

Sample Contracts

CONTRACT SAMPLE No.1

CONTRACT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN:

(Hereinafter called the "Artist")

PARTY OF THE FIRST PART;

Represented by \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(name, address, phone, fax and email or producing company or manager)*

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(full name and address of presenter)*

(Herein after called "Presenter")

PARTY OF THE SECOND PART.

IN CONSIDERATION of the mutual covenants and obligations hereinafter set forth  
The parties agree as follows:

1. PERFORMANCE AND REHEARSALS

Presenter engages Artist, and Artist hereby accepts such engagement, to render services as

- (i) the public performance (s) by Artist to be presented by Presenter and;
- (ij) the rehearsal(s)with respect thereto ,at the location, and upon the date(s) and at the time(s) indicated below:
  - (a) Hall
  - (b) Date(s) and time(s) of set-ups and rehearsal(s)
  - (c) Date(s) and time(s) of public performance(s)  
such \*rehearsal(s) and performance(s) being hereinafter collectively referred to as the "Engagement" (*\*delete where inappropriate*)

## 2. PAYMENT

Presenter shall pay to (name of producing company or manager) or as so directed by (name of producing company or manager) to its duly authorized representative. the sum of \_\_\_\_\_.

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

-TIME(S) AND METHOD OF PAYMENT -

## 3. DUTIES OF PRESENTER

Presenter hereby undertakes and agrees as follows:

(a) To provide the Hall at its own expense, during the Engagement, well heated or air conditioned, as applicable, lighted and in good order, with all the necessary attaches and ushers, ticket takers, and with clean, commodious, well-heated or air conditioned as applicable and well-lighted dressing rooms, and such further and other facilities as shall be set forth in a schedule containing same attached hereto and forming part of this agreement;

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

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

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

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

(f) To ensure that it has entered into a valid and subsisting lease or licence in respect of the Hall for the period of the Engagement, a copy of such lease or licence provided to Artist or the designee of Artist upon request;

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

(h) To ensure that, for the period of the Engagement, there exists general liability insurance with respect to the Hall and to the performance by Artist therein of

not less than Two Million Dollars (\$2,000,000.00) in respect of anyone (I) accident, in respect of any injuries to or death of one (1) or more persons and loss or damage to property.

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

#### 4. BOX OFFICE

Presenter shall plan, organize and administer all tickets sales. at its entire discretion. Unless otherwise specified herein. Artist shall be given tickets for the first performance by artist and tickets for each subsequent performance.

#### 5. PROMOTION AND PUBLICITY

(a) Presenter alone shall be responsible for the promotion and advertisement of the Engagement and shall pay all expenses resulting there from, provided that all such promotion and advertising shall be carried out in a manner and style commensurate with the professional reputation of the Artist and shall, in no way, serve to injure or in any way diminish such reputation or the rights of Artist in and to the professional name of Artist. Artist grants to Presenter the right to make use of Artist's name, pre approved pictures, pre approved photographs and other likenesses only for the purpose of advertising, publicising and promoting the Engagement. In any such advertising, publicity or promotion, Artist shall not be directly represented or announced as endorsing, using or consuming any Product or service;

(b) Presenter shall be responsible for the printing and distribution during the Engagement of the house program, in quantities commensurate with ticket sales. Artist shall furnish to Presenter the written copy for the following components of the house program which shall be included therein in its entirety and without any deviation other than that which has received the prior written approval of Artist: cover information, selection(s) to be performed by Artist, where appropriate, history of company with which Artist is performing, and credits. Presenter agrees to pay shipping and express charges incurred with respect to the forwarding to Presenter of the material for the house program and all advertising material which may be supplied by Artist to be utilised by Presenter in the promotion and advertisement of the Engagement, in the manner contemplated under paragraph5(a), whether by mailing of circulars, email, bill posting, newspaper. radio or television advertising as Artist directs.

#### 6. SOUVENIR PROGRAMS

Presenter hereby authorizes the sale by or on behalf of Artist of souvenir programs prior to, during the intermissions of, and subsequent to each performance by Artist during the Engagement.

#### 7. PHOTOGRAPHS AND RECORDINGS

Presenter shall not allow the taking of photographs of Artist during the Engagement nor the use of transmitting or recording apparatus serving to transmit or record. either the audio or visual components of any portion or all of the performance by Artist,

unless otherwise specifically authorized herein.

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## 8. AUTONOMY OF ARTIST

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

## 9. FORCE MAJEURE

If either party is delayed or interrupted from the performance of its obligations hereunder by reason of an act of God, fire, flood, war, public disaster, strikes or labour difficulties, governmental enactment, regulation or order, emergency, or any other cause beyond its control, such party shall not be liable to the other therefore and the parties shall, if each so desires and where feasible, make such further arrangements as are mutually satisfactory to the parties to carryout the purpose and intent of this agreement.

## 10. TERMINATION

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

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

## II. ASSIGNMENT

This agreement may not be assigned by either party without the proper written consent of the other party.

## 12. NOTICES

All notices, demands, or statements provided for in this agreement and any other notices which may be deemed necessary hereunder shall be in writing and delivered personally or forwarded by registered mail postage prepaid to the following addresses, or such other addresses as may be designated by either of the parties in accordance with the provisions of this paragraph; such notices shall be conclusively deemed to have been received or made upon the day which such notice was personally delivered, or if mailed, then on the second business date following the date of mailing;

ARTIST

*c/o (name and address/producing company or manager)*

PRESENTER

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

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

### 14. ARBITRATION

The parties agree to use their best efforts to settle any disagreements as to the meaning of this Agreement. If the parties are unable to settle a dispute within \_\_\_\_\_ days, they agree, subject to this Agreement, to mediation using a single mediator acceptable to both parties, (whose name is as follows \_\_\_\_\_). The Cost of the mediation shall be borne equally by both parties.

If the mediation is unsuccessful, the disagreement will be subject to arbitration pursuant to the Arbitration Act, 1991. The mutually agreed upon arbitrator shall be \_\_\_\_\_ . The cost of arbitration shall be bore equally by both parties.

### 15. ENTIRETY

This is the entire Agreement between the parties hereto and it shall not be modified orally and no waiver, amendment or modification shall be binding or effective unless in writing and signed by the party sought to be bound.

### 16. INDEPENDENT CONTRACTORS

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

### 17. HEADINGS

The headings contained in this Agreement are for convenience and reference purposes only. They do not form a part hereof and shall not affect the meaning or interpretation of this agreement.

### 18. JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the Province of \_\_\_\_\_

### 19. ADDITIONAL TERMS AND CONDITIONS

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

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

SIGNED and DELIVERED  
in the presence of:

Presenter

Artist

**Sample #2**

**LETTER OF AGREEMENT**

Between Axis Theatre Society  
(hereafter referred to as Axis Theatre Company) and

**(School name and address)**

(hereafter referred to as the Sponsor)

Contact: **(Teacher or Principal)**

Phone:

Fax:

1. Axis Theatre Company agrees to perform the production **(name of production)** on **(date and time)** 2005 in the facilities located at **(school address)**.
2. In consideration of the above mentioned services, the Sponsor agrees to pay Axis Theatre Company the amount of **(\$000.00)**, plus **(\$00.00)** GST. Total remuneration: **(\$000.00)**.
3. The Sponsor understands that the performance(s) must **start on time**. The Sponsor understands that Axis Theatre Company engages members of the Canadian Actors' Equity Association (CAEA), under the terms of the Canadian Theatre Agreement. Performance times have been carefully scheduled, so that Axis Theatre Company will **not** incur extra costs by violating the CAEA's rules for its members' lunch hours and for adequate travel time between schools/theatres.
4. One signed copy of the contract is to be sent back to Axis Theatre Company with a **non-refundable deposit** in the amount of **(\$000.00)** plus **(\$0.00)** GST. Deposit monies will be used to offset the sizable pre-production costs incurred in mounting this production.
5. The Sponsor agrees that a cheque representing the balance owing of **(\$000.00)** plus **(\$00.00)** GST will be made available at the completion of the final performance indicated on this contract. Please make cheques payable to **Axis Theatre Company**.
6. The Sponsor agrees to meet the technical requirements (if any) for Axis Theatre Company as listed on the attached addendum entitled "Technical Requirements." (Technical Requirements will be sent with the Study Guide.)
7. Axis Theatre Company will provide advance copy on the company (as requested) as well as Study Guides for educational presentations at no additional cost to the Sponsor. This **does not include house programs or posters**, unless otherwise stipulated in an attached addendum entitled "Publicity/Promotional Requirements."
8. The Sponsor agrees to prevent the photographing, broadcasting, filming or reproduction by any other devices of the Axis Theatre Company performance(s), unless given prior consent by authorized Axis Theatre Company personnel.
9. For special clauses and considerations, please see any attached addenda.
10. FORCE MAJEURE: If any performance or part thereof is prevented, rendered impossible or infeasible by any act or regulation by any public authority or bureau, civil tumult, civil strike, epidemic, interruption in or delay of transportation services, war conditions, or emergencies, fire or any cause beyond the control of the parties, it is understood and agreed that there shall be no claim for damage by either party to this Agreement and both their obligations herein shall be deemed waived.
11. Cancellation: Sponsors who cancel this contract less than 30 days in advance of the first performance (Force Majeure notwithstanding) will forfeit the deposit payable and may be asked to cover the costs incurred by Axis Theatre Company as a result of the cancellation.

Please sign both copies of this contract and return one copy to the Axis Theatre Company office within 14 business days.

Signed in duplicate this \_\_\_ day of **(month)**, 2005

\_\_\_\_\_  
Per Sponsor (Signature)

\_\_\_\_\_  
Rosanna Ciulla for Axis Theatre Company

\_\_\_\_\_  
Please print name here