CONTRACT: Artist/Presenter Agreement

This agreement is made this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between the <PRESENTER NAME> (Hereinafter called the “Presenter”), and <Artist/Agency/Manager>, representatives for <ARTIST NAME> (hereinafter called the “Artist”).

1. <ARTIST NAME>: **<Name(s) of contracted artist(s) in bold> (instrument each artist plays), <instruments of additional non-named players>**

The parties to this Agreement, each intending to be legally bound, mutually agree as follows:

**1. PERFORMANCE:**

Presenter hereby engages from ARTIST the services of the ARTIST for the performance(s), on the date(s), time(s), and place(s), and for the compensation all as set forth herein, and the ARTIST hereby agrees that the ARTISTS render such services, subject to the terms and conditions set forth herein.

1. **Performance(s):** (*Please fill in below if more information is needed*)

One (1) <full-length, 60-minute, 75-minute> performance <with intermission/without intermission> will be performed by the ARTIST on <Date of Performance, ie. January 31st, 2016>. One (1) educational outreach programs to be given <at time, date and location TBD on Feb 22nd and 23rd, but in consultation with ARTIST and start time no later than 4 hours before performance>. Outline each negotiated performance/outreach separately below.

* **Type of Performance(s), Day(s), Time(s), and Place(s)**

 (*Please fill in below if more information is needed*)

1. One (1) <full-length, 60-minute, 75-minute> performance

Date: <Date in this format: January 31st, 2016>

Performance Time: <00:00 pm or leave blank>

 Sound Check/Venue access: <00:00 pm or leave blank>

 Location: <Name of Venue or leave blank>

 Address: <Address of Venue: 1000 Street Name, City, State Zipcode>

2. One (45 – 60 minute) Educational Outreach Program

Date:

 Performance Time:

 Sound Check/Venue access:

 Location:

 Address:

1. **Person(s) to Notify on Arrival** (*Please fill in below if more information is needed)*

 Contact name:

 Phone #:

 Email:

 Other important contacts at your venue (tech, marketing, etc):

1. **Advancing Contact (for you as artist):** You may email any questions or requests to <email> and we will make sure it gets to the correct person.

**2. COMPENSATION:**

**-- If there is a deposit:**

The Compensation to be paid by the PRESENTER shall be the sum of $<number> (<Written version of amount> US Dollars).

PRESENTER agrees to pay a 50% (Fifty Percent) deposit in the amount of $<number> (Written version of numerical amount US Dollars). Deposit shall be made by bank or certified check made payable and mailed to <Artist/Agent/Manager>, upon the signing of this agreement <or by specific date, no later than 1 month from now, unless other negotiated time>.

Remaining payment for ARTIST’s full services shall be made by bank or certified check made payable and delivered by hand to <ARTIST NAME IN ALL CAPS> on the day of the final performance, <date of final peformance Month, Day, Year>.

<Add additional terms, if applicable—see below.>

**-- If there is NO deposit:**

The Compensation to be paid by the PRESENTER shall be the sum of <Numerical amount: $3,000> (<Written version of amount> US Dollars) made by bank or certified check payable and mailed to <Artist/Agent/Manager> no later than the date of the final performance, <Date of Performance>.

<Add additional terms, if applicable—see below.>

**-- IF foreign presenter or needs wire transfer:**

**Create a payment addendum in contract and then say "via check or bank/electronic wire transfer" in the usual payment section. See separate procedure/ info re: wire transfers.**

The Compensation to be paid by the PRESENTER shall be the sum of <Numerical amount: $3,000> (<Written version of amount> US Dollars) made via check or bank/electronic wire transfer to <Artist/Agent/Manager> no later than the date of the final performance, <Date of Performance>.

**-- IF additional compensation terms:**

**Additional terms:** In addition to the compensation listed above, PRESENTER agrees to pay for the following items:

1. Stipends/Buy out for travel or accommodation in the amount of $<number> (<Written numerical amount> US Dollars).
2. Per Diem of $<number> (Written version of numerical amount US Dollars), per person, per day for <number> of days.
3. All Freight costs in connection with the performance / or stipend of $<number>.
4. Any merchandise sales percentage due to the Artist, or if Artist sells, ARTIST agrees to pay presenter any merchandise sales percentage due to Presenter.

**3. ACCOMMODATIONS:**

**If artist is providing:**

ARTIST is responsible for arranging and providing all lodging accommodations.

**If presenter providing:**

PRESENTER agrees to arrange and provide accommodations in the form of <amount and type of hotel rooms: one (1) double and two (2) single hotel rooms> for the night(s) of <dates: January 31st, 2016>.

**4. ARRIVAL AND DEPARTURE STATUS**

**If artist is providing:**

ARTIST is responsible for arranging and providing all arrival, local and departure transportation.

**If presenter providing:**

PRESENTER agrees to arrange and provide <round-trip (class) flights from (City) / a travel stipend of $number, / a discount at a local hotel/ and all local and ground transportation >.

**5. SPECIAL TERMS**

1. Add exclusivity clause, if any. If not, remove: ARTIST will not perform publicly at venues within a 50 mile radius of the concert venue, 6 months before and 3 months after January 31st, 2016 without PRESENTER notification and agreement.
2. **Merchandise:** Permission to sell CD recordings at public performances with full allowance, or according to venue guidelines. PRESENTER agrees to provide a merchandise table, a seller, and change for cash sales, unless otherwise noted to the ARTIST.
3. **Credit to the Agency/Manager:** All programs print or digital shall have a credit to the agency/manager. Unless otherwise listed in the rider, credit shall be: <ARTIST NAME> is an artist represented by <agency or manager contact info, address, website>
4. **Hospitality:** Hot meal (dinner) requested before each public performance, plus <number/ 2 per artist> water bottles for ARTIST, unless otherwise specified in rider or by mutual agreement. (See rider for food restrictions, if any.)
5. **Rider:** See Rider (attached). Rider is considered an integral part of this contract.

**ADDITIONAL PROVISIONS**

**PRESENTER RESPONSIBILITIES**

PRESENTER agrees to furnish and fulfill the following requirements set forth below and in any addendum, at its own expense for rehearsal and performance, as needed.

1. Piano(s), properly tuned, if required.
2. A microphone on the stage of the venue, and a sound system in good working order, if required.
3. The venue properly lighted, heated, and cleaned.
4. Any necessary personnel in connection with the performance or rehearsal.
5. Suitable dressing rooms for personnel of the ARTIST.
6. Space for equipment, properly securable or monitored by security.

**PROMOTIONAL MATERIALS**

<Artist/Agent> shall provide the necessary promotional high-res photos, current bios, and other electronic marketing materials upon the signing of this agreement or at a mutually agreed upon time. PRESENTER agrees to use only photographs provided (some photos may be specific to the Program being performed) and shall use the proper photographer credit. PRESENTER agrees to cover any and all costs relating to promotional materials, including but not limited to, the creation of programs and printing.

PRESENTER agrees that AGENT/MANAGER and/or ARTIST shall have the right to approve the contents of all advertising, promotional, and publicity materials that the PRESENTER wishes to use. PRESENTER is required to send the concert program (if any is being printed) to <artist/agent/manager contact and email> with a minimum of 5 business days to review the program and send any requests for modification before the print deadline.

**LEGAL PROVISIONS**

**TERM**

This agreement shall stay in effect through and including the business day following the final performance or event, as listed in section 1 above.

**INDEPENDENT CONTRACTOR STATUS**

AGENT/MANAGER warrants that ARTIST is an independent contractor of the PRESENTER and not an employee. As such, AGENT/MANAGER shall not be responsible for all local, state, and federal taxes and/or surcharges. ARTIST shall have no vacation, sick leave, or disability benefits except as provided by the State of California, under this Agreement.

**NON-ASSIGNMENT**

Neither AGENT/MANAGER nor ARTISTS may assign or transfer this Agreement or any other rights or obligations hereunder 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.

**FILMING, BROADCASTING, TELEVISION, ETC.**

ARTIST reserves the right to photograph, and/or make video recordings of ARTIST’s work, which are marked and restricted solely for archival, study, and/or marketing purposes. Any recording made by the PRESENTER of the ARTIST’s work must not be released without the explicit and written consent of the ARTIST. If a recording is made by the PRESENTER, ARTIST shall receive a copy of this recording for archival purposes.

**ROYALTIES AND LICENSE FEES**

PRESENTER will be solely responsible for payment of all charges, assessments, royalties, or license fees required to be paid for the right to perform all music performed at the performance(s), whether live performance, film, radio broadcast, television, online distribution, or other form, and/or have blanket licenses with Broadcast Music, Inc. (BMI) and American Society of Composer, Authors and Publishers (ASCAP).

**CANCELLATION AND FORCE MAJEURE**

In the event that either the ARTIST or PRESENTER cannot complete the obligations of this agreement for any reason beyond the control of either party, including, without limitation, illness, accident, incapacity, or death of the ARTIST, or life threatening illness or death of an immediate family member of ARTIST, riots, civil disorder, war, periods of national mourning, the acts or regulations of public authorities, rebellions, strikes, lockouts, bomb threats, fires, floods, tornadoes, hurricanes, or any other national disaster which causes the area in which the concert site is located to be declared a national disaster area eligible for federal aid, or any other Acts of God, all obligations of each party hereunder shall terminate forthwith without recourse to either party, except for reimbursement by the PRESENTER of non-refundable travel expenses incurred by the ARTIST in connection with the cancelled performance.

In the event that the performance(s) is cancelled by PRESENTER for any reason other than those described and documented as Force Majeure, ARTIST is to be paid contract fee in full, no later than 30 days after cancellation. In the event of such cancellation, ARTIST shall not be required to perform at any later time, unless mutually agreed upon by both parties and outlined in writing. Also, PRESENTER will reimburse the ARTIST for documented non-refundable expenses have been incurred by cancellation such as, but not limited to, airline change/cancellation fees. Artist will provide documentation of such non-refundable expenses to the PRESENTER within 10 business days after cancellation.

In the event that the performance(s) is canceled by the ARTIST for any reason other than those described and documented as Force Majeure, ARTIST will refund to PRESENTER any deposit paid to the ARTIST. In the event of such cancellation, an alternative performance date may be mutually agreed upon by both parties and outlined in writing, but not required.

**ENTIRE AGREEMENT**

This written Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this written Agreement, and contains all of the covenants and agreements between the parties with respect thereto.

**CALIFORNIA LAW; FORUM**

The parties agree that this Agreement shall be governed by and interpreted in accordance with the law of California, and that any disputes arising in connection with the performance of this Agreement shall be settled in accordance with California law. Any action or proceeding to enforce this Agreement, arising out of this agreement, or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction situated in the County of Los Angeles in the State of California. The parties irrevocably waive any challenge to venue or exercise of personal jurisdiction in any court situated in the County of Los Angeles in the State of California in any action relating to this Agreement and waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. Any controversy relating to this Agreement will be resolved in Los Angeles, California by arbitration under the rules of the American Arbitration Association and in accordance with the Californian Arbitration Rules.

**MODIFICATIONS**

This Agreement may not be amended, supplemented, or modified or extended except by a written agreement that expressly refers to this Agreement, which is signed by each of the parties hereto.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement the day and year set forth.

AGREED

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <Artist/Agent/Manager Name, Title> <Presenter Name, Title>

<Agency Name/Management Company> <Presenting Organization>

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Date Date

<full contact info for signatory> <full contact info for signatory>

(address, phone, email, Tax ID #) (address, phone, email, Tax ID #)