BAM! Complete Guide to Contracts – COMPANION VOLUME

 By Robert Baird

Clear Contract Copies for the Performing Arts

**Introduction**

 Contracts are a summary of agreements reached by two parties. There is no magic to them; there is no necessity for convoluted or confusing language; there is no “one size fits all” document that will work for every situation.

 Each contract is unique and will require a unique document. So, this Companion Volume to the BAM! Complete Guide to Contracts offers you some examples of contracts I have used. They are not meant to be copied wholesale, but are offered as guidance for making up your own contract. You will want your contract to specify and, above all, clarify your requirements, your concerns and the consequences which may ensue due to human foibles or circumstances totally beyond your control.

 I hope that these contracts will assist you in defining terms that will help you in your creative life. Good luck!



**A contract between an artist and a booking agent**

**A contract between an artist and a manager**

**A standard contract between a presenter and an agent**

 **representing an artist**

**A more complex contract between a presenter and an agent**

 **representing an artist (NOTE: This is an A.F.M. Booking**

 **Agent Contract)**



Agency Representation Agreement

THIS AGREEMENT is made and entered into as of this day of (month, year), by

ABC Artists

John Doe, President

123 Main St., TORONTO ON M5W 1E6

416-555-1234

[www.abcartists.com](http://www.abcartists.com) | john@abcartists.com

hereinafter referred to as “Agency”

and

(Name of Artist or Group)

hereinafter referred to as “Artist.”

The Agency and Artist agree as follows:

1. **Engagement**

Artist hereby appoints Agency as its sole Representative to render such services as may be reasonably required to book Artist’s performances, including, but not limited to the following services.

1. to promote and market Artist’s productions to potential presenters such as theatres and festivals of all kinds; and
2. to represent Artist and act as Artist’s negotiator, to fix the term and conditions governing all manner of dispositions, use, employment, presentation, or exploitation of Artist’s productions; and
3. to negotiate and secure contracts for presentations of Artist’s productions; and
4. to consult with presenters and prospective presenters, on Artist’s behalf, so as to assure the proper use and continued demand for Artist’s productions; and
5. to be available at reasonable times and places to confer with Artist’s representative in connection with all matters concerning Artist’s productions, business interests, publicity and promotion; and
6. to exercise all powers granted to Agency pursuant to paragraph 4 (four) hereof.
7. **Exclusivity of Agency**

Agency is not required to render exclusive services to Artists, or to devote the entire time of Agency or Agency’s employees to Artist’s affairs. Nothing herein shall be construed as limiting Agency’s rights to represent other persons whose talents may be similar to or who may be in competition with Artist, or to have and pursue business interests which may be similar to or may compete with those of Artist.

1. **Exclusivity of Artist**

Artist hereby appoints Agency as Artist’s sole and exclusive Agency for the assigned territory in all matters usually and normally within the jurisdiction and authority of Agency, including but not limited to services referred to in paragraph 1 (one) hereof. Artist agrees neither to engage any other Agency, representative or agent to render similar services nor to personally engage in such activities. Nothing herein shall be construed to prevent Artist from consulting with Artist’s attorney, business agent or tax advisor.

1. **Power of Attorney**
2. Artists hereby irrevocably appoints Agency for the term of this Agreement and any extensions hereof as Artist’s true and lawful attorney-in-fact to sign, make, execute and deliver any and all booking contracts on behalf of Artists subject to terms referred to in paragraph (b) and (c) hereof; and Artists hereby ratifies and affirms all acts performed by Agency by virtue of this power of attorney.
3. Artist and Agency agree that all Agency’s fees will be paid from NET earnings herein defined as Net actual Artist performance fees secured from contracts negotiated by the Agency only, and does not include monies earmarked for per diem, ground/air transportation, international airport taxes, sound & lighting or any other monies exceeding the actual Artists performance fee. Agency will produce monthly statements for Artist, accounting for all revenue, expenses, and disbursements, received, incurred or made respectively.
4. Notwithstanding the foregoing, Agency agrees that Agency shall not exercise the powers of attorney described in this paragraph 4(four), without first disclosing to Artist the material terms of the transaction in which the Agency plans to act on behalf of Artist and after such disclosure Agency obtains Artist’s consent. In the event Artist is not available to Agency within 72 hours via phone, e-mail, or text messaging to discuss the material terms of the transaction and to provide Artist’s consent, and in exigent circumstances in the best interests of the Artists demand that the Agency act immediately by exercising said powers, Agency agrees to notify Artists as soon as possible as to the action taken by Agency and all material terms of the transaction. In so acting, Agency agrees to act as a reasonably prudent person under similar circumstances, and Agency agrees to be diligent in communicating promptly with the Artist as to the action taken.
5. It is expressly understood that the foregoing power of attorney is limited to matters reasonably related to performances, showcases, and media appearances of Artist. Notwithstanding the foregoing, it is expressly agreed by Artist and Agency that such power of attorney granted herein shall not include the right for Agency to bind Artist to any agreement whose term is longer than 2 (two) weeks, however, any potential employment opportunities beyond 2 weeks shall be discussed with Artist in advance for possible consideration.
6. Artist agrees and understands that the power of attorney to Agency is coupled with interest, which Artist irrevocably grants to Agency, in earnings arising from performances of Artist’s productions.
7. **Retainer and Commission**
8. As compensation for services to be rendered hereunder Agency shall receive from Artist, a sum of money equal to 20% (twenty percent) of the Artist’s Net actual performance income as negotiated and contracted by Agency.
9. Artist hereby assigns to Agency an interest in such earnings to the extent of 20% (twenty percent) and said assignment is intended by Artist to create an assignment coupled with an interest. The term “Net actual performance fees from performance income as negotiated and contracted by Agency” as used herein, refers to the monies generated from the actual performance fees on contracts negotiated by the Agency on behalf of Artist. No commission or additional monies will be included for any other type of income not generated or received from actual Artist’s performance fees.
10. The term” **Net Actual Artists Performance Fee**” shall be deemed by the parties hereto to refer to engagements for Artist’s productions various venues, such as, but not limited to, theatres, fairs, festivals, concert halls, schools, corporations, television and similar appearances where Artist’s productions are performed before an audience and receives “actual performance fees” for such appearances as negotiated by Agency.

Artist agrees to pay to Agency a commission of 20% during the term of this agreement and includes i) any contract negotiated during the term hereof or ii) any contract negotiated during the term hereof of any renewal, extension or modification of such contract. In no event shall

Artist have any obligation to pay commission to Agency on any income received by Artist after the termination of this agreement, except for all commission fees due to Agency for any and all performances previously negotiated and booked by Agency. Upon expiration of this agreement or any other renewed agreements Artist will not be responsible for any commission fees to Agency as a result of contracts generated by the efforts of any other Agency or by Artist.

1. Artist and Agency agree that Agency shall negotiate, wherever possible, a minimum 30% deposit for all contracts, with 20% Agency Commission on negotiated fee to Agency and balance to Artist. All remaining balances due shall be paid directly to Artist’s Designate upon arrival and made payable in the name of Artist in U.S. Dollars or Canadian dollars (i*.e. check, certified check, money order or other form deemed acceptable by Artist*). Artist and Agency also agree that all contracts will be negotiated in U.S. or Canadian Dollars as applicable.
2. **Expenses**

Artist shall be fully responsible for payment of all fees, dues, publicity costs, promotional costs, promotional packets, conventions, travelling expenses, and all other expenses, fees and costs, incurred by Artist or by Agency on Artist’s behalf pursuant to paragraph 4 (four) hereof. Agency

 agrees to the following requirements:

1. Agency agrees that any and all expenses to be made on Artist’s behalf must be pre-approved by Artist; and
2. Agency will not add any mark-up to any expenses; and
3. if Agency’s promotional activities (mailings, conventions) are undertaken on behalf of more than one client including Artist, expenses will be fairly prorated among the clients; and
4. Artist will receive a detailed receipt for Artist’s portion of prorated expenses; and
5. all expenses will have valid receipts, or other evidence of expenditures occurred; and
6. Agency will ensure transparency and full disclosure in all transactions involving expenses.
7. **Warranties**
8. Artist warrants that Artist is under no disability, restriction or prohibition with respect to Artist’s right to execute this Agreement and perform its terms and conditions. Artist warrants and represents that no act or omission by Artist hereunder will violate any right or interest of any person or firm or will subject Agency to any liability or claim of liability to any person. Artist agrees to indemnify Agency and to hold Agency harmless against any damages, costs, expenses, fees (including attorney fees) incurred by Agency in any claim, suit or proceeding instituted by or against Agency in which any assertion is made which is inconsistent with any warranty, representation or covenant of Artists.
9. Agency warrants that Agency is under no disability, restriction or prohibition with respect to Agency’s right to execute this Agreement and perform its terms and conditions. Agency warrants and represents that no act or omission by Agency hereunder will violate any right or interest of any person or firm or will subject Artists to any liability or claim of liability to any person. Agency agrees to indemnify Artist and to hold Artist harmless against any damages, costs, expenses, fees (including attorney fees) incurred by Artist in any claim, suit or proceeding instituted by or against Artist in which any assertion is made which is inconsistent with any warranty, representation or covenant of Agency.
10. **Term**
11. The initial term of this Agreement shall be for a period of 3 (three) years from the signing date of this Agreement.
12. This Agreement shall be deemed to be automatically renewed for additional 3 (three) year periods unless terminated as provided below.
13. In lieu of renewal, this Agreement may be terminated by either party giving written notice to the other party 6 (six) months in advance of renewal date.
14. In the event that Artists shall fail for any reason to fulfil any obligation assumed by Artists hereunder (all of which obligations are agreed to be “of the essence” and material), Agency shall be entitled (by written notice mailed to Artists at any time) to extend the duration of the initial term (or of the subsequent renewal periods in the event that such notice is mailed by Agency during the renewal periods) for a period of time equal to the duration of such failure by Artists and Artists shall fully cure any such failure. It is understood that no failure or delay of Agency to enforce the rights of Agency under this subparagraph shall be deemed a waiver of Agency’s subsequent right to exert the rights grants to Agency hereunder.

**Territory**

 The territory covered by this Agreement will be the World.

1. **Amendments**

There shall be no change, amendment or modification of this Agreement unless it is reduced to writing and signed by all parties hereto, No waiver of any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof.

1. **Breach**

It is agreed that as a condition precedent to any assertion by either party that the other party is in default in performing any obligation contained herein, the party claiming such a default must advise the other party in writing of the specific facts upon which it is claimed there has been a breach, and the breaching party shall be allowed a period of 30 (thirty) days after receipt of such written notice within which to cure such default. It is agreed that in the event that the alleged breach is cured within such 30 (thirty) day period, that the alleged breach shall then be deemed never to have occurred.

1. **Equitable Remedies**

Artist acknowledges and agrees that Agency’s right to represent Artist, as Artist’s sole and exclusive Agency, and Artist’s obligation to solely and exclusively use Agency in such capacity, are unique, irreplaceable and extraordinary rights and obligations, and that any breach or

threatened breach by Artist thereof shall be material and shall cause Agency immediate and irreparable damages which cannot be adequately compensated for by money judgement. Accordingly, Artist agrees that, in addition to all other forms of relief and all other remedies which may be available to Agency in the event of any such breach or threatened breach by Artist, Agency shall be entitled to seek and obtain injunctive relief against Artist, and Artist agrees that in seeking such injunctive relief, Agency shall not be obligated to secure any bond or relief.

1. **Relationship of Parties**

This Agreement does not construe and shall not be construed to create a partnership or joint venture between the parties hereto.

1. **Governance**

This Agreement and all amendments or modifications hereof shall be governed by and interpreted in accordance with the laws of the province of Ontario governing contracts wholly executed and performed therein, and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, and successors. Jurisdiction for any such suit filed to enforce the provisions of this Agreement by either party shall be filed in the provincial or federal courts of Toronto, Ontario, Canada.

1. **Notices**

All written correspondences and notification shall be sent by Registered Mail to the respective addresses set forth above, and shall be considered received by said party upon deposit in Canada Post.

1. **Legal Counsel**

Artists hereby acknowledges that Artist has been afforded an opportunity to consult with attorney of Artist’s own choosing who is knowledgeable regarding entertainment industry contracts, and that Artist has either consulted with such attorney or has knowingly waived such right to consult with such attorney prior to entering into this Agreement.

1. **Miscellaneous**

 This Agreement embodies all the representations, terms and conditions of the parties’ agreement, and there is no other collateral agreement, oral or written, between the parties in any manner relating to the subject matter hereof. All references herein to the singular may also be deemed to include both plural and vice versa, and any references to one gender may be deemed to include other genders as the context requires. No alteration, amendment or modification hereof shall be binding unless set forth in a writing signed by all of the parties hereto. No waiver of any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof. The invalidity of any clause, part or provision, shall not be deemed to affect the validity of the entire Agreement, This Agreement shall not take effect until fully executed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The headings contained herein are purely for the convenience of the parties and have no other meaning or effect. In the event of litigation, the prevailing party shall be entitled to recover any and all reasonable costs including legal fees incurred in the enforcement of the terms of this Agreement, or any breach thereof. Nothing in this Agreement shall be construed as requiring the commission of any act contrary to law, ordinance or regulation of any applicable union or guild. Wherever there is any conflict between the provisions of this Agreement and any present or further statute, law, ordinance or regulation, the latter shall prevail, but in such event, the provision of this Agreement shall be curtailed or limited only to the extent necessary to bring it within the requirements of said law or regulation.

This agreement may be executed in any number of counterparts (*including without limitation execution via facsimile transmission of signatures in the spaces indicated below, wherein scanning or facsimile transmitting into electronic format and emailing are deemed to be the same as facsimile transmission of signatures by* Agency *and* Artist), each of which shall be deemed on original, but all of which taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this 17 (seventeen) section Agreement to be executed as of the day and year first indicated above.

 **ABC ARTISTS**

**“Artist” “Agency”**

**\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 John Doe

**A contract between an artist and a manager**



Management Agreement

THIS AGREEMENT is made and entered into as of this

\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by

ABC Artists

John Doe, President

123 Main St., TORONTO ON M5W 1E6

416-555-1234

[www.abcartists.com](http://www.abcartists.com) | john@abcartists.com

hereinafter referred to as “Manager”

and

(Name of Artist)

hereinafter referred to as “Artist.”

The Manager and Artist agree as follows:

1. **Engagement**

Artist hereby appoints Manager to render such services as Artist may reasonably require to further Artist’s career as a performing artist, including, but not limited to the following services.

1. to promote and market Artist to potential employers; and
2. to represent Artist and act as Artist’s negotiator, to fix the term and conditions governing all manner of dispositions, use, employment or exploitation of Artist’s talents, and the products thereof; and
3. to negotiate and secure contracts, engagements or employment for Artist; and
4. to supervise Artist’s professional employment, and, on Artist’s behalf, to consult with employers and prospective employers, so as to assure the proper use and continued demand for Artist’s services; and
5. to be available at reasonable times and places to confer with Artist in connection with all matters concerning Artist’s professional career, business interest, employment, publicity and promotion; and
6. to exercise all powers granted to Manager pursuant to paragraph 4 (four) hereof.
7. **Exclusivity of Manager**

Manager is not required to render exclusive services to Artist, or to devote the entire time of Manager or Manager’s employees to Artist’s affairs. Nothing herein shall be construed as limiting Manager’s rights to represent other persons whose talents may be similar to or who may be in competition with Artist, or to have and pursue business interests which may be similar to or may compete with those of Artist.

1. **Exclusivity of Artist**

Artist hereby appoints Manager as Artist’s sole and exclusive Manager in all matters usually and normally within the jurisdiction and authority of manager, including but not limited to services referred to in paragraph 1(one) hereof. Artist agrees not to engage any other agent, representative or manager to render similar services, nor to personally engage in such activities. Nothing herein shall be construed to prevent Artist from consulting with Artist’s attorney, business manager or tax advisor.

1. **Power of Attorney**
2. Artist hereby irrevocably appoints Manager for the term of this Agreement and any extensions hereof as Artist’s true and lawful attorney-in-fact to sign, make, execute and deliver any and all contracts in Artist’s name; to make, execute, endorse, accept, collect and deliver any and all bills of exchange, receive goods, claims, money, interest or other items that may be due to Artist or belong to Artist, and to make, execute and deliver receipts, releases or other discharges therefore under sale or otherwise; and to defend, settle, adjust, compound, submit to arbitration and compromise, all actions, suits, accounts, reckonings, claims and demands whatsoever that are or shall be pending in such manner and all respects as Manager in Manager’s sole discretion shall deem advisable; and without in any way limiting the foregoing, generally to do, execute and perform any other act, deed or thing whatsoever that reasonably ought to be done, executed and performed of any and every nature and kind, as fully and effectively as Artist could do if personally present; and Artist hereby ratifies and affirms all acts performed by Manager by virtue of this power of attorney.
3. Artist and Manager agree that any funds received by either of them as a result of Artist’s entertainment activities shall be immediately transmitted to Manager’s Trust Account. At the end of every month thereafter, the balance of funds, after commissions or reimbursement due to Manager, will be paid to Artist. Manager will produce monthly statements for Artist, accounting for all revenue, expenses, and disbursements, received, incurred or made respectively.
4. Notwithstanding the foregoing, Manager agrees that Manager shall not exercise the powers of attorney described in this paragraph 4(four), without first disclosing to Artist the material terms of the transaction in which the Manager plans to act on behalf of Artist and after such disclosure Manager obtains Artist’s consent. In the event Artist is not available to Manager to discuss the material terms of the transaction and to provide Artist’s consent, and the exigent circumstances and the best interests of the Artist demand that Manager act immediately by exercising said powers, Manager agrees to notify Artist as soon as possible as to the action taken by Manager and all material terms of the transaction. In so acting, Manager agrees to act as a reasonably prudent person under similar circumstances, and Manager agrees to be diligent in communicating promptly with the Artist as to the action taken.
5. It is expressly understood that the foregoing power of attorney is limited to matters reasonably related to Artist’s career as a performing artist and such new and different areas wherein Artist’s artistic talents can be developed and exploited. Notwithstanding the foregoing, it is expressly agreed by Artist and Manager that such power of attorney granted herein shall not include the right for Manager to bind Artist to any agreement whose term is longer than 3 (three) weeks.
6. Artist agrees and understands that the power of attorney to Manager is coupled with interest, which Artist irrevocably grants to Manager, in earnings arising by reason of Artist’s career as a performing artist.
7. **Retainer and Commission**
8. **Manager** shall receive from **Artist** (or shall retain from **Artist’s** gross monthly earnings) at the end of each calendar month during the term hereof, a sum of money equal to 20% (twenty percent) of the **Artist’s** gross monthly earnings from performance and performance-related income as negotiated and contracted by **Manager**.
9. **Artist** hereby assigns to **Manager** an interest in such earnings to the extent of 20% (twenty percent) and said assignment is intended by **Artist** to create an assignment coupled with an interest.
10. The term “gross monthly earnings from performance and performance-related income as negotiated and contracted by Manager” as used herein, refers to the total of any and all earnings, which shall not be accumulated or averaged (whether in the form of fees, honoraria, bonuses, royalties or advances against royalties, interests, percentages, shares of profits, merchandise, shares in ventures, products, properties, or any other kind or type of income which is reasonably related to Artist’s career as a performing artist in the entertainment, amusement, music recording, motion picture, television, radio, literary theatrical, internet related, and advertising fields and all similar areas whether now known or hereafter devised, in which Artist’s artistic talents are developed and exploited), received during any calendar month by Artist or any of Artist’s heirs, executors, administrators, assigns, or by any firm or corporation (including Manager) on artist’s behalf. It is understood that, for the purpose hereof, no expense, cost or disbursement incurred by Artist in connection with the receipt of “gross monthly earnings” shall be deducted therefrom prior to the calculation of Manager’s compensation hereunder.
11. The term” performance and performance-related income” shall be deemed by the parties hereto to refer to Artist’s engagement as a performing artist at various venues, such as theatres, fairs, festivals, concert halls, nightclubs, television and similar appearances where Artist performs before an audience and as such term is generally understood in the performing arts industry.
12. The compensation agreed to be paid to Manager is based upon gross monthly earnings for performance and performance-related income as negotiated and contracted by Manager, accruing to or received by Artist during the term of this agreement or subsequent to the termination of this agreement as a result of i) any contract negotiated during the term hereof or ii) any contract negotiated during the term hereof of any renewal, extension or modification of such contract. In the event that Artist is incorporated or forms a corporation during the term hereof for the purpose of furnishing and exploiting Artist’s artistic talents, Artist agrees that the commissions payable by Artist to Manager hereunder shall not be diminished from what said commissions would have been had such corporation not been formed.
13. Artist agrees that all gross monthly earnings herein defined shall be paid directly to Manager by all persons, firms or corporations, and shall not be paid by such persons, firms or corporations to Artist.
14. Artist and Manager agree that Manager shall negotiate, wherever possible, a minimum 30% deposit for all contracts, with 20% Agency Commission on negotiated fee to Manager and balance to Artist. All remaining balances due shall be paid directly to Artist’s Designate upon arrival and made payable in the name of Artist in U.S. Dollars or Canadian dollars (i*.e. check, certified check, money order or other form deemed acceptable by Artist*). Artist and Agency also agree that all contracts will be negotiated in U.S. or Canadian Dollars as applicable.
15. **Expenses**

Artist shall be fully responsible for payment of all fees, dues, publicity costs, promotional costs, promotional packets, conventions, travelling expenses, and all other expenses, fees and costs, incurred by Artist or by Manager on Artist’s behalf pursuant to paragraph 4 (four) hereof. Agency agrees to the following requirements:

1. Manager agrees that any and all expenses to be made on Artist’s behalf must be pre-approved by Artist; and
2. Manager will not add any mark-up to any expenses; and
3. if Manager’s promotional activities (mailings, conventions) are undertaken on behalf of more than one client including Artist, expenses will be fairly prorated among the clients; and
4. Artist will receive a detailed receipt for Artist’s portion of prorated expenses; and
5. all expenses will have valid receipts, or other evidence of expenditures occurred; and
6. Manager will ensure transparency and full disclosure in all transactions involving expenses.
7. **Warranties**
8. Artist warrants that Artist is under no disability, restriction or prohibition with respect to Artist’s right to execute this Agreement and perform its terms and conditions. Artist warrants and represents that no act or omission by Artist hereunder will violate any right or interest of any person or firm or will subject Manager to any liability or claim of liability to any person. Artist agrees to indemnify Manager and to hold Manager harmless against any damages, costs, expenses, fees (including attorney fees) incurred by Manager in any claim, suit or proceeding instituted by or against Manager in which any assertion is made which is inconsistent with any warranty, representation or covenant of Artist.
9. Manager warrants that Manager is under no disability, restriction or prohibition with respect to Manager’s right to execute this Agreement and perform its terms and conditions. Manager warrants and represents that no act or omission by Manager hereunder will violate any right or interest of any person or firm or will subject Artist to any liability or claim of liability to any person. Manager agrees to indemnify Artist and to hold Artist harmless against any damages, costs, expenses, fees (including attorney fees) incurred by Artist in any claim, suit or proceeding instituted by or against Artist in which any assertion is made which is inconsistent with any warranty, representation or covenant of Manager.
10. **Term**
11. The initial term of this Agreement shall be for a period of 3 (three) years from the signing date of this Agreement.
12. This Agreement shall be deemed to be automatically renewed for additional 3 (three) year periods unless terminated as provided below
13. After the initial term of this Agreement, this Agreement may be terminated by either party giving written notice to the other party 6 (six) months in advance of termination.
14. In the event that Artist shall fail for any reason to fulfil any obligation assumed by Artist hereunder (all of which obligations are agreed to be “of the essence” and material), Manager shall be entitled (by written notice mailed to Artist at any time) to extend the duration of the initial term (or of the subsequent renewal periods in the event that such notice is mailed by Manager during the renewal periods) for a period of time equal to the duration of such failure by Artist and Artist shall fully cure any such failure. It is understood that no failure or delay of Manager to enforce the rights of Manager under this subparagraph shall be deemed a waiver of Manager’s subsequent right to exert the rights grants to manager hereunder.
15. **Territory**

The territory covered by this Agreement will be the World.

1. **Amendments**

There shall be no change, amendment or modification of this Agreement unless it is reduced to writing and signed by all parties hereto, No waiver of any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof.

1. **Breach**

It is agreed that as a condition precedent to any assertion by either party that the other party is in default in performing any obligation contained herein, the party claiming such a default must advise the other party in writing of the specific facts upon which it is claimed there has been a breach, and the breaching party shall be allowed a period of 30 (thirty) days after receipt of such written notice within which to cure such default. It is agreed that in the event that the alleged breach is cured within such 30 (thirty) day period, that the alleged breach shall then be deemed never to have occurred.

1. **Equitable Remedies**

Artist acknowledges and agrees that Manager’s right to represent Artist, as Artist’s sole and exclusive Manager, and Artist’s obligation to solely and exclusively use Manager in such capacity, are unique, irreplaceable and extraordinary rights and obligations, and that any breach or threatened breach by Artist thereof shall be material and shall cause Manager immediate and irreparable damages which cannot be adequately compensated for by money judgement. Accordingly, Artist agrees that, in addition to all other forms of relief and all other remedies which may be available to Manager in the event of any such breach or threatened breach by Artist, Manager shall be entitled to seek and obtain injunctive relief against Artist, and Artist agrees that in seeking such injunctive relief, Manager shall not be obligated to secure any bond or relief.

1. **Relationship of Parties**

This Agreement does not construe and shall not be construed to create a partnership or joint venture between the parties hereto.

1. **Governance**

This Agreement and all amendments or modifications hereof shall be governed by and interpreted in accordance with the laws of the province of Ontario governing contracts wholly executed and performed therein, and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, and successors. Jurisdiction for any such suit filed to enforce the provisions of this Agreement by either party shall be filed in the provincial or federal courts of Toronto, Ontario, Canada.

1. **Notices**

All written correspondences and notification shall be sent by Registered Mail to the respective addresses set forth above, and shall be considered received by said party upon deposit in USPS or Canada Post.

1. **Legal Counsel**

Artist hereby acknowledges that Artist has been afforded an opportunity to consult with attorney of Artist’s own choosing who is knowledgeable regarding entertainment industry contracts, and that Artist has either consulted with such attorney or has knowingly waived such right to consult with such attorney prior to entering into this Agreement.

1. **Miscellaneous**

This Agreement embodies all the representations, terms and conditions of the parties’ agreement, and there is no other collateral agreement, oral or written, between the parties in any manner relating to the subject matter hereof. All references herein to the singular may also be deemed to include both plural and vice versa, and any references to one gender may be deemed to include other genders as the context requires. No alteration, amendment or modification hereof shall be binding unless set forth in a writing signed by all of the parties hereto. No waiver of any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof. The invalidity of any clause, part or provision, shall not be deemed to affect the validity of the entire Agreement, This Agreement shall not take effect until fully executed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The headings contained herein are purely for the convenience of the parties and have no other meaning or effect. In the event of litigation, the prevailing party shall be entitled to recover any and all reasonable costs including legal fees incurred in the enforcement of the terms of this Agreement, or any breach thereof. Nothing in this Agreement shall be construed as requiring the commission of any act contrary to law, ordinance or regulation of any applicable union or guild. Wherever there is any conflict between the provisions of this Agreement and any present or further statute, law, ordinance or regulation, the latter shall prevail, but in such event, the provision of this Agreement shall be curtailed or limited only to the extent necessary to bring it within the requirements of said law or regulation.

This agreement may be executed in any number of counterparts (*including without limitation execution via facsimile transmission of signatures in the spaces indicated below, wherein scanning or facsimile transmitting into electronic format and emailing are deemed to be the same as facsimile transmission of signatures by Manager* *and Artist*), each of which shall be deemed on original, but all of which taken together shall constitute one single agreement between the parties

IN WITNESS WHEREOF, the parties have caused this 17 (seventeen) section Agreement to be executed as of the day and year first indicated above.

**Artist** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Manager**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**A standard contract between a presenter and an agent representing an artist**



**(Name of Artist) Letter of Agreement**

Contact Name: Phone:

Name of Presenting Organization: Email**:**

Address:

 Fax:

Dear (Name of Presenter),

This letter serves as a contractual agreement, formal and binding, made on this **5th** day in the month of **January** in the year **2006,** between **(Name of Presenter)** hereinafter referred to as **PRESENTER** and **(Name of Artist),** hereinafter referred to as **Performer**.

**1. PERFORMANCE - Performer** agrees to render performance services in the **(Name of Venue)** located at **(Address of Venue),** in **(City)** on **(DATE: Day, Month, Year) at (Time or times)** as the FEATURED GUEST ARTIST.  **(Name of Artist)** will perform one ninety-minute public performance with a 15-minute intermission at each of the times specified above. The performance will feature (Name of Artist and/or Names in artistic group). (**Name of Artist**) will arrive on **(Date and time)** and depart on **(Date and time).**

**2. PAYMENT OF FEES - PRESENTER** agrees to pay **Performer $ 12,000 Canadian Dollars plus two double non-smoking rooms for 2 (two) nights, four return air tickets from (Departure City), ground and local transportation, and one hot meal each day** for the above performances as detailed below:

1. A deposit of **$4,000** is payable upon signing of contract
2. The deposit check should be made payable to ABC Artists and mailed to ABC Artists, 123 Main St., Toronto ON M5W 1E6
3. The balance of **$8,000** is payable at the end of the sound check scheduled at 12:00 p.m. on the performance date. The check should be handed to (**Name of Artist**).
4. **Make all checks payable to: ABC Artists**

**3. VIDEO TAPING/SOUND RECORDING/PHOTOGRAPHING** - The Presenter agrees to use reasonable efforts to prevent any broadcasting, photographing, recording or reproducing of any engagement activity. Videotaping, sound recording and/or photographing of any performance by Performer is strictly prohibited under any circumstances. All programs shall include the following in bold face type on the credit page: **"The taking of photographs or the use of audio and video recording devices during this performance is strictly prohibited."**

**4. TECHNICAL REQUIREMENTS** - It is agreed that the Presenter will provide light and sound technicians and equipment. It is the Presenter's responsibility to provide Performer with an accurate description of the facilities to be used during the engagement. It is the Performer’s responsibility to state its need clearly and to examine the information supplied by the Presenter. Technical requirements for the performance outlined below:

* (2 to 3) stage monitors
* (3) vocal microphones on stands - Shure SM58 or better
* Mixer for CD Accompaniment Tracks
* Sound Technician
* Soft ambiance lighting is generally preferred.

**5. ACCOMMODATIONS & DIRECTIONS -** It is agreed that **PRESENTER** will arrange for hotel accommodations (two double rooms for two nights). Name of hotel, address, phone number and room confirmation numbers will be provided to ABC Artists no later than (Date).

**6. COMPLIMENTARY HOUSE TICKETS - PRESENTER** agrees to provide for **PERFORMER** (6) comp tickets from among the prime seating area for the performance, unless otherwise agreed in advance. The Performer will request or release these tickets two days prior to the performance. The Presenter will be the only party authorized to issue such complimentary tickets.

**7. CANCELLATION** - Should the **PRESENTER** for whatever reason deem it necessary to cancel the performance, then the deposit is non-refundable. **PRESENTER** agrees that if notice of cancellation of **PERFORMER’S** services has not been issued to performer in writing by (**Date)** then performer is entitled to the full initially agreed upon amount, **$12,000 CAD.**

The **PERFORMER** reserves the right to cancel services should dire circumstances arise regarding family, severe weather, personal health or public safety. **PERFORMER** agrees to try to find a mutually convenient date for rescheduling. Should **PERFORMER** and **PRESENTER** not be able to mutually agree on an alternate date, **PERFORMER** agrees to refund the deposit in full.

**8. INDEMNIFICATION** - The **PRESENTER** and **PERFORMER** each agree to indemnify the other party, anyone affiliated, in full or in part, and their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage, cost or expense, including attorney's fees incurred or suffered by any other party, technician or patrons en route to or during rehearsals, meetings, performances, promotion events or work sessions related to **(Name of Artist)** as a result of any claim of personal injury, property damage or otherwise brought by or on behalf of any third party as a result of or in connection with the willful conduct or negligence of the indemnifying party.

**9.** The Performer and **(Name of Venue)** are independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of the other party hereto.

**10.** This **Letter of Agreement** is the entire agreement between the **PRESENTER** and **PERFORMER** relating to the performance defined above. Both **PERFORMER** and **PRESENTER** must approve in writing any changes in or amendments to this agreement. The agreement in no way binds **PERFORMER** or the **PRESENTER** beyond the period indicated above. No further performances of **(Name of Artist)** are promised. However, should more performances and/or appearances be desired and the performer and the presenter mutually agree to work together again, new agreements between the performer and the presenter must be drawn. All negotiations and related business, financial or logistical, for this event are to be discussed and conducted only with (**Name of Artist**) or with their duly authorized Canadian agent, John Doe of ABC Artists.

**11. Controlling Law:** This Agreement shall be governed by the laws of the State of Georgia. The venue for initiation of any such action shall be Fulton County, Georgia.

**12. If the Letter of Agreement** is acceptable to you, please provide the signature of a duly authorized representative in the space below on both copies; return one copy of the agreement and attachments to **ABC Artists.** Keep the second copy for your files.Please forward the deposit of **$4,000,** with your signed copy**.** **PERFORMER** cannot guarantee this performance if the letter of agreement is not returned promptly.

**THIS AGREEMENT consists of four (4) pages including Signatures.**

**AGREED:**

**Signature of Presenter's Representative Date**

#

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**John Doe**

ABC Artists

John Doe, President

123 Main St., TORONTO ON M5W 1E6

416-555-1234

[www.abcartists.com](http://www.abcartists.com) | john@abcartists.com

**A more complex contract between a presenter and an agent representing an artist (NOTE: This is an A.F.M. Booking Agent Contract)**

 Letter of AGREEMENT

Whereas this contract is entered into by the undersigned engager (herein referred to as the “Presenter”) for the musical services of the musical group named below (herein referred to as “Artists” or “Musician(s)”) who are engaged severally through the Corporation Performing Duo Inc. and its representative, being the undersigned AFM Booking Agent. This contract confirms that said Artists will hold themselves available to perform according to the terms and conditions set out herein.

**PRESENTER**: Name:

Address:

Contact:

Phone:

E-mail:

**And**

**ARTISTS:**  PERFORMING DUO INC.

 456 MAIN ST.

 TORONTO ON M5W 1N4

 1-800-555-1234

 Contact—Jane Doe (jane@perfduoinc.com)

 www.perfduoinc.com

AND WHEREAS it is acknowledged by all parties named herein, that the Artists are members of Local(s) (herein referred to as the “Local”) of the American Federation of Musicians of the United States and Canada (herein referred to as the “AFM”) and nothing in this contract shall ever be so construed as to interfere with any obligations which the Artists may owe to their respective Local as provided under its rules, regulations, bylaws or constitution and those of the AFM which, under the circumstances, may be appropriate;

AND WHEREAS, said member Artist(s), according to said rules, are bound to adhere to the professional standards (code of ethics) as established and maintained by the AFM and its Locals;

AND WHEREAS, the terms and conditions set out in the recitals hereto in conjunction with the details specified below,

NOW THEREFORE, for the good and valuable considerations set out herein, the parties expressly agree further as follows:

**SERVICES**

The Presenter hereby engages the Artists to present a complete performance consisting of two 45 to 50 minute segments separated by a 15-20 minute intermission.

**DATE & TIME**

Date:

Curtain Time:

**VENUE INFORMATION**

Name:

Address:

Phone/Fax:

Web Site:

Contact Person:

E-mail:

**VENUE DETAIL**

The Presenter agrees to furnish at its own expense the above venue in said city, on the date and time specified, well-heated, well-lighted, clean, and in good order adequate for the health and safety of the Artists and their equipment and to pay for all expenses of the venue, tickets, house programs, and to carry such insurance as is necessary to keep the Artists free of any liabilities related to the engagement. The Presenter agrees that the Business Representative of the Musician(s) Local in whose jurisdiction the Artists are performing, shall have access to the venue in which the Artists rehearse/perform for the purpose of conferring with the Artists.

**DRESS REHEARSAL**

The Presenter agrees to provide the Artists access to the concert venue stage for a full dress rehearsal of not less than 2 hours the day of the performance.

**STAGE REQUIREMENTS**

The Presenter agrees to provide the following on stage at the venue:

 1. An 88-key grand piano professionally tuned to A440 no later than

 the day before the performance. (NOTE: The Presenter shall

 inform the Artists if only an upright piano is available or if no

 piano is available).

 2. A fully adjustable piano bench.

 3. A small table

 4. Two music stands

 5. Two vocal microphones on adjustable stands.

 6. One electrical outlet.

7. Sound and Lighting Technician(s)

**DRESSING ROOMS**

The Presenter agrees to provide two clean, comfortable dressing rooms, including a clean, private washroom and clean drinking water, near the stage for the Artists.

**HOSPITALITY**

The Presenter agrees to provide in the dressing room for the Artists the following :

4 bottles of spring water (NOT Dasani)

2 bottles of pure fruit juice

2 different kinds of cheese

1 box of crackers for cheese

Assortment of fresh fruit

**COMPLIMENTARY HOUSE TICKETS**

The Presenter agrees to provide Artists with six comp tickets from the prime seating area for the performance, said tickets to be requested or released by the Artists two days prior to the performance.

**ACCOMMODATION**

The Presenter agrees to provide at its own expense two non-smoking rooms with two double beds each, in a reputable motel or hotel for use by the Artists for night(s). The Artists take responsibility for all room charges extra of room costs and room tax.

**PAYMENT**

The Presenter agrees to pay the Artists the sum of:

A deposit of $ (25% of the total fee) will be paid by check made payable to **Performing Duo Inc.** and received by the Artists no later than (date)

This balance of the fee shall be paid by check payable to **Performing Duo Inc.** on or before the date of performance, and in all events, prior to the time of the performance. This check will be handed to the Artists or their Agent, Jane Doe, if she is present.

**DEDUCTIONS**

Presenter acknowledges and agrees that fees paid herein are not subject to deductions or withholding of any amount.

**LICENSING AND COPYRIGHT**

In addition to the fees set out herein, the Presenter shall obtain and pay any and all licenses, approvals, consents, permits, fees and royalties required to be obtained, including but not limited to public performing rights fees to be paid to SOCAN or to any other person, firm, corporation, organization, governmental authority, (or agent thereof) legally entitled to require licensing, payment of fees, approvals, permits and consents pursuant to the Copyright Act or otherwise concerning the performance(s) and shall fully indemnify and save harmless the Musician(s), the AFM and its Locals from any and all claims, losses and liabilities now or hereafter arising with respect to such liabilities concerning the performance(s) and its authorized or unauthorized recording, reproduction, broadcast, transmission or re-transmission of any kind.

**SOUND OR VIDEO RECORDING**

The parties to this contract: (i) shall not permit any performance(s) or rehearsal(s) related to the performance(s) to be recorded, reproduced, broadcast, transmitted or re-transmitted in any manner, or in any media, or by any means whatsoever, in the absence of a specific written agreement with the AFM, or the Local having jurisdiction over the performance(s) contracted herein, and; (ii) agree that the AFM and/or its Locals accept no liability, either express or implied, with respect to said performance(s) and/or rehearsal(s), and that, the AFM and its Locals are fully indemnified by the parties hereto for any and all claims, losses or liabilities resulting therefrom. All programs shall include the following in bold-face type on the credit page: **“The taking of photographs or use of audio and video recording devices during this performance is strictly prohibited.”**

**SALE OF MATERIAL**

The Presenter agrees to provide a table and attendant for the sale of Artist’s CDs and related material before and after the performance and during the intermission.

**PRESS INTERVIEWS**

The Artists agree to make themselves available in person or by phone for any press interviews the Presenter can arrange.

**REVIEWS**

The Presenter agrees to make every possible effort to encourage area media reviewers to attend the performance, including the provision of complimentary tickets, and will provide Artists with copies of any review.

**INDEPENDENT CONTRACTOR**

All parties to this contract acknowledge that the performance(s) herein contracted are provided by Performing Duo Inc., a corporation of the Province of Ontario of Canada. The Presenter hereby authorizes the replacement of any Musician(s) who, by illness, absence, or for any other personal or professional reason, does not perform or can not perform any or all of the services contracted for herein without liability to Performing Duo Inc. or its employees. Nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of the other party hereto. The term(s) or conditions(s) detailed within this contract, shall not imply, infer, or be construed in a manner so that the Musician(s) performing hereunder are deemed to be other than employees of Performing Duo Inc.

**HST (CANADA ONLY)**

HST will be calculated on the total fee payable under this contract and the Presenter agrees to pay this amount in addition to the total fee.

**WARRANTY**

The Presenter represents and warrants that there does not exist against the Presenter any outstanding claim in favour of any Musician(s), the AFM or its Local(s) and agrees that no Musician(s) of any Local will be required to perform any provisions of this contract or to render any services for the Presenter, as long as any monetary judgement by a court against the Presenter, in favour of the AFM, any Local or its Musician(s), remains unsatisfied or unpaid, in whole or in part.

**FORCE MAJEURE**

No party hereto will be held liable for delay, loss damage or non-fulfillment of the terms of this contract if and to the extent that such delay, loss damage or non-fulfillment is caused by an occurrence beyond the reasonable control of such party, including but not limited to proven sickness or accident to any Musician(s), delay of transportation services or accident to means of transportation, riots, strikes, epidemics, acts of God, compliance with any act, regulation, order or request of any governmental authority or agency, or any other causes, whether direct or indirect, not within the reasonable control of such party, and which by the exercise of reasonable diligence such party is unable to prevent such delay, loss damage or non-fulfillment of the provisions of this contract or otherwise to be rendered by such party hereto. Exempt from these *force majeure* provisions are engagements contracted as open air performance(s)s wherein the weather being unpredictable, the payments specified herein are payable by the Purchaser unless expressly provided for otherwise in writing, by all parties hereto. Furthermore, any Musician(s) who are parties to or affected by this contract, whose performance(s) and/or services are covered hereunder, who are prevented, suspended or stopped by reason of any strike, ban, unfair list or order or requirement of the AFM, shall be free to accept and engage in other performance(s) for other purchasers of music or other leaders without any restraint, hindrance, penalty, obligation or liability hereunder whatsoever, notwithstanding any other provisions of this contract to the contrary. The parties herein 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.

**CANCELLATIONS**

Should the Presenter for whatever reason deem it necessary to cancel the performance, then the deposit is non-refundable. Presenter agrees that if notice of cancellation of Artist’s services has not been issued to Artist in writing no later than 2 (two) months before the performance, then Artist is entitled to receive the full initially agreed upon amount $ .

Artist reserves the right to cancel services should dire circumstances arise regarding family, severe weather, personal health or personal and/or public safety. Artist agrees to try to find a mutually convenient date for rescheduling. Should Artist and Presenter not be able to mutually agree on an alternate date, then Artist agrees to refund the deposit in full.

**DISPUTES & GOVERNANCE**

The parties to this contract will submit every claim, dispute, controversy or difference involving the performance(s) and arising out of, or connected with this contract, to the Local having jurisdiction herein, or the Canadian Office of the AFM whichever may be appropriate in the circumstances. If such submission does not result in a mutually acceptable settlement of the matter(s) in dispute, either signatory party to this contract may initiate proceedings in a Canadian court of competent jurisdiction to have the disputed matters adjudicated. For purpose of adjudication and unless otherwise agreed to by the parties in writing, this contract and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Ontario.

**INDEMNIFICATION**

The parties to this Agreement do hereby agree to indemnify each other, any affiliated person(s) and/or entity(ies), in full or in part and their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage, cost or expense, including, but not restricted to, legal fees, incurred or suffered by any other party, employee, patron or other persons en route to/from or during rehearsals, meetings, performances, promotion events or any and all activities and events related to **Performing Duo Inc.**, as a result of any claim of personal injury, property damage, or loss of any kind or otherwise brought by or on behalf of any third party as a result of or in connection with the willful conduct or negligence of the indemnifying party.

**CONTRACT PROVISIONS**

If any provision of this contract is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this contract and the remainder of this contract will remain in full force and effect and will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted herefrom. This contract may be executed in one or more counterparts, all of which together will constitute one and the same contract, and one or more of such counterparts may be delivered by facsimile transmission. This contract including the recitals hereto, and any addendum(s)/rider(s) authorized and/or, signed by the parties and attached hereto constitutes the entire agreement with respect to the matters described herein, and it supersedes any and all other oral or other written contracts or representations between the parties and it shall not be altered further, except by an amendment in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the Presenter and the Artists have executed this agreement on the day of

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(for the Presenter) (for the Artists)

|  |  |
| --- | --- |
| The Signatory to this contract accepts personal responsibility for the fees payable herein, unless said Signatory is the authorized representative of a Presenter who is financially solvent and has the legal capacity to be bound by all provisions hereof. | The Signatory in signing this contract acknowledges being the Artists representative who, on behalf of the Artists named herein, agree to provide the performances according to the terms set out above. |