ENTRY FORM - THE KID’S BEAT TALENT COMPETITION

Diagram

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**INSTRUCTIONS - HOW TO ENTER THE COMPETITION**

**It’s as easy as 1, 2, 3**

1. **Fill out entry form below & send it back to us at –** [**mrp2001@bellsouth.net**](mailto:mrp2001@bellsouth.net)**.**
2. **Once we receive & approve your entry form, we contact you with instructions on how to pay the entry fee.**
3. **After paying the entry fee, we send you instructions on how to upload your performance video.**

**NOTE: video must not be longer than 3minutes.**

**Instructions** – please fill out each numbered line below. If a line is not fill out, the entire form may be rejected by the judges. If a line is not applicable, please indicate N/A on the line.

**General Info**

1. Parent or Guardian Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Performers Name (if solo) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Group Name (if more than 1 performer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: All members of a group must fill out this application form. Please submit all forms for the group members at the same time.

1. **E-mail** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. **Phone** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. **I/we would like to perform at the following *ONLINE***competition/s listed below. Note: a fee of $30 per performance, per competition applies. Fee is not refundable for any reason, please see competition terms for more details.

Note: You may check and apply for 1, 2 or all 3 competitions at this time or at a later by filling out this form again.

**Competition Info**

1. **I would like to compete in the following competition/s.**

**Spring** March 1 to June 1, 2021 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Summer** June2 to September 1, 2021 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fall** September 2 to December 1, 2021 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Performance Type** – you may check 1, 2, 3 or 4 categories. Note: a fee of $30 per

performance per competition applies.

Solo Music\_\_\_\_\_\_\_\_\_\_\_ Solo Dance\_\_\_\_\_\_\_\_\_\_\_\_\_ Group Music \_\_\_\_\_\_\_\_ Group Dance\_\_\_\_\_\_\_\_\_\_

1. **Solo/Group Performer/s age** – **based on performers age on January 1, 2021.**

5 to 8 years old \_\_\_\_\_\_\_\_ 9 to 12 years old \_\_\_\_\_\_\_\_\_\_\_ 13 -18 years old \_\_\_\_\_\_\_\_\_\_\_\_\_

**Note**: If group has mixed ages, the group must perform with the age group of the oldest performer unless extenuating circumstances are present. In this case, please call us to discuss where your group best fits.

Performance video and payment must be included when sending this form or form is null & void.

I have read the terms and conditions and agree to abide by all terms listed below:

Parent or guardian signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent or guardian name (please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Today’s date is \_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_

1. Limitation of Liability. Exhibitor agrees to indemnify and hold harmless USG, the organizer, its affiliates, the exhibition hall facility, and the City in which the event is held. Owners, directors, officers, employees, representatives, and other agents (collectively, the "Indemnified Parties") against all claims, losses, suits, damages, judgments, expenses, costs, and charges of every kind arising from or related to this Agreement, the Exhibitor's participation in the Show, including, without limitation, by reason of personal injuries, death, property damages or any other cause sustained by any person. The Indemnified Parties shall not be responsible for any loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. Such items are brought to the Show and displayed at Exhibitor's own risk and should be safeguarded at all times and covered by Exhibitor's own insurance as necessary and as specified below. Notwithstanding any other provision of this Agreement, under no circumstances shall USG be held liability to Exhibitor arising under this Agreement or related hereto exceed amounts paid as Booth Rental Fees by Exhibitor hereunder. Exhibitor agrees that USG, its affiliates nor any third parties nor any of their owners, directors, officers, employees, representatives, or other agents shall have any liability in the event of any errors in any promotional material or electronic system where Exhibitors name or information may appear. Exhibitor agrees to indemnify USG and its affiliates and their respective owners, directors, officers, employees, representatives, or other agents against and hold each of them harmless from any claims and from all damages, costs, and expenses, including without limitation, attorneys' fees, and amounts paid in settlement incurred in connection with claims arising out of the acts or negligence of Exhibitor and Exhibitor's owners, directors, officers, employees, representatives, or other agents.
2. USG reserves the right, in its sole discretion and for any reason, to change the location of the championship.
3. Performer Conduct. No retail sales are permitted during the course of the competition. The sale or distribution of any goods or items that interfere with the activities of the competition is prohibited. Performers shall conduct themselves as not to annoy, endanger or interfere with the rights of other performers. Any practice resulting in complaints from any other performer or visitor, which, in the sole opinion of USG interferes with the right of others or exposes them to annoyance or danger, may be prohibited by USG.
4. Guarantees – USG cannot and does not guarantee results of any kind. Results are defined as attendance quantity, judges voting and quality or anything else that might be seen as a guarantee of success to performer/s.
5. Cancellation by performer/s or withdrawal from any competition be it virtual or in person cancels all or part of the performance there are no refunds or returns of any money paid unless previously agreed to by USG.
6. Downsizing or Reducing quantity of performances. Performer may not reduce the quantity of performers for any reason once paid nor may a performer assign a performance to another. All money previously paid will not be refunded.
7. Cancelation of Competition. In the event the facility in which the competition is to be conducted shall become, in the sole discretion of USG, unfit for occupancy, or in the event that the holding of the competition, or the performance of USG under this Agreement are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of USG, this Agreement and/or the performance/competition (or any part thereof) may be terminated by USG. USG shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of USG. If USG terminates this Agreement and/or the performance or competition (or any part thereof), then USG may retain such part of entry fee as shall be required to compensate USG for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of USG shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil defense or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labor disturbance, inability to secure sufficient labor, technical or other personnel failure, impairment or lack of adequate transportation facilities, inability to requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial and whether constitutional or unconstitutional; or act of God.
8. Admission – competition will be open to the public at admission prices or free admission as set by USG. Each performer and their parent or guardian shall be provided with complimentary badges, a limited number of free invitations and as many discount coupons as an exhibitor may require when a competition does not have free admission. Performer shall be able to purchase additional tickets at the lowest discount admission price.
9. Resolution of Disputes at the Competition. In the event of a dispute or disagreement at the competition between: Performer and Contractor; Performer and any laborer; Performer and an Exhibitor; Performer and an Attendee(s); Performer and any competition Representative (including but not limited to Show Management); or Performer and any other third party; then Performer agrees to be bound by USG decision concerning the dispute.
10. Delivery of Goods and Displays. USG is not responsible for the delivery of any displays, goods, or other items. Performer shall provide a list of anticipated deliveries to the Official Show Contractor. Performer shall provide for the shipping, transportation and receiving of all shipping containers and for verifying and acknowledging their contents. All shipping containers must be clearly marked. If performer is not present to receive its shipment USG or its Contractors may store, unpack, or return such shipments in USG sole discretion and at performers expense, risk, and peril. Performer must receive delivery of all necessary materials no later than the time specified in the Performers Manuel Guidelines.
11. Customs. Performer is solely responsible for clearing all foreign-made displays, goods, and other items through customs.
12. Care and Removal of Displays. USG will maintain the cleanliness of all aisles. Performer must, at Performers expense, keep displays clean and in good order at all times. Performer must keep packing material, items not used in the displays and any personal belonging out of sight. All displays must remain fully intact until the competition has officially ended. Disturbing or dismantling a display prior to the official closing hour of the competition will not be permitted. Displays must be removed within a maximum of one day following the conclusion of the competition. In the event any Performer fails to remove its Display in the allotted time, USG reserves the right, at performers expense, to ship the Display through a carrier of USG choosing or to place the same in a storage warehouse subject to performers disposition or make such other disposition of the property as it may deem desirable without any liability to USG.
13. Competition Entry Video – By signing this agreement performer agrees the video has become the property of USG and may be sold, loaned, donated, thrown out or disposed of as USG sees fit.
14. Live Performance – all audio or video taken at a USG competition be it virtual or live are the sole property of USG and may be used as USG sees fit.
15. Insurance. While USG will carry overall event/competition insurance as per the requirements of the exhibit hall or city it is **recommended** **but NOT REQUIRED** that performers carry their own separate policy.
16. Agreement Non-Assignable. The Agreement is non-assignable by Performer, without the Agreement by USG Performer Agreement shall be null and void and shall constitute a breach of the Agreement and shall grant USG the right to cancel the Agreement.
17. Cancellation of Competition (not including due to Covid see #26 for cancelation policy due to Covid). If USG cancels a competition because of an Event of Force Majeure as defined below and the competition is rescheduled within 24 months of the original competition dates, Performer entry fee shall be applied to pay for rescheduled competition. If performer elects not to participate in the rescheduled competition, its entry fee shall not be refunded and shall be deemed earned by USG. If the competition is cancelled and not rescheduled as set forth above, USG will refund that portion of the performer entry fee, if any, that USG does not apply to pay its direct expenses of the cancelled competition. Any refunds of fees will be prorated among all performers. If USG’s direct expenses equal or exceed all performers fees, no fees will be refunded. For the purpose of this paragraph, direct expenses shall mean all expenses of the competition incurred by USG other than its indirect administrative overhead expenses. USG’s determination of its direct expenses shall be deemed final and shall not be subject to challenge by any performer. USG shall not be liable for any losses or damages of any type or description, including consequential and/or incidental damages, suffered by Performer as a result of any rescheduling or cancellation of the competition.
18. Arbitration and Choice of Law. Any controversy or claim arising out of or related to the breach there of, shall be settled exclusively by arbitration held in Miami, Fl. and administered by the American Arbitration Association under its Commercial Arbitration Rules. USG and Performer agree that such arbitration shall be final, binding, and non-appealable. Judgment upon the award may be entered in any court having proper jurisdiction. USG and Performer expressly waive their rights to a jury trial and to appeal from the arbitration. If any arbitration or the proceeding is commenced pursuant to this Section, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees, costs and other disbursements actually incurred by it in connection with such arbitration or other proceeding and in enforcing any award, order or judgment thereby obtained. The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, exclusive of its conflicts of law provisions. Each party hereby consents to the exclusive jurisdiction and venue in the state and federal courts in Miami, Fl.
19. Covid Policy **For Performer or Sponsors**

* If the competition is canceled by any government agency prior to
  + March 1, 2021 all money paid is refunded or performer may receive a credit for 100% of the fee to a future competition.
  + April 1, 2021 75% of money paid is refunded or performer may choose a full 100% fee credit for a future competition.
  + May 1, 2021 50% refund or a full 100% credit for a future competition
  + June 1, to June 13, 2021 full 100% credit for a future competition
* The competition will adhere to all state and local Covid protection procedures.
* The competition may also create additional safeguards we deem appropriate. This includes but are not limited to hand sanitizer, extra spacing and limiting attendance.

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***COMPANY USE ONLY:*** *All contracts must be approved in order to be valid.*

*Approved by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Unlimited Sales Group Inc.*

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