



CONTRACT: Artist/Presenter Agreement

This agreement is made this day of December 2, 2016, between **Center for the Performing Arts** (Hereinafter called the "**Presenter**"), and **CADENZA ARTISTS LLC** (booking agency), on behalf of (hereinafter called the "**Artist**").

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.

- **Type of Performance(s), Day(s), Time(s), and Place(s)**  
*(Please fill in below if more information is needed)*

**Event:** <artist name>  
**Date:** **October 13, 2017**  
**Performance Time:** **8:00PM**  
**Sound Check/Venue Access:** TBD  
**Location:**  
**Address:**

**Cadenza Advancing Contact:** You may email any questions or requests to and we will make sure it gets to the correct person.

**2. COMPENSATION**

The Compensation to be paid by the PRESENTER shall be the sum of \$ ( US Dollars).

PRESENTER agrees to pay a 50% (Fifty Percent) deposit in the amount of \$ ( ). Deposit shall be made payable to CADENZA ARTISTS, LLC upon the signing of this agreement, or no later than July 1, 2017.

Remaining payment for ARTIST's full services shall be made by bank or certified check made payable and delivered by hand to **Kaki King** on the day of the final performance, October 13, 2017.



The following forms of payment are accepted:

- Online payment options: company credit card via Paypal, Stripe, Dwolla, or ACH bank wire. Additional fees are to be paid by the PRESENTER, if this payment method is chosen.
- Checks (University, Company, Bank, or Certified check) shall be made payable to Cadenza Artists LLC and mailed to  
Los Angeles, CA 90025.

### **3. ACCOMMODATIONS:**

PRESENTER does not purchase accommodation.

### **4. ARRIVAL AND DEPARTURE STATUS**

Arrival and Departure: PRESENTER does not purchase travel.

Ground Transportation: PRESENTER does not purchase local transportation.

### **5. SPECIAL TERMS**

- Exclusivity Clause:** ARTIST will not perform publicly at venues within a 90 mile radius of the concert venue before October 13th, 2017 without PRESENTER notification and agreement. No ads in local market prior to performance date, within 90-mile radius upon confirmation of this offer. Absolutely no other performances (public or private) will be allowed within the Eugene/Springfield area.
- Merchandise:** Permission to sell merchandise at public performances with full allowance, or according to venue guidelines. PRESENTER agrees to provide a merchandise table, and change for cash sales, unless otherwise noted to the ARTIST.  
MERCHANDISE: Rates to Venue:  
Artist sells -- 20% soft goods; 10% CD/DVD/Electronic  
Venue sells--20% soft goods; 10% CD/DVD/Electronic If ARTIST pays additional fee for seller.
- Credit to the Agency:** All programs print or digital shall have a credit to the agency. Unless otherwise listed in the rider, credit shall be: \_\_\_\_\_ is an artist represented by CADENZA ARTISTS LLC, \_\_\_\_\_ Los Angeles, CA 90025.
- Hospitality:** Hot meal (dinner) requested before each public performance, plus two water bottles per person in touring party unless otherwise specified in rider or by mutual agreement. (See rider for food restrictions, if any.) If per diem is being provided, then no additional hospitality is required.
- Rider:** See Rider (attached). Rider is considered an integral part of this contract.
- Comp Tickets:** PRESENTER agrees to provide 10 complimentary tickets for the ARTIST
- Marketing:** Artist agrees to participate in a mutually agreeable amount of press/media requests. Participate, if venue requests, in meet & greet for up to 20 people at a mutually



agreeable time. Promote show/tour campaigns or promotions on artist controlled properties including but not limited to Facebook, Twitter, Tumblr, YouTube and artist website.

## **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.

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

### **PROMOTIONAL MATERIALS, MARKETING, TICKET SALES**

CADENZA ARTISTS LLC 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 is responsible for all costs relating to promotional materials, including but not limited to, the creation of programs and printing.

CADENZA ARTISTS LLC 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 CADENZA ARTISTS via email at \_\_\_\_\_ with a minimum of 5 business days to review the program and send any requests for modification before the print deadline.

It is the PRESENTER's responsibility to handle marketing and promotion of this contracted event, in the appropriate timing, and pay for all costs thereof. CADENZA ARTISTS LLC and the ARTIST have no obligation or liability for ticket sales.



## **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**

CADENZA ARTISTS LLC warrants that ARTIST is an independent contractor of the PRESENTER and not an employee. As such, CADENZA ARTISTS LLC 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 CADENZA ARTISTS LLC 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**

\_\_\_\_\_  
For Cadenza Artists LLC

\_\_\_\_\_  
Presenter name, title  
Center for the Performing Arts (organization)

**Date:**

**Date:**

Full address of agency

Full address of presenter