

Sample Contract for Booking an Artist

This agreement is made this _____ day of _____, 2002 by and between _____ (Presenter) _____ (hereinafter referred to as the “Presenter”) and the performer, if more than one, listed on Addendum A attached hereto and included herein (hereinafter referred to as the “Artist”), by and through their designated agent or representative (“Manager”) identified below.

WHEREAS, Presenter conducts the event known as: _____
(hereinafter referred to as the “Performance”); and _____ Artist _____

WHEREAS, Presenter desires to hire Artist, as independent contractor(s), to provide the Performance generally described below (the “Performance”).

WHEREAS, Artist(s) desire to provide such Performance;

The parties agree as follows:

1. Artists: The names and addresses of the Artist who will appear during the Performance, the amounts to be paid to each.

2. Agent/Manager: The name and mailing address of the Representative, who is executing this Agreement on behalf of Artist(s), is:

3. Place of Performance: The place of performance is at

4. Date(s) and Time(s) of Performance:

The date(s) of the Performance shall be _____, 2002 and the time(s) of the Performance shall be _____. This Performance shall be _____ hours with a _____ intermission.

5. Performance: The Performance is generally described as:

6. Agreement to Perform: Artist(s) agree to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.

7. Price of Performance: Presenter agrees to pay Artist or his agent an aggregate of _____ DOLLARS (\$0000) for the Performance by cheque immediately following the Performance. The cheque shall be made payable to: _____.

8. Recording, Reproduction or Transmission of Performance: Presenter will use its best efforts to prevent the recording, reproduction or transmission of the Performance without the written permission of Artist(s) or Artist's representative.
9. Excuse of Obligations: Presenter and Artist shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.
10. Taxes: Presenter agrees to prepare and file all tax information required of a person who hires an independent contractor and Artist(s) agree that they have sole responsibility for the payment of any federal or provincial taxes arising from the monies paid by Presenter to Artist(s) for the Performance.
11. Indemnify for Copyright Infringement: Artist(s) represent and warrant that they are knowledgeable about the copyright laws of Canada as applicable to the Performance, and that Artist(s) shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws. In the event that Artist(s) breach this representation, warranty and covenant, Artist(s) hereby agree to INDEMNIFY AND HOLD HARMLESS Presenter and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach.
12. Independent Contractor: Artist(s) acknowledge that they shall perform their obligations hereunder as an independent contractor and not as an employee of Presenter. Artist(s) further acknowledge that they are not on Presenter's payroll and/or tax withholding rolls. Artist(s) shall have sole control and direction in the conduct of the Performance.
13. Merchandising: Artist(s) shall not sell any goods, products, merchandise or services (other than the services provided herein) at the performance except by express written permission of Presenter.
14. Promotion: Presenter shall be entitled to advertise and promote the appearance of Artist(s) and the Performance. Artist(s) acknowledge that Presenter will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held. Artist(s) hereby acknowledge and agree that Presenter may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at performance.
15. Parking: Presenter shall provide parking space for vehicles in a location of close proximity to and with direct access to the backstage area where Performance will take place on the date(s) of Performance. This parking space will be reserved for Artist(s) for a period of four (4) hours prior to the Performance and ending three (3) hours following the Performance.
16. Security: Presenter shall provide security for the backstage and stage areas before, during and after the Performance. Presenter shall provide security personnel to protect Artist(s) and their property as deemed appropriate by Presenter in its discretion.
17. Passes: Presenter shall provide identification passes to Artist(s) for the backstage and stage where Performance is to be held.
18. Stage: At its sole expense, Presenter shall furnish the stage, and stage lighting, sound and power for the Performance, and Presenter shall provide all stagehands required to assist the setup for and conduct of the Performance and takedown after the Performance.
19. Dressing Rooms: Presenter shall provide Artist(s) with one private dressing room, which will be clean, dry, well-lit and air-conditioned.

20. Authority to Execute: The representative who is executing this Agreement on behalf of Artist(s) hereby warrants and represents that he has the full power and authority to bind Artist(s) on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that Presenter is relying thereon.

In Witness Hereof, this Agreement is executed on the date first above written.

Presenter (Authorized signature)

By: _____

Date: _____

Artist/Agent or Manager representative

By: _____

Date: _____