

PLEASE RETURN SIGNED CONTRACT TO:
Community Arts Agency
Address
City, State, Zip

**PERFORMANCE AGREEMENT
(MUSIC)**

AGREEMENT made this _____ day of _____, 200____ by and between
_____ ("COMPANY"), Address, City, State, Zip
Phone/Fax/E-mail, and

Community Arts Agency
Address
Contact Name
Phone/Fax/E-mail
("PRESENTER").

Whereas, the PRESENTER wishes to engage the COMPANY to present a performance/residency, the details of which are set forth below, therefore, in consideration of the mutual promises and agreements of the parties hereto, it is agreed as follows:

1) ENGAGEMENT

A) The COMPANY agrees to provide the following:

_____ Performances(s)

on: _____

at: _____

to take place in: _____

B) Residency activities as follows:

Lecture/Demonstration/Workshop/Master Class, etc with time, place, audience

2) PAYMENT

The total payment for the engagement shall be _____ dollars (\$) and shall be paid to the COMPANY as follows:

A) The first payment in the amount of _____ dollars (\$) shall be due 60 days prior to the first day of the performance/residency. This amount is payable by certified check to _____ and shall be sent to:

Address
City, State, Zip
Attention: Tour Director

B) The second and final payment _____ dollars (\$) shall be made payable to _____

This payment shall be by certified or corporate check. The check shall be given to the designated company representative on the date of the first performance and prior to the time of the first performance. The date and time of the payment are understood to be of the essence of this agreement. The COMPANY shall not perform if it has not received the above mentioned compensation or unless the Parties have otherwise agreed regarding time of payment.

C) No deductions shall be made for reasons of taxation or expenses incurred by the PRESENTER before, during or after the engagement.

D) The Federal I.D.# for _____: 000000000

3) **COMPANY**

A) The COMPANY shall consist of (_____) performers.

B) The COMPANY shall at all times retain sole artistic control over all performance/residency activities.

C) The COMPANY shall provide the following wholly at its expense:

1) The exact program copy for all performances which shall not be altered or edited without the express consent of the COMPANY.

2) The COMPANY shall also supply the PRESENTER with press packets, glossies, audio tape, color slides, posters and flyers should they be available.

4) **TECHNICAL REQUIREMENTS**

The Technical Requirements described herein are essential to the COMPANY's performance and residency activities and are understood to form an integral part of this agreement. The PRESENTER agrees to notify the COMPANY in writing of any special or other arrangements, or changes to the Technical Arrangements at least six weeks in

advance of the performance/residency dates to determine if proposed alterations are acceptable to the COMPANY.

A) PERFORMANCE REQUIREMENTS

The PRESENTER agrees to provide the following:

1) **Technical Director**

The PRESENTER agrees to designate a Technical Director with decision making authority to be present, responsible to, and accessible for consultation with the COMPANY at all crew calls.

2) **Sound**

The PRESENTER will supply the following at the PRESENTER'S expense:
Sound Equipment (unless otherwise agreed)

Professional quality sound system including:

House speakers sufficient to fill the auditorium with well-balanced sound

1 Bass Amplifier 100-150 W

1 Drum set without snare drums and cymbals

5-8 Microphones

1 Mixer (8-12 Channels) with all appropriate processing equipment and cable

3-4 Stage Monitors

3) **Floor**

Cleaned and swept, minimum size 30 feet x 18 feet

4) **Dressing Rooms**

The PRESENTER must provide 1-2 clean, private dressing rooms for 4 people allowing non-public access to performing area. Each room must have makeup lights and mirrors, chairs and tables, costume rack and nearby lavatory, sink, and shower not accessible to the public.

5) **Lighting Equipment**

The COMPANY will provide a light plot adapted to the house in advance. Plot must be hung, plugged and checked prior to the COMPANY'S arrival.

6) **Heat and Cooling**

Stage and dressing areas must be properly heated or air conditioned to between 68 degrees F and 78 degrees F.

7) **Crew**

2 stagehands

1 sound technician

This is not a Yellow Card show. If the theater is a union house, please discuss crew needs with the Company.

The PRESENTER will supply all theater personnel and schedule adequate time for setup, rehearsal, and performance. All personnel must be of professional caliber and thoroughly familiar with the equipment in the theater. Volunteers and docents as well as interns may be used for certain activities if disclosed in advance and the parties mutually agree.

8) **Hospitality**

The following are to be provided by the PRESENTER at its sole expense from the time of the COMPANY'S arrival at the theater through departure: cool drinking water, hot coffee, hot water, various tea bags, assortment of fruit juices, snacks sufficient for 4 people.

5) **HALL**

The PRESENTER agrees to provide, at its expense, a suitable and appropriate hall for the performance of the COMPANY, cleaned and heated to the satisfaction of the COMPANY'S representative. The PRESENTER further agrees to supply a House Manager, all ushers, ticket sellers, doormen and all other personnel necessary to permit the presentation, and all printed programs, tickets, and other necessary printed materials.

6) **PROGRAM**

The COMPANY will provide for the PRESENTER all program information to be reproduced in full and exactly as offered to the PRESENTER in all printed programs. All references to the COMPANY in paid or unpaid advertising, announcements, houseboards, flyers, posters, publicity releases, and any other promotional materials for the performance(s)/residency activities shall be as follows:

_____. The COMPANY shall have the right to alter the program sent to the PRESENTER at any time up to and including the performance.

7) **REPRODUCTION**

The PRESENTER shall not authorize or permit, and shall take all steps necessary to prohibit and/or enjoin the recording, photography, reproduction, transmission, and/or broadcast, or any other use whatsoever, by any means or through any media whatsoever, of any portion of any performance or its rehearsal or of any portion of any service scheduled above by any means whatsoever. Documentation for grant reporting purposes shall be determined by the parties.

8) IMPOSSIBILITY OF PERFORMANCE

A) In the event that one or more members of the COMPANY is unable to perform because of ill health, physical disability, or other reasons beyond his or her control, the COMPANY shall use its best efforts to provide replacements of the same substantial artistic quality for such member(s) of the COMPANY. In no event shall COMPANY be liable for the failure of any COMPANY member to perform.

B) In the event that the performance of any of the covenants of this Agreement on the part of the COMPANY shall be prevented by war, act of God, illness, physical disability, the acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, or other similar or dissimilar cause beyond the control of the COMPANY, both COMPANY and PRESENTER shall use their best efforts to reschedule the performance(s)/residency activities prevented by the foregoing reasons. In no event shall COMPANY be liable for its failure to appear or perform due to any of the foregoing reasons.

9) TRANSPORTATION

The PRESENTER agrees to provide all local transportation to and from the airport to the theater or hotel for the COMPANY and its equipment, as well as other transportation to and from all activities including performances, master classes, lecture-demonstrations, informal discussions and receptions.

10) COMPLIMENTARY TICKETS

The PRESENTER agrees to provide the COMPANY with ten (10) complimentary tickets from among the highest price tickets for each performance. PRESENTER shall be the only party authorized to issue such complimentary tickets.

11) SUBCONTRACTING RESIDENCY ACTIVITIES

The PRESENTER shall not sub-contract the COMPANY'S services to any other institution, school or other organization except with the written permission of the COMPANY.

12) PRESENTER FURTHER WARRANTS AND REPRESENTS

A) That it has obtained legal permission to use the Theater on the date(s) of the performance(s) and for the technical time in advance of the performance(s) and has obtained liability insurance from an approved company to cover said performance(s); that fulfillment of its obligation hereunder will not violate any applicable law, status, regulation or requirement of any union having jurisdiction.

B) That it has obtained approval and cooperation of all unions having jurisdiction over the facility where the performance(s) will take place, with respect to all services, equipment, and materials to be supplied to the COMPANY, the Manager, and/or the PRESENTER.

13) INDEMNIFICATION

The PRESENTER agrees to indemnify and save harmless the COMPANY of and from all claims of all persons for personal injuries or property damage arising in any manner in connection with the performance(s)/residency activities, except to the extent that any such claim may be occasioned by the negligent act of the COMPANY, or its employees. The Company warrants it has all necessary and required releases, rights, licenses and permissions for the performance and indemnifies PRESENTER against all related claims.

14) BOOKING MANAGEMENT (optional)

The Agreement shall not be binding for the COMPANY until executed on the COMPANY'S behalf by _____ (Booking Agency), as booking management for the COMPANY, and Booking Agency signs only as such management. It is agreed that Booking Agency is not obligated hereunder and shall not be responsible for any acts or defaults of the COMPANY. PRESENTER acknowledges it has not relied on any other representations of the COMPANY or Booking Agency in entering into this Agreement.

15) NOTICES

All notices to the COMPANY shall be in writing, addressed to it or c/o _____ Booking Agency Address, City, State, Zip. All notices to the PRESENTER shall be in writing, addressed to the PRESENTER at its address as set forth above.

16) LAW TO GOVERN

The validity, construction, and effect of this agreement, and all extensions, modifications, and amendments hereof, shall be in accordance with the laws of the State of Georgia.

17) BINDING EFFECT

This agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and no modification, amendments or waiver of this agreement or any provision hereof shall be binding upon either party unless confirmed in a written document signed by both parties. This Agreement may not be assigned by PRESENTER and any purported assignment of same by PRESENTER shall be null and void.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

PRESENTER:

by: _____ Date: _____
TITLE

COMPANY:

Federal ID#: 0000000

by: _____ Date: _____
TITLE

List of Attachments: