

**CONTRACT SAMPLE No.1**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20XX (Hereinafter, referred to as "the Agreement").

BETWEEN:

Artist/Group Name/Company Name: \_\_\_\_\_  
(If a corporation: include the following: Incorporated under the laws of \_\_\_\_\_  
(for example, Ontario or Canada), with address for service at: \_\_\_\_\_  
\_\_\_\_\_.

[Address for Service means the address where someone can send you legal documents with the assumption that they will reach you].

(Hereinafter called "the Artist(s)") [If there is more than one artist, add the s]

**Represented by:**     Producing/Managing Company Name (If applicable)  
                              Per: Individual's name (and title, if applicable)

Address for Service: Company Address  
                              Company Address  
  
                              Company Phone  
                              Company Email  
                              Company Fax  
                              Other, if necessary...

(Hereinafter called the "Representative")

AND

Name [of Presenter/Other party]: \_\_\_\_\_

Address for Service: Company Address  
                              Company Address  
  
                              Company Phone  
                              Company Email  
                              Company Fax  
                              Other, if necessary...

(Hereinafter called "the Presenter")

Together, they shall be referred to as, "the Parties".

Each party to this Agreement shall promptly notify the other of any changes in address or other contact information as set out above.

IN CONSIDERATION therefore of the mutual covenants and obligations hereinafter set forth, the Parties agree as follows:

## 1. SERVICES

(a) Presenter engages Artist to render services as: [singer(s), dancer(s), comedian, string quartet, fire eater, etc.],

(b) The performance(s) (hereinafter, "the Performance(s)") shall be comprised of the following program:

Description of performance (*ie. "The singing of the national anthem in concert dress" OR "A comedy routine featuring one man, one woman and an upright grand piano"*)

OR [*if more complicated/technical*]

Please see **Schedule "A"**, attached, for a description thereof

## 2. PERFORMANCE(S) AND REHEARSAL(S) (hereinafter collectively referred to as "the Engagement"):

### (a) Performance date(s) and time(s):

Date [*Use month names, instead of numbers, to avoid confusion*]; time [*use 24:00 clock, to avoid any confusion. Ex: January 1, 1981; 14:00*]

Date; time

Date; time... *as needed*

### (b) Venue(s):

Performance(s) shall take place at the following Performance Venue(s):

- i. Performance venue name, specific room if applicable
- ii. Performance venue address

Rehearsal(s) shall take place at the following Rehearsal Venue(s):

- iii. Rehearsal venue name, if different from performance venue, specific room if applicable
- iv. and address, if different from performance venue

OR

A preliminary rehearsal schedule will be provided to the Presenter by DATE/within # weeks of the first rehearsal.

A final schedule will be provided to the Presenter by DATE/within # weeks of the first rehearsal.

### 3. PAYMENT

Presenter shall pay to *(name of producing company or manager)* or as so directed by *(name of producing company or manager)* to its duly authorized representative, the sum of \_\_\_\_\_ *(inclusive or exclusive)* of all applicable tax.

Such sum shall be payable at the time(s) and in the manner hereinafter set forth:

#### -TIME(S) AND METHOD OF PAYMENT -

[*Consider: Artist(s) shall be given # complimentary tickets for the first/any/# performance*

OR

Artist shall have access to House tickets at market price]

### 4. TRANSPORTATION

The *(Presenter OR Representative)* is responsible for providing all *(air/rail/car/boat)* travel to the Artist(s) at the *(Presenter's/Representative's)* expense.

OR

The Artist(s) shall be reimbursed for all travel up to \$X.00 amount. The Artist(s) shall be reimbursed: *Upon presentation of receipts/invoice/On the date of the last performance/Within one (1) week of the date of the last performance.*

[*Consider: Will instruments require an extra seat on a plane or train? Will travel insurance be included? Will one party provide air but the other party will be responsible for local taxis to and from the venue or airport?]*

### 5. ACCOMMODATION

The *(Presenter OR Representative)* is responsible for providing all accommodation to the Artist(s).

[*Consider: Kitchen facilities? Meals included? Per Diem? Accessible lodging? Wifi? Gym? Allergies? Class of hotel? Distance to rehearsal/performance space? Rental car?]*

### 6. DUTIES OF PRESENTER

Presenter hereby undertakes and agrees as follows:

(a) To provide the Performance Venue(s) at its own expense, during the Engagement, well heated or air conditioned, as applicable, lighted and in good order, with all necessary support/administrative/maintenance/front and back of house staff and with clean, safe, accessible, well-heated or air conditioned, as applicable and well-lighted dressing rooms, and such further and other facilities as shall be set forth in a schedule containing same attached hereto and forming part of this agreement;

(b) To ensure that the acoustics and stage lighting of the Venue and the comfort of the public therein comply with professional and legal standards;

(c) To curb the continuances of any noises or other disturbances which may serve to hinder the rendering of the Artist(s)'s services hereunder;

(d) To provide at its own expense, all stage personnel, appropriate for load-in and load-out, rehearsals, set-ups and performances, including, but not limited to electricians, spotlight operators, stagehands, carpenters, wardrobe assistants, and sound engineers as required by the Artist(s);

(e) To retain, and pay the salaries, pension and welfare fund contributions and all further expenses engendered with respect to the retention of all personnel as required by the preceding sub-paragraph or as required by any local labour organization, trade association, union, or guild, having jurisdiction over the services, which shall be performed by such personnel in connection with the Engagement;

(f) In the event it is not the owner of (any of) the Venue(s) as set out above in clause 2(b), to ensure that it has entered into a valid and subsisting lease or licence in respect of said Venue(s) for the period of the Engagement, a copy of which shall be provided to Artist(s) or the designee of Artist(s) upon request;

(g) To ensure that prior to the Engagement, all necessary permits, consents, copyright licences, including performing rights licences, have been obtained and all fees with respect thereto and any other fees and taxes have been duly paid;

(h) To ensure that, for the period of the Engagement, there exists general liability insurance with respect to the Venue(s) and the Artist's services rendered therein, of not less than Two Million Dollars (\$2,000,000.00) [*or higher number*] in respect of:

- (i) any one (1) accident;
- (ii) any injuries to, or death of one (1) or more persons; and
- (iii) loss or damage to property.

(i) To ensure that during the Performance, there will be no seats, other than those normally comprising a part of the Performance Venue, placed anywhere in the Performance Venue, without the prior consent of Artist or the specified designee of Artist.

## 7. BOX OFFICE

Presenter shall plan, organize and administer all tickets sales at its entire discretion, unless otherwise specified herein.

## 8. PROMOTION AND PUBLICITY

(a) Presenter alone shall be responsible for the promotion and advertisement of the Performance(s) and shall pay all expenses resulting therefrom, provided that all such promotion and advertising shall be carried out in a manner and style commensurate with the professional reputation of the Artist(s) and shall, in no way, intend to or, through lack of care, injure or in any way diminish such reputation or the rights of the Artist(s) and/or the professional name or image of Artist(s). Presenter shall consult with Artist(s) on all final copy relating to the above in a timely fashion [*Consider adding: at least two (2)/# weeks/days/months prior to the Performance(s)*].

(b) Artist(s) grant(s) to Presenter the right to make use of Artist(s)'s name, pre-approved pictures, pre-approved biography, pre-approved photographs and other likenesses, only for the purposes of advance advertising, publicity and promotion of the

Performance. In any such advertising, publicity or promotion, Artist(s) shall not be directly represented or announced as endorsing, using or consuming any Product or service;

(c) Presenter shall be responsible for the printing and distribution of the house program during the Engagement, in quantities commensurate with ticket sales. Artist(s) shall furnish to Presenter the written copy for the following components of the house program, which shall be included therein in its entirety and without any deviation other than that which has received the prior written approval of the Artist(s):

- (i) cover information;
- (ii) selection(s) to be performed by Artist(s);
- (iii) where appropriate, history of company with which the Artist(s) is/are performing;
- (iv) Billing
- (v) Biography/ies
- (vi) [*Consider: Logos/art work/acknowledgements*]

(d) Presenter agrees to pay shipping and express charges incurred with respect to forwarding, to the Presenter, the material for the house program and all advertising material which may be supplied by the Artist(s) to be used by Presenter in the promotion and advertisement of the Performances, in the manner contemplated under paragraphs 5(a) and (b), whether by mailing of circulars, email, bill posting, newspaper, radio or television advertising, as Artist directs.

#### 9. SOUVENIR PROGRAMS & MERCHANDISE

Presenter hereby authorizes the sale by or on behalf of the Artist(s) of souvenir programs and any other such merchandise as the Parties shall agree to, on the terms agreed to below, prior to, during the intermission(s) of, and subsequent to each performance, by the Artist(s) at the Performance Venue(s).

Souvenir and Merchandise sale terms shall be as follows:

*[Details which may include: List of items for sale, location of merchandise/souvenirs, pricing, applicable taxes, percentage Presenter will keep, if any]*

#### 10. PHOTOGRAPHS AND RECORDINGS

Presenter shall not allow photographs of the Artist(s) to be taken during the Engagement, nor shall it permit the use of a transmitting or recording apparatus serving to transmit or record either the audio or visual components of any portion or all of the rehearsals or performances by the Artist(s), unless otherwise specifically authorized in writing by the Artist(s) or Representative(s) herein or in a schedule attached hereto as Schedule \_\_\_\_.

#### 11. AUTONOMY OF ARTIST

Presenter acknowledges that Presenter is not the agent of Artist(s) and shall not hold itself out to the public as so being, and that further, Presenter has no authority, in any way, to bind or commit the Artist(s), nor shall Presenter in any way obligate the Artist(s), unless specifically authorized herein.

Presenter acknowledges that Presenter is not the employer of the Artist(s) and that the Artist(s) is/are not (an) employee(s) of the Presenter.

#### 12. FORCE MAJEURE

If either party is delayed or interrupted from the performance of its obligations hereunder by reason of an act of God, fire, flood, war, public disaster, strikes or labour difficulties,

government enactment, personal illness of the Artist(s), regulation or order, emergency, or any other cause beyond its control, such party shall not be liable to the other therefore and the parties shall, if each so desires and where feasible, make such further arrangements as are mutually satisfactory to the parties to carry out the purpose and intent of this Agreement. Time is of the essence.

### 13. TERMINATION

(a) If either party shall fail to perform any of its respective obligations hereunder, the other party may terminate this agreement forthwith upon [*Consider: # months/weeks/days*] written notice to the other party and the party so terminating the agreement shall be relieved of any of its obligations hereunder, without prejudice to any rights to seek damages or such other right or remedy as it may have at law;

(b) If, prior to the date of the Engagement, Artist ascertains that Presenter has failed to fulfil its obligations under a contract with any third party artist in respect of a performance by such artist, or, if the Artist(s) ascertain(s) that the ability of Presenter to fulfil its monetary obligations hereunder has been substantially impaired, the Artist(s) shall have the right to forthwith terminate this agreement by written notice to Presenter to that effect without obligation or liability to Presenter.

(c) In the event the Presenter terminates the entire Engagement or one (1) of any of the scheduled performances [*within six (6)/other number calendar months of the first date of rehearsal*] for any reason other than a Force Majeure as set out in Clause 12, the Artist(s) is/are entitled to a full (*or a %*) payment of the fee as set out in this Agreement, to be paid [*by certified cheque/wire and/or transfer/e-transfer*] within X business days of termination.

### 14. ASSIGNMENT

This agreement may not be assigned by either party without the proper written consent of the other party. The parties agree that this Agreement will be binding on their respective administrators, heirs, successors and permitted assigns known or unknown, past, present or future.

### 15. NOTICES

All notices, demands, or statements provided for in this Agreement and any other notices which may be deemed necessary hereunder shall be in writing and delivered personally, or by e-mail, or forwarded by registered mail postage, prepaid to the addresses on the first page of this Agreement. Such notices shall be conclusively deemed to have been received or made upon the day when such notice was personally delivered or an e-mail was sent (excluding where a notice of failure to deliver is received by the sender), or if mailed, then on the second business day following the date of mailing.

### 16. INFORMATION SHEET (SCHEDULE "A")

Artist shall not be bound to perform hereunder until all information requested on the additional information sheet attached hereto and forming a part of this Agreement, has been provided by Presenter.

### 17. DISPUTE RESOLUTION

The Parties agree to use their best efforts to settle any disagreements as to the meaning of this Agreement. If the parties are unable to settle a dispute within \_\_\_\_\_ days, they agree, subject to this Agreement, to mediation in Canada, in the province of \_\_\_\_\_, in the city of \_\_\_\_\_, using a single mediator acceptable to both parties.

Neither party shall unreasonably withhold any such approval. The cost of the mediation shall be borne equally by both parties.

If mediation is unsuccessful, the disagreement will be subject to arbitration pursuant to the Ontario *Arbitration Act, 1991*. A single Arbitrator acceptable to both Parties shall be chosen. Neither party shall unreasonably withhold any such approval. The cost of arbitration shall be borne equally by both parties. Only where both mediation and arbitration prove unsuccessful, is either party to this Agreement permitted to make a claim against the other party in a court of law.

#### 18. ENTIRETY & AMENDMENTS

This Agreement and all attached Schedules comprise the entire Agreement between the Parties. The Agreement and all attached Schedules shall not be modified orally and no waiver, amendment or modification shall be binding or effective unless in writing and signed by the party sought to be bound. Any amended Agreement or Schedule shall supersede the preceding document, and for further clarification, where a particular section/paragraph/sentence of the Agreement or any Schedule is amended, it supersedes the preceding section/paragraph/sentence.

The terms and conditions of this Agreement are severable from each other and will survive the invalidity of any other term of this agreement.

#### 19. INDEPENDENT LEGAL ADVICE

The Parties to this Agreement have each had sufficient time and opportunity to obtain independent legal advice (ILA) of their own choosing, concerning the terms of this Agreement, prior to executing this Agreement. The Parties are aware of the implications of executing the Agreement. A party's individual signature below constitutes sufficient evidence of having obtained satisfactory ILA or of the party's decision to waive the opportunity to obtain ILA. In any event, both Parties have carefully read and understood the terms of the Agreement and submit to the conditions contained in the Agreement on a free voluntary basis.

#### 20. INDEPENDENT CONTRACTORS

The parties hereto are acting as independent contractors hereunder, not as a joint ventures, employees or partners of the other.

#### 21. HEADINGS

The headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this agreement.

#### 22. JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Province of \_\_\_\_\_. If any law now in force or enacted during the term of this Agreement renders null and void any provision of this Agreement, the remaining provisions shall remain in effect.

#### 23. TIME IS OF THE ESSENCE

Where this Agreement is delivered to the Presenter and it is not executed within thirty (30) calendar days of delivery, it shall be deemed null and void, and neither party shall have any obligation to the other.

**24. MEANS OF EXECUTION AND DELIVERY OF THIS AGREEMENT**

This Agreement may be executed in counterparts, each of which shall be an original, but together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party to the Address for Service specified in the first page of this Agreement and, if not delivered personally, will be deemed received by mail on the fifth (5<sup>th</sup>) day after the document is mailed or on the same day where delivered electronically. Where a signature is delivered by facsimile transmission, as an attachment to or within the body of an electronic mail, or in any other downloadable format from the internet, now known or hereafter devised, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature by facsimile, electronic mail attachment/body of electronic mail or downloadable format, were an original thereof.

**25. ADDITIONAL TERMS AND CONDITIONS**

Additional terms and conditions, if any, are attached as Schedule "B" hereto and form part of this agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement each on the date first above written.

**Presenter**

**Representative**

If a Corporation:

If a Corporation:

\_\_\_\_\_  
Corporation name

\_\_\_\_\_  
Corporation name

\_\_\_\_\_  
Per Authorized Officer

\_\_\_\_\_  
Per Authorized Officer

\_\_\_\_\_  
Office held

\_\_\_\_\_  
Office held

If an Individual:

If an Individual:

\_\_\_\_\_  
Witness Name:

\_\_\_\_\_  
Witness Name:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature