



254 S. Main Street, Yuma, AZ 85364 – 928.373.5202 – Arts@yumaaz.gov

BATTLE OF THE BANDS APPLICATION

Calling all bands! Send us a video of your best 5 minutes! The top seven bands – chosen by a panel of judges—will go to a live concert at the Historic Yuma Theatre and battle for a \$5,000 cash prize!

Deadline to submit: July 20, 2018
Please submit all materials to Arts@YumaAz.gov

Band Name (the “Band”): _____

Band Genre: _____ Band Hometown: _____

Point of Contact Name: _____

Email Address: _____

Phone Number: _____

By signing below, the band and its members acknowledge that they have read, understand and agree to comply with all of the Rules and Regulations of Battle of the Bands attached and incorporated into this Application.

1. _____
Band Member Name (Please Print)

Phone Number

Signature

Date

Band Role/Instrument

2. _____
Band Member Name (Please Print)

Phone Number

Signature

Date

Band Role/Instrument

3. _____
Band Member Name (Please Print)

Phone Number

Signature

Date



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Band Role/Instrument

4. _____
Band Member Name (Please Print)

Phone Number

Signature

Date

Band Role/Instrument

5. _____
Band Member Name (Please Print)

Phone Number

Signature

Date

Band Role/Instrument

6. _____
Band Member Name (Please Print)

Phone Number

Signature

Date

Band Role/Instrument

7. _____
Band Member Name (Please Print)

Phone Number

Signature

Date

Band Role/Instrument

8. _____
Band Member Name (Please Print)

Phone Number

Signature

Date

Band Role/Instrument



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Rules and Regulations for Battle of the Bands

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

- 1. Eligibility:** the Battle of the Bands (“Contest”) is open to any band, any genre, from anywhere!
 - a. All band members must be over the age of 18.
 - b. The bands must have at least 3 members, no more than 8 members and at least one member must play a musical instrument.
 - c. Limit one application per band and per person/band member. If more than one application is received from the same band, or a person/band member appears on more than one application, then the subsequent entry(ies) will be disqualified.
 - d. The band members signing this Application must be the same band members represented at the Concert, if selected. No substitutions or additional band members allowed.

- 2. How to Enter:** Submit all materials to Arts@yumaaz.gov or via mail a CD/DVD and application to the Yuma Art Center at 254 South Main Street, Yuma, AZ 85364. All materials must be submitted no later than July 20, 2018.
 - a. Complete this Application form with signatures from each band member.
 - b. Submit an Arizona Transaction Privilege Tax License (TPT) for the band or a W-9 Tax Form from each band member. International artists must submit a W-8 Tax form.
 - c. Submit a video no more than 5 minutes of the band’s best song (original or cover).
 - d. Submit a photo of the band and/or band logo (Jpegs preferred, please label all files).
 - e. Pay a \$30 non-refundable application processing fee.
 - f. Submitted materials will not be returned.

- 3. Entries:** All song entries, Concert performances, and band names must be in keeping with City of Yuma’s (the “City”) positive image. Without limitation, song entries or Concert performances that are deemed by the City, in its sole and absolute discretion, to either (i) be or to contain profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, offensive, hateful or libelous content; (ii) encourage unlawful behavior; or (iii) portrays the City in a negative fashion, may result in the immediate disqualification of the band or termination of the band’s performance and removal from stage.

- 4. Timeline:** Applicants must comply with the following timelines or they will be disqualified:
 - a. July 20, 2018: Application submissions Due
 - b. August 1, 2018: Top seven bands announced
 - c. August 5 – September 14: Rehearsals and coaching for Concert
 - i. The band must rehearse at least 3 times at the Theatre.
 - d. September 17 – September 21: Final Tech and Dress Rehearsals
 - i. The band must be available for at least 2 technical rehearsals at the Theatre.
 - e. September 22, 2018: Battle of the Bands Live Concert



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5. Judging and Prizes

- a. A panel of judges will select the top seven bands from the eligible applicants (referred to as the “Top Band(s)”). The Top Bands will be invited to participate in the Battle of the Bands Live Concert on Saturday, September 22, 2018 (the “Concert”).
- b. The winning band will be the people’s choice based on Concert attendees (i.e. the band who receives the most votes from the Concert audience). The winner of the Concert will receive a \$5,000 cash prize and a trophy (collectively the “Prize”). The Prize will be delivered to the band immediately after the Concert. The winning band is solely responsible for all state, local or federal taxes associated with the Prize.
- c. Each band member may be required to execute additional documents before distribution of the Prize. In addition to the other indemnification requirements in this Application, the Top Bands agrees to release, indemnify and hold harmless the City and its licensees, affiliates, employees, volunteers, agents, and contractors from any and all claims, fines, penalties, liabilities for injuries, losses, and damages sustained in connection with participation in this Contest and/or the acceptance and use of the Prize.

6. Live Concert Event

- a. The Concert will be held at the Yuma Art Center’s Historic Yuma Theatre at 254 South Main Street, Yuma, AZ 85364 (referred to as the “Theatre”).
- b. The City, in its sole discretion, will organize, arrange, and present the Concert. The City will coordinate with each band to present its set as desired by such band, but the band and its members acknowledge and agree that the City has sole control over the Concert, including but not limited to the order and length of the performances, the volume, and so forth. Each Top Band must be prepared to play a set of at least 10 minutes but not to exceed 20 minutes unless authorized by the City. The City will be responsible for all lighting and at its sole discretion will control all lighting and sound equipment. The City may, at its sole discretion, provide monitors, microphones, and staging elements if such equipment is available.
- c. The Top Bands are responsible for providing their own musical instruments.
- d. If a Top Band wishes to sell its merchandise at the Concert including, but not limited to CDs or t-shirts, the band execute a Gift Shop Exhibitor Agreement on or before September 21, 2018.

7. Marketing and Promotions:

- a. By submitting this Application, the band and its members agree to have their names, logos, photographs and videos of performances used for marketing, promotional and educational purposes by the Yuma Art Center.
- b. Except to the extent prohibited by law, by entering the Contest, the band and its members agree that the City and its employees, agents, contractors, affiliates and licensees (collectively the “City”) may use, publish, videotape, broadcast, distribute and display all elements of the Contest, including but not limited to any entry or Concert music, songs, videos, and photographs, as well as each band member’s name, hometown and state, biographical information, statements, video, photograph and other likeness, in whole or in part, in any and all media either now or hereafter known, in perpetuity throughout the universe, in connection with advertising and promotion, without notification and without compensation of any kind to any band member or any third party. The City reserves all rights



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in perpetuity, including without limitation, the right to reproduce, alter, amend, edit, modify, crop and use the entry, video and photograph, and to sublicense all such rights, in connection with advertising and promotion.

- 8. Copyright and Intellectual Property Rights:** The Yuma Art Center is not be responsible for any copyright or intellectual property rights infringe. The City has copyright agreements with Broadcast Music, Inc (“BMI”). The bands are limited to performances licensed by BMI. Each band and each of its members warrant that they have authorization and permission to perform to play the songs submitted with its Application and performed during the Concert. Each band shall have the sole responsibility and liability for the payment of any and all royalty fees payable as a result of the band’s performance or playing of any copyrighted materials, including but not limited to lyrics, music, videos, and recordings, submitted or performed as part of the Contest. In addition to the indemnity requirements set forth in this Application, each band and its members shall indemnify, defend, and hold harmless the City and the City’s agents, officials, employees, licensees, and volunteers (collectively the “City”) from and against all claims, damages, fines, penalties, liabilities, losses, and expenses (including reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) (collectively “Claims”) brought or assessed against the City or to which the City may become subject, to the extent that such Claim is based on a patent and copyright infringement claim arising out of the Contest, including but not limited to, the failure of the band to pay royalty fees due hereunder pursuant to the copyright laws of the United States or any other country.

If a band or any of its member are uncertain as to whether they can agree to these representations and warranties, they should confer with their legal counsel or other advisors. City reserves the right at its sole and absolute discretion to request proof in writing of any necessary authorizations, assignment or waivers required herein.

9. Miscellaneous

- a. The City reserves the right at any time, in its sole and absolute discretion, to disqualify a band that City believes, in its sole and absolute discretion, is not in compliance with these rules and regulations, or which has made a false or misleading statement on the Application or otherwise, and reserves the right to pursue all other rights and remedies available at law.
- b. By submitting an Application, the band and each of its members agree to assume all liability for and indemnify and hold harmless City (its licensees, affiliates, employees, contractors, volunteers, and agents) from any and all claims actions, liabilities, damages, losses or expenses, including attorneys’ fees and costs (“Claims”), arising out of or resulting from the acts, directives, or omissions of the Band’s participation in the Contest, including but not limited to the public performance, display, publication, or use of the Band’s entry or other music performed by the Band. For purposes of this subsection, “Band” includes the band named on this Application, and its members, agents, employees, and persons under the band’s control.
- c. In order to protect the City’s property, including works of art and displays, each band shall take extreme caution when setting-up, moving, and taking down the band’s equipment or materials inside the Yuma Art Center. The band shall not place any equipment or materials within three feet (3’) from walls and art. The Yuma Art Center may require the band to move its equipment and materials



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- The band and its members shall neither cause nor permit the Yuma Art Center or any City property at the Yuma Art Center to be injured, marred or defaced be in any manner. If the Yuma Art Center or any City property at the Yuma Art Center is damaged by an act, default or negligence of the band or its members, participants, agents, employees, or any person affiliated with the band, the band shall pay the City, within thirty (30) days invoice, the cost necessary to restore, repair and/or replace the Yuma Art Center or City property at the Yuma Art Center to its present condition.
- d. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect. This Agreement contains the entire agreement between the Parties and no oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Agreement, or specifically referred to in a written agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing, signed by the Parties and endorsed herein. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.