room, or the dart room, cleanup is the responsibility of the sponsor. If additional cleaning is required, it may be charged to the sponsor.
5. Reservation of the club for less than 30 people is not exclusive, no-charge events are not exclusive (another event may be scheduled at the same time). Small groups may reserve only rooms on one floor, except the green room may be used for food for front room and boardroom events.
6. Reservation of the club during regular operating hours will not exclude members from any personal use of the facilities during the reserved time.
7. The actions of the guests and any costs the club incurs as a result of inappropriate actions of guests are the responsibility of the sponsor.
8. Enforcement of the rules of conduct is the responsibility of the sponsor. The ultimate authority is the bartender, and, in the event that the bartender believes intervention is appropriate, and any action taken will be at his/her discretion.
9. The club is not responsible for the property or personal safety of any guests.