

Performer Release



Performer		Performer telephone
Performer address		
Performer email address		
Effective Date	Performer contact	Juneau Live! contact (if any) Brad Perkins
Additional Terms (if any) Performer agrees to follow Resurrection Lutheran Church COVID-19 mitigation plan (available on www.rlcjuneau.org , if any, in effect at the time of Performer's Use of Facilities.		

This Performer Release ("Agreement") is entered into as of the effective date ("Effective Date") specified above, by and between Resurrection Lutheran Church, at 740 W 10th Street, Juneau, Alaska 99801 ("RLC") and the Performer ("Performer") specified above.

Whereas, RLC's primary purpose is to carry on the mission and ministry of the congregation, including in its use of its facilities ("Facilities") and services ("Services"); and

Whereas, RLC, additionally, has a desire to serve as an outreach to the community and is willing to provide to Performer use ("Use") its Facilities and Services and is doing so through the use of its Facilities by the Juneau Live! program ("Juneau Live!") and television studio ("Juneau Live! Studio").

Now therefore, the parties hereto agree as follows:

1. Performer's Use of the Facility and Services

In consideration of Performers use of Use of the Facility and/or a Service, Performer hereby agrees the terms herein, including the following releases.

2. Termination

Either party may terminate this Agreement at its convenience upon fifteen (15) days prior written notice to Performer. Juneau Live! may terminate this Agreement immediately upon Performer's material breach. Performer may terminate this Agreement because of a material breach by Juneau Live!, which is not cured within fifteen (15) days of written notice of the breach.

3. No Endorsement or Advocacy

a. Approval for the use of Facility or Services does not constitute or imply endorsement of Performer, their mission, or their positions. Performer may not to advertise the event in such a way as to imply

endorsement by Juneau Live!. No political activities or advocacy may take place at the Facility or through the use of the Services, or that conflict with the mission or practices of Juneau Live! (all determined in the sole discretion of Juneau Live!).

b. Nothing in this Agreement shall in any way be construed to constitute Performer to be the agent, employee or representative of Juneau Live!. Performer shall not act, or hold itself out, as an employee or agent of Juneau Live!, and may not bind Juneau Live! to any obligation, contract, agreement or arrangement.

4. Internet Use

a. If Performer has selected Internet access service ("Internet Service") in a Facility and Service Form, Performer will be provided the appropriate SSID and password for its members, attendees and guests ("Internet Performers") for the duration of the Use. It is in the sole discretion of the Performer to allow its members, attendees and/or guests access to Internet Services, and is the sole responsibility of Performer for the enforcement of the terms of this section. Copies of Juneau Live!'s Internet Access Agreement are available from the Juneau Live! office, should Use wish to provide to its members, attendees and guests.

b. Juneau Live! does not guarantee the Internet Service or specific rates of speed. Juneau Live! also has no control over information obtained through the Internet and cannot be held responsible for its content or accuracy. Use of the service is subject to the Performer's own risk.

c. Juneau Live! reserves the right to remove, block, filter, or restrict by any other means any material that, in its sole discretion, may be illegal, may subject us to liability, or may violate this Agreement. Juneau Live! may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violations of this section may result in the suspension or termination of access to the Internet Service or other resources, or other actions as detailed below. Juneau Live! reserves the right offer, revoke and refuse access to the Internet Service solely within its discretion.

d. Internet Performers are responsible for ensuring they are running up-to-date anti-virus software on their connected devices. Internet Performers must be aware that, as they connect their devices to the Internet through the Internet Service, they expose their devices to worms, viruses, Trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third parties.

e. Internet Performers must respect all copyrights. Downloading or sharing copyrighted materials is strictly prohibited.

f. The running of programs, services, systems, processes, or servers by a single Performer or group of Internet Performers that may substantially degrade network performance or accessibility is not be allowed. Electronic chain letters and mail bombs are prohibited. Connecting to "Peer to Peer" file sharing networks or downloading large files, such as CD ISO images or movies, is also prohibited.

g. Accessing another person's computer, computer account, files, or data without permission is prohibited. Attempting to circumvent or subvert system or network security measures is prohibited. Creating or running programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system is prohibited. Using any means to decode or otherwise obtain restricted passwords or access control information is prohibited. Forging the identity of a Performer or machine in an electronic communication is prohibited. Saturating network or computer resources to the exclusion of another's use, for example, by overloading the network with traffic such as emails or legitimate (file backup or archive) or malicious (denial of service attack) activity, is prohibited.

h. Performer understand that Internet access is inherently not secure, and Internet Performers should adopt appropriate security measures when using the Internet Service. Juneau Live! highly discourages Internet Performers from conducting confidential transactions (such as online banking, credit card transactions, etc.) over any wireless network, including this Internet Service. Internet Performers are responsible for the security of their own devices.

i. Juneau Live! is not liable for any damage, undesired resource usage, or detrimental effects that may occur to Internet Performer's device and/or software while the Internet Performer's device is attached to the Internet Service. Performer is responsible for any actions taken from Internet Performer's device, whether intentional or unintentional, that damage or otherwise affect other devices or Internet Performers of the Internet Service.

j. Performer hereby releases Juneau Live! from liability for any loss, damage, security infringement, or injury which Internet Performers may sustain as a result of being allowed access to the Internet Service. Performer agrees to be solely responsible for any such loss, infringement, damage, or injury.

k. Internet Performer will use the Internet Service only as permitted by applicable local, state, federal, and International laws. The Internet Service may only be used for lawful purposes and in a manner which Juneau Live! believes to be consistent with the rights of other Internet Performers and the mission of Juneau Live!. The Internet Service shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any person or entity. The Internet Service shall not be used for the purpose of accessing, transmitting, or storing material, which is considered obscene, libelous or defamatory. Illegal acts may subject Internet Performers to prosecution by local, state, federal, or international authorities. Juneau Live! may bring legal action to enjoin violations of this Agreement and/or to collect damages, if any, caused by violations. Internet Performers will refrain from any actions that Juneau Live! considers to be negligent or malicious. Internet Performers will not send email containing viruses or other malicious or damaging software. The Performer will run appropriate anti-virus software to remove such damaging software from his or her computer. Internet Performers will not access web sites which contain material that is grossly offensive to us, including clear expressions of bigotry, racism, or hatred. Internet Performers will not access web sites which contain material that defames, abuses, or threatens others.

5. Appearance Release

In consideration of being able to produce / record / broadcast from the Juneau Live! or Juneau Live! Live! Studio (if selected as a Service on the Facility Use and Service Form), Performer (on behalf itself and any and all performers, audience members or others who incidental may appear therein) hereby releases the following rights to Juneau Live! with regard to Performer's use of the Facility and Services. Performer authorizes Juneau Live! to record / broadcast / rebroadcast Performer's appearance, voice and/or performance including by means audio, visual and/or written recording, including audio recordings, video recording, photographs or written notes, ("Juneau / Juneau Live! Live! Services"). Performer grants Juneau Live! the rights to use the Juneau / Juneau Live! Live! Services for the activities of Juneau Live!, subject to the restrictions stated herein. Performer release Juneau Live! from any liability to Performer for Juneau Live!'s use of the Juneau / Juneau Live! Live! Services, according to the restrictions stated herein. Performer hereby waives any moral rights, including the right to identification of authorship or limitation on subsequent modification, that Performer has or may have in any work of authorship created hereunder. Performer waives any right of edit or review in Juneau Live!'s use of the Juneau / Juneau Live! Live! Services. Juneau Live! shall use Juneau / Juneau Live! Live! Services solely for the reasonable purposes of Juneau Live!. Juneau Live! shall not use Juneau / Juneau Live! Live! Services in any manner which may be considered derogatory or detrimental to the good name or reputation of the Performer.

6. Intellectual Property Rights

a. RLC and Juneau Live! are committed to respecting intellectual property rights of all artists and performers. Performer agrees not to violate the intellectual property rights of others by publicly performing to a studio audience and/or publicly stream copyrighted materials without permission or license.

b. RLC has secured rights under ONE LICENSE #A-734995, and a non-exclusive, non-transferable license to publicly play and perform in the Facilities, and to publicly transmit via rlcjuneau.org streaming services (YouTube and Facebook), any musical composition controlled by one or more of the domestic Performing Rights Organizations (ASCAP, BMI and SESAC), as stated in the CCS WORSHIPcast License #: 13379 License Terms and Conditions.

c. If Performer has selected either or both Performance Copyright Licenses and/or Streaming Copyright Licenses under Services in a Facility and Service Form, Performer will provide Juneau Live! a planned setlist for copyright clearance at least 24 hours prior to its performance for all non-original music. Should Juneau Live! not able obtain clearance for a copyrighted work, Performer will not perform said work.

7. Performance and Broadcast Content Standards and Practices

Performer agrees to comply with the current (at the time of performance and/or broadcast) Juneau Live! Performance and Broadcast Content Standards and Practices, available upon request and on juneaulive.org.

8. General

a. Neither party may assign its rights or obligations under this Agreement without the prior consent of the other, and any purported assignment without such consent shall have no force or effect, except that Juneau Live! may assign this Agreement incident to the transfer of all or substantially all of its affairs. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their successors and assigns.

b. Both parties acknowledges that the injury to a party resulting from any violation by of any of the covenants contained in this Agreement will be of such a character that such cannot be adequately compensated by money damages, and, accordingly, the injured party may, in addition to pursuing its other remedies, obtain an injunction from any such violation. No bond, or other security, shall be required in connection with such an injunction.

c. No failure or delay by either party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall it be deemed to be a waiver of any of the other terms and conditions of this Agreement.

d. The prevailing party in any legal action arising out of, or related to this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred in such action, including court costs and reasonable attorney's fees.

e. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Alaska, USA (excluding its conflict of law's provisions). Juneau, Alaska shall be the appropriate venue and jurisdiction for the resolution of disputes hereunder.

f. All notices or communications to be given under this Agreement shall be in writing and shall be deemed delivered upon hand delivery, upon delivery by a courier service, upon acknowledged email communication, or three (3) days after deposit in the mail, postage prepaid, by certified, registered or first-class mail.

g. In the event that any provision of this Agreement is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of the Agreement. The captions of sections herein are intended for convenience only, and the same shall not be interpretive of the content of such section.

h. The terms and conditions of this Agreement may not be superseded, modified, or amended except in writing which states that it is such a modification, and is signed by an authorized representative of each party hereto. This Agreement shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the order by its express terms.

i. This Agreement may be executed by original, electronic, facsimile or other signature which indicates the parties' acceptance of the terms hereunder. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. Delivery by means of a physical document, facsimile, or electronic file of such an executed copy of this Agreement shall be deemed an original and have the full force and effect of an original signed paper copy.

