

This contract is excerpted from *Presenting Performances: A Basic Handbook for the Twenty-first Century* by Thomas Wolf.

Sample Contract

This agreement is made on this _____ day of _____ 20____ between

_____ of _____
Name Address City
(hereinafter called the "Artist")

State Zip Phone
and _____ of _____
Name Address City
(hereinafter called the "Presenter").

State Zip Phone

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

1. If the agreement is contracted through a party other than the Artist, that contractor is considered the Artist's Agent, who expressly warrants that he/she is authorized by the Artist to execute this agreement on behalf of the Artist.

a. _____ of _____
Name Address Phone
(hereinafter called the "Agent").
State Zip Phone

2. The Artist, as an independent contractor, agrees to perform on:

Date(s) Time Location

It is mutually agreed that the performance(s) will start promptly at the time(s) indicated.

3. The Presenter agrees to pay as full compensation for the performance(s) a total of:
\$_____. Payable by check to:

Name			Address	
City	State	Zip	FEIN#	

Check is to be mailed within five (5) working days following the performance.

4. Transportation, housing, and meals, etc. are to be arranged and paid for by the Artist or Artist's Agent unless otherwise indicated below:

Transportation: _____

Housing: _____

Other: _____

Contact person for accommodations, if other than the aforementioned parties:

_____ () _____

Name	Title	Phone
Address	City	State Zip

5. The terms and conditions set forth in this Agreement shall have precedence over any attachment incorporated herein in the event of any conflict.

6. In the event that either the Presenter or the Artist is unable to fulfill its obligation due to damage or destruction of the venue by fire, verified disability of the Artist, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, or any unforeseen occurrence rendering the performance(s) impossible; neither the Artist nor the Presenter shall be held legally responsible for any damages arising from the cancellation of the performance(s) listed herein. Cancellations or changes of date for reasons other than those listed above shall render the Artist liable for any expenses, documented in writing, incurred by the Presenter in connection with this event.

7. With respect to insurance, the Artist is responsible for his or her liabilities, and the Presenter affirms its self-insured status for its own liabilities.

8. This agreement, including any addenda thereto and any compensation payable under the terms hereof, cannot be assigned or transferred without the mutual written consent of both the Artist and/or the Agent and the Presenter and contains the complete understanding of the parties respecting the subject matter hereof. It is expressly understood and agreed that the Presenter makes no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Presenter hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to the Artist and/or Agent at the addresses provided.

9. The Artist agrees that he/she will not accept any other engagement for a performance during a period from the execution of this contract through the 20____-20____ concert season, defined as _____, 20____ through _____, 20____, within the city of _____ and at a radius of _____miles from the city without advance, written permission from the Presenter. In the event of any prohibited performance prior to those provided for under this contract, then this contract may be canceled at that election of the Presenter without any liability of any kind. In the event of any such prohibited performance, the Artist will be obligated to pay the Presenter \$_____ as liquidated damages or documented out-of-pocket expenses, whichever is greater, immediately upon demand.

Marketing

10. The Artist agrees to furnish at his/her own expense (shipping included) the following amounts of advertising and promotional material to the extent that he/she has such material available for distribution.

At the time of contracting the following materials (*for example*):

- *One press kit with biography, articles and reviews*
- *Two color slides or photos*
- *Three black and white slides or photos*
- *Comprehensive list of recordings*

The Artist understands these are minimum quantities and that the Presenter will specify final quantities needed. If quantity is in excess of that normally provided by Artist and/or Agent, the remainder will be provided “at cost” to the Presenter. The Presenter agrees to reimburse the normal shipping costs of these additional quantities.

11. The Artist agrees to submit final promotional materials for the Presenter’s program at least _____ weeks prior to the date of the performance. It is understood that the Presenter retains the right to solely determine the copy and content of its program. The program will include standard language prohibiting the use of cameras and recordings.

Stage and Technical

12. The Presenter agrees to furnish the aforementioned venue on the date(s) and at the performance time(s) indicated. The Presenter will provide tickets, ticket sellers, ticket takers, ushers, and equipment as may be in the possession of the Presenter and readily available for use, as determined by the Presenter’s staff.

13. The Artist will provide the Presenter with stage needs at least _____ weeks prior to performance. Such needs will include, but are not limited to minimum area desired; lighting equipment; sound equipment; size of cast; and stage crew requirements will be mutually agreed upon. Subject to mutual agreement, the Presenter agrees to pre-hang Artist’s lighting prior to arrival of the Artist.

14. The Presenter agrees to have the stage ready for setup and to have the local Stage Manager available for consultation on the day of the engagement or the day of the first performance.

15. The Artist's technical staff will supervise the unloading, loading, staging, and running of the production. It is understood that the Presenter has a suitable staff to receive the production and to provide all needed assistance to the Artist's staff. These personnel will be available at the request of the Artist and/or Agent.

16. The Presenter will supply stage personnel for up to _____ hours of cue-to-cue rehearsal (per program if different repertoire). The cost of supplying stage personnel for any additional rehearsal time will be the responsibility of the Artist.

17. The Artist agrees to have all setup and rehearsal procedures finished _____ minutes before curtain time in order to assure time for cleanup of house, stage, and backstage areas and to allow a meal break for crewmembers. Company members may utilize the stage for preparation upstage of curtain so long as it is understood that the house will open _____ minutes before the performance time outlined in item 2 of this agreement.

18. The Artist certifies that all scenery and /or set decorations shall be capable of withstanding the standard match test as set forth in the _____ Fire Code. Scenery and set decoration will be subject to fire inspection by the Presenter's Local Fire Department.

Audio and Recording

19. If the Presenter and the Artist mutually agree to use a sound system for the performance(s) contracted herein, then the Presenter shall provide basic sound reinforcement equipment suitable for the venue as defined by the Presenter's Audio Director. Any additional sound equipment shall be provided by the Artist. The Presenter will be responsible for the placement of all sound equipment. It is further agreed that all audio levels will be set in consultation with Presenter's Audio Director.

20. The contract includes rider(s). The contract is not binding until all riders have been initialed by the Presenter and Artist and/or Agent.

In witness whereof, the parties hereto have caused this agreement to be executed by its appropriate officer, the day and year first above written.

Artist and/or Agent Signature

Date

Presenter Signature

Date