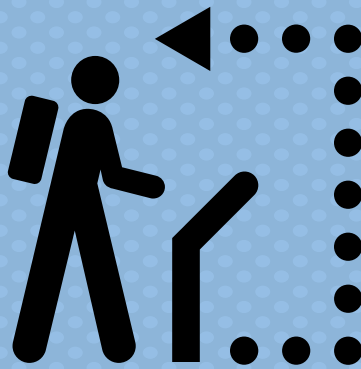


BAM! Complete Guide to Contracts

by Robert Baird



#7

A guide to contracts in
the performing arts

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BAM! Complete Guide to Contracts in the Performing Arts

"A contract is a verbal agreement between two people. Period. The rest is just paperwork."

Jim Fleming (Fleming, Tamulevich & Associates)

"When a verbal agreement is left verbal, the details may become confused when recounted or may even be forgotten."

Jeri Goldstein (How To Be Your Own Booking Agent)

Introduction

Oh, the need for contracts! In my years in the business I have heard many sad stories, all of which had to do with contracts not executed, contracts not read, contracts not clear, contracts ignored, etc. A long-time friend lost the main artist on his roster at a moment's notice, after decades of representation, with no contract in place and no repercussions or consequences for the artist. A dance company arrives at a venue only to discover that the stage dimensions are inadequate for their set: an item clearly either not covered in the contract or not noted in the contract negotiation. A signed contract sent back to the other party is not returned and there is no follow-up, resulting in cancelled performances for the artist. An artist fails to understand that the term "exclusive" means just that – no one else, including the artist can book work for the artist except the exclusive agent, and so on.

This guide will cover the main considerations for contracting in the performing arts world, with contract examples for guidance. Let's start with Contract Basics.

Contract Basics

1. Every contract must be framed to suit the particular circumstances for which it is intended. It would be foolish to utilize any contract sample without ensuring that it suite your specific needs.
2. A contract does not have to be written in convoluted or obscure legal language. Plain English is adequate to the task.
3. An oral agreement can constitute a contract (but is often difficult to enforce).
4. A series of emails can constitute a contract.
5. Both parties must agree to the terms of a contract and sign off on them (or agree to them verbally or through email). If one party makes changes to an agreed-upon contract, signs it and sends it t the other party, the other party must agree to the changes or there is no contract.
6. Once you have signed a contract you are bound to its terms.

7. If the terms of a contract fail to clarify any issues then these issues are not part of the contract.
8. Contracts are written so that both parties understand the pertinent details. A contract is the form used to communicate these details between parties.
9. Be clear on your signing authority before you sign a contract. An agent would normally sign “on behalf of” an artist or would, obviously, be liable for the contract details personally; similarly, if signing for a business, the contract would be in the name of the business and signed by an authorized person on behalf of that business.

What Every Contract Should Include:

1. What both parties agreed to, in detail
2. What action(s) breach the contract, in part or in whole
3. What to do about a breach: consequences and resolution

Contract Details to be Negotiated:

1. Performance Date(s)
2. Performance Time(s)
3. Venue (Address, Contact Person)
[Make sure this is clear. Often a contract will be negotiated with one party but the performance venue is at a different location. I’ve had artists show up at an office location because the venue location was not in the contract!]
4. Performance Fee (Currency)
[Be aware of the value of different currencies. The dollar fluctuates a lot and, especially for Canadians and Americans can make quite a difference.]
5. Payment Method (Cash, Cheque, Wire)
[Note that there is a cost for wiring money. Decide who will absorb that cost.]
6. Payment Schedule
 - a. Deposit by Certain Date
 - b. Balance to be paid (Time and Place and to Whom)
7. Additional Services

- a. Pre-Show (Meet and Greet)
- b. Post-Show (Receptions)
- c. Strolling
- d. Workshops
- e. Community Events

8. Exclusivity

- a. Time constraints for other performance before and after the contracted performance
- b. Geographical constraints regarding performances in the same area (usually a certain radius around the performing venue)

[Are these reasonable demands? Discuss with presenter.]

9. Promotion

- a. Materials to be provided by Artist; promotion to be undertaken by Presenter
- b. Promotional Activities to be undertaken, when and by whom

10. Licensing Fee Payments

[Larger venues will likely have an ASCAP or similar license, but check this out. There has to be a performance license in place.]

11. Complimentary Tickets

- a. How Many?
- b. What Kind? (Single, Season, etc.)
- c. When released back to Presenter

12. Insurance Coverage

- a. Public Liability/Third Party
- b. Performer/Performance

[If you are asked to provide insurance coverage, ask if the venue can cover you under a TULIP (Tenant Users Liability Insurance Policy) under their existing policy. An add-on is much cheaper than getting a separate policy. If you do have to get a separate policy, check with LaPlaya Insurance (www.laplayainsurance.com) or Fractured Atlas (<https://www.fracturedatlas.org/>) for good rates for artists.]

13. Sales of Merchandise

- a. What will be sold?
- b. Who will sell it?
- c. When will it be sold?
- d. % to Presenter? % to Artist
- e. Taxes (State, provincial to be paid by whom)

14. Accommodation

- a. How many rooms?
- b. How many nights?
- c. What kind of accommodation (single, double, smoking, non-smoking)
- d. Room charges responsibility of?

15. Hospitality

- a. Water and Snacks are reasonable
- b. Can you provide more?
- c. 1000 Smarties (no more, no less), no blue ones!

[The Smarties reference is the apocryphal contract example. It was apparently inserted into a contract to see if the contract would actually be read by the other party. READ your contract!]

16. Dressing Rooms

- a. How many required?
- b. Equipment/Furniture required?
- c. Private Bathroom or Access to Private Bathroom?

17. Load-in/Set-up

- a. What time?
- b. How Long?
- c. Access Information in Detail
- d. Assistance Required?
- e. Contact Info

18. Sound Check/Rehearsal

- a. Required?
- b. Time?
- c. How Long?

19.Strike

- a. Time required
- b. Assistance required?

20.Technical Equipment

- a. What Sound Equipment will be required?
- b. What Sound Equipment will be provided and by whom?
- c. What Lighting Equipment will be required?
- d. What Lighting Equipment will be provided and by whom?

NOTE: Review TECHNICAL RIDER

20.Recording

- a. Allowed or no?
- b. Archival Recording?
- c. Union Considerations

21.Deadlines

- a. Negotiation
- b. Contract Finalization
- c. Contract Delivery
 - i. Signatures
 - ii. Date for receipt by
 - iii. Deposit/Advance

Standard (Non-Negotiable) Contract Clauses

1. Force Majeure

Both parties promise that they will not hold the other party responsible or liable in any way if a performance is cancelled or cannot take place as a result of an epidemic, civil insurrection, serious illness of the artist(s), labour difficulties and/or strikes, floods, famine, weather conditions or any other cause beyond the control of either party.

2. Notification Clause

This clause just specifies the method of communication between parties and is normally an address and method of delivery.

3. Rights of Assignment

This clause presents either of the two parties to the contract from assigning the contract to a third party without the consent of the other.

4. Cancellation

This clause provides specifics of what happens should either party cancel the engagement for other than *force majeure* considerations.

5. Indemnity

This clause ensures that the parties will hold each other harmless in the event of third party claims for loss, damage, etc.

6. Independent Contractor

This clause specifies that there is no long-term employment relationship between the Artist and Presenter.

7. HST

This clause specifies the collecting and remitting of HST in Canada

8. Additional Artists on Bill

This clause restricts the Presenter from putting additional artists on the bill without the consent of the contracted Artist

9. Withholding

This clause specifies the IRS obligatory 30% withholding or Revenue Canada 15% withholding for foreign artists and details regarding Tax Waiver Requirements.

10. Disputes and Attorney's Fee

This clause details how disputes will be handled and who will be responsible for paying the lawyers.

11. Jurisdiction

This clause will specify in which jurisdiction the contract is to be interpreted. Normally, this is in the jurisdiction where the event takes place, but it may be the jurisdiction of the Artist's home base.

12. Contract Provision

This clause notes that a breach of one clause in the contract does not negate the whole contract and specifies the number of clauses in the complete contract and sometimes the number of pages in the whole contract.

Performing Arts Contracts

In this section, I will detail the different kinds of contracts I used, along with my comments on the contract clauses. The contracts will include:

1. A standard contract between an artist and a booking agent.
2. A simplified contract between an artist and a booking agent
3. A contract between an artist and a manager
4. A Letter of Intent between a presenter and an agent representing an artist
5. A deal memo between a presenter and an agent representing an artist
6. A simple letter contract between a presenter and an agent representing an artist.
7. A standard contract between a presenter and an agent representing an artist

8. A more complex contract between a presenter and an agent representing an artist
9. A contract information form
10. A Performance Contract rider
11. A Technical Contract Rider
12. A Hospitality Contract Rider
13. An Information Form

NOTE: The BAM! Complete Guide to Contracts COMPANION VOLUME contains a clean copy of the contracts discussed.

1. A Contract between an artist and a booking agent

Many artists start out in this business as self-represented artists, booking their own shows and dealing with the myriad details required. But there usually comes a point where they seek an agent, often asking that agent to “take them to the next level,” and get them more and better bookings than they can achieve on their own.

In fairness to an artist, I always point out to them that an agent is not a presenter and cannot control what presenters will book. I tell them I can’t in any way guarantee bookings or “take them to the next level” but I can work my hardest to try to get them bookings through a variety of measures: calling presenters on their behalf, sending out promotional materials to interested presenters, displaying them at conferences, trying to get block bookings for them, etc.

In order to represent the artist I need to have a contract which stipulates the details of the representation and authorizes me to work on the artist’s behalf. Here is the contract I used for my artists with my comments:



Agency Representation Agreement

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

BAM! Baird Artists Management

Robert Baird, President

PO BOX 5016 STATION A, TORONTO ON M5W 1N4

1-800-867-3281/416-887-2151

www.bairdartists.com | robert@bairdartists.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.

- a) to promote and market Artist's productions to potential presenters such as theatres and festivals of all kinds; and
- b) 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
- c) to negotiate and secure contracts for presentations of Artist's productions; and
- d) 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
- e) 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

f) to exercise all powers granted to Agency pursuant to paragraph 4 (four) hereof.

[This clause could be shortened or lengthened as needed. It should specify the general thrust of what the agent will do for the artist. I have often had artists who wanted a guarantee of so many bookings per year, and I always told them I would do my utmost to get them bookings, but that I didn't own or control venues, and all I could do was promote them to the best of my ability. Guarantees are not possible.]

2. 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.

[This clause prevented an artist from assuming that I might not want to represent similar acts, although I always tried to avoid doing this. I wanted to have unique artists on the roster. I know that some agencies represent more than one children's science show, for example, but I could never understand why.]

3. 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.

[I usually insisted on the exclusivity of my agency representing an artist. Every time I represented an artist on a non-exclusive basis, it was problematical. It created confusion in the marketplace, allowed for confusion in the artist's performing fee, since different agencies would quote different amounts and gave me no protection unless everyone had to come through me to book the artist. In addition, non-exclusivity seemed to me to create less of an incentive to book the artist and I often found that the artist had already been booked by another agency into a venue I was approaching. The only exception I agreed to was the appointment of other agents for particular areas of endeavor: a cruise agent, a film agent, a festivals agent, etc. My view as an agent was that I only wanted to capitalize on my connections and the work I would do on behalf of the artist in our new relationship. If the artist already had repeat bookings for his work with a particular venue or organization, or was active in promoting school shows, etc. then I would exempt these activities from this clause by inserting an "except for . . ." here]

4. Power of Attorney

a) 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.

- b) 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 BAM 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.
- c) 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.
- d) 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.
- e) 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.

[I asked for "Power of Attorney" so that I could sign contracts, etc. on behalf of my artist. This power of attorney was quite restricted and required me to let the artist know the details of any proposed contractual arrangement for the artist's services. The power of attorney only related to performances, showcases and media appearances. I couldn't sign the artist to any long-term contract. This clause saved me having to obtain the artist's signature on any contract and I ALWAYS signed any artist contract with the phrase "on behalf of the artist" before my signature.]

5. Retainer and Commission

- a) 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.

[My standard commission was always 20%. I would sometimes take a smaller commission for contracts where the artist fee was less than a certain amount, i.e. on fees less than \$3000, my commission was 15%. But I never accepted a commission of less than 15% with any artist. I never charged a monthly retainer to represent an artist. This practice is one with which I disagree and never felt it was right for the artist to have to pay an agent a monthly stipend to be on the roster. I know this is done and I can see that it can work under certain circumstances, especially where the roster is small and the agent is able to devote more time to a particular artist, but it was not for me. I was always too determined to get bookings for the artist and earn my commissions from that, not from a guaranteed income.]

- b) 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.

[I was always careful to exempt earnings from other sources (for example, CD sales) from my commission. I felt that that money should go directly to the artist.]

- c) 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.

[Some contracts specified that at the end of the agreement, the artist would have to pay a commission to the previous agent on a sliding scale: 10% commission in the first year after dissolution of the contract, 5% in the second year after dissolution, etc. I never thought this was fair and would only serve to penalize the agent who came after me. I know that there are other considerations here, including, the relationship between the artist and agent, the kind of work generated, etc. and each contract should include and deal with these various circumstances.]

- d) 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.

[I usually got the required deposit, took my commission, sent the balance to the artist (it was often a small sum) and then the artist would collect the balance of the fee the night of the performance. In Clause #4 (above) I also provided for the possibility that my commission would have to come out of the artist's fees if and when they were paid directly to me. And sometimes circumstances require that the fees come to the agent, rather than the artist. The importance of deciding on the currency in which the contract is paid can be vital when currencies are fluctuating.]

6. 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:

- a) Agency agrees that any and all expenses to be made on Artist's behalf must be pre-approved by Artist; and
- b) Agency will not add any mark-up to any expenses; and
- c) 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
- d) Artist will receive a detailed receipt for Artist's portion of prorated expenses; and
- e) all expenses will have valid receipts, or other evidence of expenditures occurred; and
- f) Agency will ensure transparency and full disclosure in all transactions involving expenses.

[I took the view that the artist was responsible for all promotion costs. With over 30 artists on my roster I wasn't able, nor did I want to, invest my money in their promotion. My job was to get them work. When I attended conferences I absorbed the cost of attending and I promoted ALL of my artists equally. If an artist wanted to have a promotional sign displayed, then I would charge them a portion of the exhibit cost to display it. If I attended a particular conference on behalf of one artist (or just a few), then the cost of the conference, including my travel, accommodation and incidentals would be charged to the artist. I know that some agents may disagree and are quite prepared to pay for artists to showcase, etc. And, who knows, they may be right.]

7. Warranties

- a) 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.
- b) 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.

[This set of clauses just protects both parties from misrepresentation by either party.]

8. Term

- a) The initial term of this Agreement shall be for a period of 3 (three) years from the signing date of this Agreement.

- b) This Agreement shall be deemed to be automatically renewed for additional 3 (three) year periods unless terminated as provided below.
- c) 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.
- d) 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.

[I always insisted on at least a 3-year term and resisted anything shorter. It takes time in the performing arts to get on people's radar and you need the three years just to get people aware that you represent the artist and what the artist has to offer. A one-year contract is a waste of time for everyone.]

9. Territory

The territory covered by this Agreement will be the World.

[I wanted the world because I attended conferences where I met representative from other countries and I wanted to be able to promote my artists anywhere and everywhere. Often this clause had to be restricted to a particular country and even, in some cases, to a particular part of a country. It could also be restricted by genre: I would promote to performing art centres (PAC's) and a colleague would promote to festivals, etc. The important thing was to have a "defined" territory so that it was clear who was responsible for what kinds of bookings.]

10. 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.

[This is just common sense.]

11. 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.

[This clause gave either party a chance to correct any errors in the carrying out of responsibilities under the contract.]

12. 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.

[This clause prevented the artist from going around the agent and working with another party to secure bookings.]

13. Relationship of Parties

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

[This clause clarified the separateness of the two parties, so that one would not be construed to be in partnership or working other than as independent parties.]

14. 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.

[I always enjoyed inserting this clause because it meant that if there was ever a dispute which had to be taken to court, the court was in my home town of Toronto. When I lecture on contracts to Presenters, I always point out that they might want to change this clause to reflect their particular home base.]

15. 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.

[This made sure that communications were received *in writing*.]

16. 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.

I always urged my artist's to check with an attorney, a friend, anyone they trusted regarding my contract and satisfy themselves as to exactly what they were signing.]

17. 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.

[This clause just meant that the contract could not be negated by any one thing so that no party could say, "well, you didn't do such and such and now our contract is void."]

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"

BAM! Baird Artists Management, Inc.

"Agency"

Robert Baird

[And need I point out that no contract is valid until it is signed by BOTH parties?]

The next contract came about because I encountered artists who were afraid of the lengthy contract above and wanted something simpler that they could read quickly and sign. I developed this one-page contract to address this need.

I covered all of the main bases in simple language (and, you know, a contract does NOT need to be in legalese to be considered a “real” contract.

2. A simplified contract between an artist and a booking agent



Letter of Agreement

Dear Mark,

This Agreement is made this 16th day of April, 2009 between you ("Artist") and me ("Booking Agent").

1. The Booking Agent will do his very best to secure performance dates at various Venues, Festivals, Orchestral Concerts, etc., and other opportunities for performance for the Artist;
2. The Artist agrees that the Booking Agent will be his primary Booking Agent and will not engage anyone else to book him for concert appearances; however, Artist reserves right to take advantage of other opportunities with full disclosure to Booking Agent beforehand;
3. Booking Agent reserves the right to represent other Artists;
4. Artist hereby authorizes Booking Agent to enter into contracts on his behalf with the provision that full disclosure of the terms of said contracts is made to the Artist before contract is signed;
5. Artist agrees that Booking Agent will retain or will be paid a 20% commission on all fees negotiated by Booking Agent;
6. Artist agrees to provide any and all promotional materials and to pay for agreed-upon promotional activities such as conventions and mailings and these expenses may be pro-rated if done on behalf of Artist and others;
7. Artist and Booking Agent agree that they are fully able to enter this agreement and indemnify each other against any claims arising from the execution of this agreement;
8. The term of this agreement shall be one year with automatic one-year renewals unless terminated by 30 days' notice;
9. The territory covered by this agreement shall be the world;
10. Any disagreements between the Artist and the Booking Agent will be fully discussed and if they cannot be resolved then will be governed by the laws of Ontario, Canada.

If the above descriptions conform to your understanding of our agreement, please sign and make this a binding contract between us.

Agreed to: _____ (Artist)

Yours sincerely,

Robert
Robert Baird, President
BAM! Baird Artists Management

3. A contract between an artist and a manager



Management Agreement

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20__ by

BAM! Baird Artists Management

PO BOX 5016 STATION A
TORONTO ON M5W 1N4
1-800-867-3281/416-887-2151

www.bairdartists.com

robert@bairdartists.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.

- a) to promote and market Artist to potential employers; and
- b) 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
- c) to negotiate and secure contracts, engagements or employment for Artist; and

[If artist has a booking agent, then this clause would be omitted]

- d) 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

[A Manager is much more hands-on than a booking agent. The Manager ensures that the artist is treated properly "on the job"; this could, of course, be done by a personal assistant to the Manager or by a personal assistant to the artist, depending upon the situation.]

- e) 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

[A Manager shapes an artist's career from deciding where the artist will perform to how the artist will look on stage, to what other activities the artist will do, etc. The Manager has much more involvement in the life and career of the artist.]

- f) to exercise all powers granted to Manager pursuant to paragraph 4 (four) hereof.

2. 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.

[A Manager can manage more than one artist.]

3. 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.

[An artist normally has one Manager.]

4. Power of Attorney

- a) 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.
- b) 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.
- c) 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.
- d) 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.

- e) 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.

[The Power of Attorney authorizes the Manager to negotiate and agree on the Artist's behalf for bookings, and any other activities which will further the Artist's career.]

5. Retainer and Commission

- a) **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**.
- b) **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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

[This clause should be modified to reflect the situation where the deposit would have to cover not only the Manager's commission, but the Booking Agent's Commission as well. Some artists require as much as a 50% deposit so that their Management and Booking Agency get their commissions from the deposit.]

6. 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:

- a) Manager agrees that any and all expenses to be made on Artist's behalf must be pre-approved by Artist; and
- b) Manager will not add any mark-up to any expenses; and
- c) 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
- d) Artist will receive a detailed receipt for Artist's portion of prorated expenses; and
- e) all expenses will have valid receipts, or other evidence of expenditures occurred; and
- f) Manager will ensure transparency and full disclosure in all transactions involving expenses.

[Basically, ALL of the Manager's expenses on behalf of the Artist are paid for by the Artist.]

7. Warranties

- a) 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.
- b) 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.

[This clause protects both parties from any undisclosed information which might affect the terms of the contract.]

8. Term

- a) The initial term of this Agreement shall be for a period of 3 (three) years from the signing date of this Agreement.
- b) This Agreement shall be deemed to be automatically renewed for additional 3 (three) year periods unless terminated as provided below
- c) 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.
- d) 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.
[A 3-year term is the minimum for Management (and for Booking Agency term as well). It takes a while for things to happen in the performing arts world and the Manager needs time to promote the Artist in various areas.]

9. Territory

The territory covered by this Agreement will be the World.

[I always asked for the World for my territory. This clause is completely negotiable. The Artist many in fact have different Management in different parts of the world and this clause might be restricted. But the Manager-Artist relationship is very intense and very personal so one Manager per Artist is a good ratio.]

10. 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.

[You cannot make any change to a contract unless it is in writing and signed by all parties.]

11. 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.

[If either party violates a clause in the contract and the other party calls it, then there is a 30-day grace period to rectify the violation.]

12. 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.

[If the relationship REALLY sours, then the Manager has the right to protect him/herself with a court injunction against the Artist.]

13. Relationship of Parties

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

[This clarifies the relationship between the two parties. They are separate entities under the law.]

14. 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.

[Since I was based in Toronto, I inserted the courts of Toronto, Canada as having jurisdiction. An Artist might insist on jurisdiction being wherever the Artist is based.]

15. 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.

[The official way notifications should be done – via Registered Mail – NOT email.]

16. 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.

[I always urged Artists to consult legal counsel before signing. I didn't want them to be able to say that they didn't know what they were signing and that I had bamboozled them in some way.]

17. 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 _____ Witness _____

Manager _____

[It's a good idea to have a witness to the signature on the contract.]

4. Letter of Intent between a presenter and an agent representing an artist

A **Letter of Intent** is used to hold a performance date or dates. Both parties have agreed to the date(s) and both parties will hold the date(s) until certain circumstances have been resolved (meetings for committee approval, grant applications, artist tour dates, etc.)

Inclusions:

1. The Artist's/Group Name
2. The Intention ("intends" to perform, present, etc.)
3. Date(s) to be held
4. Any specifics relating to the engagement (if known)
5. Name of Presenter/Organization
6. Target date for Confirmation or Release of date

7. Place for signature by both parties

SAMPLE Letter of Intent)

XYZ Group
1234 Main Street
Anytown, ON L9R 1V7
416-887-2151

Tim Jones,
ABC Festival
PO BOX 1234
Anytown, ON N2A 3B5

Dear XYZ Group,

The ABC Festival intends to contract the services of XYZ Group for Saturday, May 10, 2007 at 8 p.m. The performance will take place at the Community Centre at 1110 Side Street, Anytown.

If the ABC Festival does not finalize its Entertainment lineup by January 31, 2007, confirm this date and proceed to contract, then this hold is released and XYZ Group is free to seek other bookings for the above mentioned date.

I am looking forward to making this date work for both of us.

Yours sincerely,

Tim Jones
Entertainment Chair
ABC Festival
Date _____

Agreed to by XYZ Group

Signature

Date: _____

5. A deal memo between a presenter and an agent representing an artist

The Deal Memo simply confirms the basic (usually verbal) agreement between the presenter and the agent. It allows the Presenter to start promoting the show and confirms that the next step will be negotiating and signing the contract. The Deal Memo usually covers the major negotiating points: date, time, fee, any substantive points either party would like to include:

SAMPLE Deal Memo: VIA EMAIL

Dear Agent,

I am pleased to submit this deal offer for 1 performance of (Name of Artist) to be performed at the (Name of Presenter's Venue). I am holding (Date of Performance).

1. This offer is for \$4000 + hotel for one night. Sodas will be available in the dressing room.
 2. Performance time will be 8 p.m.
 3. At each performance we reserve the right to make required pre-show safety announcements and a curtain announcement which may include house policies, thanking sponsors and promoting upcoming events. This announcement, whether live or recorded, is made at the advertised curtain time and will last no more than 5 minutes.
 4. Please send all marketing or information links to me as soon as possible.
- If you agree to the above information, please sign below to confirm that we have permission to announce the show publicly and email back to me.

We look forward to this show!

(Signed by Presenter)

Agent's Signature and Date: _____

6. A simple letter contract between a presenter and an agent representing an artist.

LETTER OF AGREEMENT

between **(Name of Artist)** and **(Name of Presenter)**

Contact Name:

Phone:

Email:

1. **(Name of Artist)** agrees to perform a 45-minute program on July 24, 2011 in the facilities located at (Location of Venue)
2. In consideration of the above mentioned services, the Presenter agrees to pay **(Name of Artist)** the amount of \$1200 + HST= \$1,356
3. The Presenter will provide a Sound System and Technician to run it.
4. The Presenter will pay an advance of \$300 payable to Baird Artists Management no later than June 1, 2011
5. The Presenter agrees that a cheque representing the balance owing of **\$1,056** including HST will be made available at the completion of the performance indicated on this contract. Please make cheque payable to **(Name of Artist)**.
6. The Presenter agrees that **(Name of Artist)** will be able to sell merchandise at 100% to **(Name of Artist)**
7. 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.
8. Cancellation: Presenters who cancel this contract less than 30 days in advance of the performance (Force Majeure notwithstanding) will be responsible for paying the total fee owing.

Please print off and sign this contract and return one copy within 14 business days to:

Robert Baird, President
BAM! Baird Artists Management
PO BOX 5016, Station A
Toronto ON M5W 1N4
Phone: (416) 887-2151
Fax: 1-800-867-3281

Email: robert@bairdartists.com
www.bairdartists.com

Agreed to and signed this 29th day of March, 2011

(Signatory for Venue)

Yours sincerely,



Robert Baird

7. 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:

- i. A deposit of **\$4,000** is payable upon signing of contract
- ii. The deposit check should be made payable to Baird Artists Management and mailed to Baird Artists Management, P. O. Box 5016, Station A, Toronto ON M5W 1N4
- iii. 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)**.
- iv. **Make all checks payable to: Baird Artists Management**

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."

[In this day of YouTube,etc. you do want to control the videos and photos which should not be taken without permission.]

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 ambient 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 Baird Artists Management 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.

[Note this clause carefully. The artists specify under what conditions they will cancel. Force Majeure does NOT cover family or personal illness. The artist is agreeable to re-scheduling the date, and if that is not possible, will refund the deposit, but is not responsible for any promotional costs of the Presenter, since this is not specified in the contract.]]

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, Robert Baird of BAM! Baird Artists Management.

[This clause allows for extension of performances beyond the contracted date, but only with a new contract being drawn up.]

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 **Baird Artists Management**. 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.

[Be sure you get a signed contract back. NEVER assume that all is going forward unless and until you do.]

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

AGREED:

Signature of Presenter's Representative

Date

Robert Baird

BAM! Baird Artists Management

Robert Baird, Agent/Manager **BAM! Baird Artists Management**

PO BOX 5016 STATION , TORONTO ON M5W 1N4

Phone/Fax: 1-800-867-3281/Cell: (416) 887-2151

robert@bairdartists.com / www.bairdartists.com

8. 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 Ebony & Ivory 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: EBONY & IVORY
PO BOX 5016 STATION A
TORONTO ON M5W 1N4
1-800-867-3281
Contact—Robert Baird (robert@ebonyandivory.ca)
www.ebonyandivory.ca

[Note that the following information identifies this contract as being negotiated under the terms of the American Federation of Musicians and is therefore protected under that union's contract regulations, including payment of fees by the union where the presenter defaults.]

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.

[Specifies the quality of the dressing rooms and access by local AFM rep.]

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.

[Addresses the need for a dress rehearsal in the performance hall.]

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). [Do NOT assume that every hall can provide the instrument required by the artist. I've had artists have to find a piano in a hall or arrive to find there is NO piano.]
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)

[Always specify on-stage requirements. Artists would address the need for water on stage in the Hospitality Rider.]

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.

[Often, a hall would NOT be able to provide this and I would discuss with the artist what they would accept.]

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 **Ebony & Ivory** and received by the Artists no later than (date)

This balance of the fee shall be paid by check payable to **Ebony & Ivory** 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, Robert Baird, if he is present.

DEDUCTIONS

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

[This clause might be obviated by a Withholding Clause and that would have to be addressed. There are ways to waive withholding – CWA in U.S. or R-105 in Canada; W-8BEN forms; Form 8233, etc.]

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.

[This clause clarifies who will obtain the proper licenses, etc. for the performance.]

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. All proceeds from sales will go to Artist.

[Venues may ask for 10 or 20% of sales for their venue, especially if they are providing an attendant.]

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.

[There may be other media events in other formats and the Presenter should spearhead this promotion in the community.]

INDEPENDENT CONTRACTOR

All parties to this contract acknowledge that the performance(s) herein contracted are provided by Ebony & Ivory 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 Ebony & Ivory 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 condition(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 Ebony & Ivory 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 \$

If Presenter cancels then Artist is entitled to the fee should there not be sufficient time for Artist to secure other performances in lieu of the cancelled date.]

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.

[If Artist cancels then the deposit should be refunded. Some Presenters might insert some kind of penalty clause in here to cover their costs of promoting a concert which now will not take place.]

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 **Ebony & Ivory**, 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

(for the Presenter)
The Signatory to this contract accepts personal responsibility or the fees payable being the Artists representative who, on 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.

(for the Artists)
The Signatory in signing this contract acknowledges being the Artists representative who, on behalf of the Artists named herein, agrees to provide performances according to the terms set out above

[The Signer of this contract is personally liable if not authorized to sign on behalf of the venue. The Agent signs as a representative on behalf of the Artist, not on the agent’s own behalf. If you sign a contract on your own, you are personally liable for the terms of the contract.]

9. A contract information form

The **Contract Information Form** is used to record specific information during the negotiation process and this information will be included in the final contract.

Date _____

Contact Name _____

Company Name _____

Address _____

City _____ State/Prov. _____ Code _____

Phone Day _____ Phone Night _____

Fax _____ Cell _____

Email _____

Website _____

Name of Artist/Group _____

Type of Engagement _____

Performance Date(s) _____ Time(s) _____

Number of Sets _____ Length _____ Intermission _____

Venue(s) _____

Address _____

City _____ State/Prov. _____ Code _____

Contact Name _____ Position _____

Phone _____ Email _____

Contact Name _____ Position _____

Phone _____ Email _____

Contact Name _____ Position _____

Phone _____ Email _____

Capacity of Venue(s) _____

Fee Agreed to _____ Currency _____

Additional % _____

Deposit Amount _____ Due _____

Balance of Fee _____ Due _____

Additional Compensation for _____

Amount to be Paid _____

Promotional Materials to be provided _____

Licensing Fees _____

Insurance Coverage _____

Accommodation Nights _____

Number of Rooms _____

Room Detail _____

Transportation Ground _____

Transportation Air _____

Hospitality Meals _____

Hospitality Dressing Room _____

Number of Dressing Rooms _____

Details _____

Ticket Prices _____

Comp Tickets _____

Merchandising % Taken by Presenter _____

Merchandising Details _____

Additional Act(s) on the bill _____

Recording Show _____

Sound Provided by _____

Lights Provided by _____

Load-in/Set-up _____

Sound Check/Rehearsal _____

Strike _____

10. Sample Performance, Technical, Hospitality Contract Riders and Information Form

Performance Contract Rider

The parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and made part of this Contract.

1.0 BILLING:

Artist shall receive one hundred (100%) top line, sole headline billing in all advertising and publicity. No other acts shall receive prominent billing on any advertisement or promotion without Artist's prior written agreement. Artist has the right to approve any additional acts to be placed on the bill and to determine the length of such act's performance prior to their hiring and prior to the release of any publicity. Artist also reserves the right to invite any last minute guests on stage, at their discretion, as long as it does not impose a technical or economic burden on the Purchaser.

2.0. PAYMENT:

2.1. All payments provided for hereunder shall be made by Money Order, Cash, Certified, Cashier's, Business or School Check. Payment shall be made in U.S. currency unless specifically provided herein.

2.2. All payments shall be made to _____ unless otherwise specified. Purchaser shall settle box office and make all payments to Artist in a secured, private area.

2.3. A deposit of fifty percent (50%) of the total guaranteed compensation shown on the Contract shall be due by the date specified on the Contract. The deposit shall be in the form of a certified or cashier's check made payable as described in 2.2. If the deposit is not received by the specified due date, Artist shall have the right to cancel the engagement without liability of any kind to Purchaser.

2.4. When a percentage figure is included in the total compensation due to the Artist, the method of calculating the percentage shall be gross receipts determined by admissions minus expenses as agreed in budget.

(a). All acceptable expenses shall be shown in the budget. Purchaser shall provide net receipts for all items designated and agreed upon in the budget. If there is any difference between the budget and the actual amount spent, Artist shall receive the percentage share of the difference as shown on the Contract. Expenses in excess of the budget shall be borne solely by the Purchaser unless Purchaser obtains Artist's prior written consent to incur excess expense.

(b). Purchaser shall provide all receipts for expenses at the time of settling the box office. If, at that time, Purchaser is unable to provide all receipts for the performance, Purchaser shall furnish such receipts to Artist, within ten (10) days after the Artist's performance, copies not presented at the time of settlement. Any expense not supported by receipts shall not be deductible as such.

(c). All tickets shall be printed by a bonded ticket printer, or if at a college or university, by the official printing department of the institution.

(d). All tickets must be consecutively numbered.

(e). When two or more shows are scheduled, each show shall be a different colored ticket. Tickets of different prices shall be in a separate set for each price.

(f). Artist shall have access to the box office prior to opening for inspection of the ticket manifest provided by the printer.

(g). No tickets shall be offered at a discount or a premium without prior written consent of the Artist. All tickets shall be calculated at the full face value on the ticket.

(h). Artist or Artist's representative shall have full access to all box office sales to determine the gross receipts of the performance.

(i). Purchaser shall not distribute more than ____% of total number of available seats as complimentary tickets. Each complimentary ticket shall be issued as a canceled ticket and may not be resold. Purchaser agrees to supply proper radio, television and newspaper personnel with complimentary tickets from the Purchaser's allotment.

(j). In addition, Purchaser shall provide Artist with ____ complimentary tickets per performance, the unused portion of which shall be placed on sale the day of the performance with the permission of Artist or Artist's representative.

(k). Purchaser shall be fully responsible for any and all counterfeit tickets. Under no circumstance shall Artist absorb any loss as a result of such tickets.

3.0. PUBLICITY AND ADVERTISING:

3.1. Purchaser will use only those current publicity materials provided by Artist or Artist's representative to advertise and publicize this engagement.

3.2. Purchaser agrees to publicize the engagement to its fullest capabilities including display ads in major area newspapers, listings in all available media formats, bill posting, mailings and distribution of circulars as well as

any possible pre-promotions on radio and television. Purchaser shall be responsible for all matters relating to the promotion and production of the performance, including but not limited to production costs, venue rentals, security and advertising.

3.3. All television, radio, press appearances and pre-concert phone interviews, must be cleared in advance with _____ at _____.

3.4. Artist requests that Purchaser forward any clippings of original reviews, previews, publicity, advertising, and copies of posters to Artist at the address provided.

4.0. HALL:

4.1. Purchaser will provide personnel to staff the hall with ushers, ticket takers, box office personnel.

4.2. NO SMOKING restrictions will be enforced in the hall, on stage and in the dressing room area during sound check and performance.

4.3. Stage must be accessible to performers by means other than through the audience. Stage, backstage must be swept, and curtains must be clean and in good condition.

4.4. For all indoor performances, hall will be available to sound and lighting company at least four (4) hours prior to sound check, for set up and equipment testing.

4.5. For all outdoor performances, Purchaser must provide a covering over the stage area to protect Artist and all equipment.

5.0. SECURITY:

5.1. Purchaser shall provide an adequate security staff to insure the safety of Artist and Artist's personnel, equipment, instruments, personal property and vehicles from the time of arrival at the venue until final departure. Purchaser shall be responsible for the security of all items in Artist's dressing rooms and shall prevent all unauthorized personnel from entry to dressing rooms or backstage area. Security will prevent unauthorized persons from entering hall during sound check and from coming on-stage during and after performance.

5.2. Purchaser shall provide Artist with _____ backstage passes upon Artist's arrival at venue unless Artist notifies Purchaser of other arrangements. When Artist provides laminate passes, NO backstage passes, stage access passes or guest passes may be distributed by Purchaser without Artist's approval.

5.3. All guest tickets and backstage access passes shall be picked up at the box office and not at the stage door.

6.0. DRESSING ROOMS:

6.1. Purchaser shall provide _____ clean, lockable, dressing rooms, well heated or air conditioned, well lighted with full length mirror and with a private bathroom in or near dressing room(s). Dressing rooms shall be accessible to the stage by separate entrance other than through the audience. All unauthorized people shall be denied access to the dressing room area.

6.2. Purchaser agrees to provide bottled water on stage and refreshments backstage with a hot meal after sound check for _____ Artist's band and crew. Please refer to Hospitality Rider included. Please notify Artist(s) representative of final food arrangements at least 1 week prior to engagement. Please note special dietary requests for allergies/vegetarians.

7.0. LODGING:

7.1. When Purchaser provides lodging it shall be at a AAA-recommended hotel for the night of the performance. Artist requires _____ non-smoking double rooms with two double beds and private bath near the venue. Rooms shall be pre-paid by Purchaser and confirmation numbers, address, phone and fax numbers, e-mail address and contact person provided to Artist at least two weeks prior to the performance.

8.0. TRANSPORTATION:

8.1. Purchaser agrees to provide ground transportation at Purchaser's expense to and from airport, hotel and venue. Artist requires a vehicle large enough to transport _____ people, luggage, equipment and instruments. Please notify Artist of driver's name and phone number two weeks prior to engagement. When Artist is required to use public transportation from an airport, Purchaser shall reimburse Artist the full amount of receipt at time of settlement. Purchaser shall provide time schedules for recommended public transport as well as street maps and directions.

9.0. MERCHANDISING:

9.1. Artist or Artist's licensee shall have the sole right to sell, advertise, promote and distribute prior to, during

and after the performance, any and all merchandise bearing the Artist's name and/or likeness, including but not limited to souvenir program books, pictures, records, tapes, and items of clothing, etc. All receipts derived from the sale of said merchandise belong solely to the Artist excluding any percentage of sales as specified in advance in Contract.

9.2. Purchaser shall provide a 6-foot table set up in a convenient location for display and sale of merchandise.

9.3. Purchaser shall provide at its expense persons to sell Artist's merchandise who will be available in the venue at sound check time to receive and set up merchandise from Artist or Artist's representative unless otherwise specified.

9.4. Artist or Artist's representative will conduct an inventory of all merchandise prior to any sale and again at the close of all sales.

9.5. Purchaser is responsible to provide security for all merchandise and for all moneys from sales. Any percentage due to Purchaser or venue from merchandise sales or starting cash box provided by Purchaser will be settled by Artist or Artist's representative at inventory closeout and deducted from final accounting.

10.0. RECORDING RESTRICTIONS:

10.1. There shall be NO recording, copying, reproducing, or transmitting of any performance by Artist by any means now known or to be later developed, including audio and/or video, without written prior consent of Artist.

10.2. Purchaser shall restrict any audience member from taking any flash photographs at any time during the performance. Purchaser shall further restrict any audience member from recording any and all portions of the performance by any means now known or to be developed including audio and/or video.

10.3. Purchaser shall limit photography by professionals and must check with Artist(s) or Artist's representative prior to granting permission to professionals.

Purchaser/Organization's Name

Artist

Name and Title

Name and Title

Authorized Signature

Date

Authorized Signature

Date

Federal I.D. / Social Security #

Federal I.D. / Social Security #

TECHNICAL RIDER

This Technical Rider is hereby attached to the Contract for the performance date of _____, 19____ between the parties named herein.

1. Purchaser _____
Address _____
City, State, Zip _____
Phone _____ Fax _____ E-mail _____

2. Artist _____
Artist Advance Contact _____
Address Advance Contact _____
Phone _____ Fax _____ E-mail _____

3. Place of Engagement _____
Address _____
City, State, Zip _____
Venue Description (i.e., high ceilings, thrust stage, bare walls, etc.) _____
Day of Show Phone _____

4. Type of Performance (i.e., concert, workshop, festival, etc.) _____

5. Number of Sets and Length _____

6. Audience Capacity _____

7. Load-In to be determined by _____

Hall will be available for load-in and setup by technical crew at _____
and for Artist load-in at _____

8. Sound Check
Hall will be available for Artist sound check _____(date) _____(time). All sound reinforcement systems shall be in place, in good working order with room EQ'd, prior to Artist's arrival for sound check. Artist requires a _____(hour(s)) setup and sound check period. Artist shall complete setup and sound check _____(hour(s)) prior to performance time provided that all equipment is in good working order and hall was accessible at the times indicated above. Purchaser shall not permit the doors to open to audience until all technical and sound checks have been completed to Artist's satisfaction. Purchaser, technical crew and Artist agree to make every effort to start the performance on time. Purchaser shall pay Artist _____ penalty for starting the performance later than _____ minutes past the contracted start time due to the fault of the purchaser. Any additional expenses, like union overtime charges shall be the sole responsibility of the purchaser when the expense occurs due to a late start.

9. Sound Reinforcement System
Purchaser agrees to provide a professional sound system in good to excellent working condition appropriately sized to cover the entire room. The system shall minimally consist of the following:

House Console
_____ input channels

TECHNICAL RIDER

Page 2

4-Band EQ on each channel

Acceptable Brands _____

House Rack (Outboard Gear)

_____ Digital Reverb

_____ Digital Delay

_____ Outboard Compressors

_____ 1/3-Octave Equalizer for stereo setup

_____ CD Player

_____ Cassette Player/Recorder set up for record and playback

House Speakers

Stereo 3- or 4-Way System shall adequately provide coverage for venue

Artist prefers system to be flown whenever possible.

Speakers should be angled for adequate balcony coverage when not flown.

House Mix Position

Stage Right Center or Stage Left Center

Not more than _____ feet from the stage

Unacceptable Mix Positions: Behind walls, under balconies, in balcony

Stage Monitor System

_____ Channel Console

4-Band Sweepable EQ on each input

Preferred Brands _____

_____ 1/3-Octave EQ's

_____ Reverb Unit

_____ Identical Monitor Wedges

Each wedge should contain _____ woofers plus one _____ horn.

_____ Separate Monitor Mixes

1 Monitor Mix Engineer

Monitor Mix Position

On Stage _____ (left or right): Engineer must have full view of stage with no obstructions.

On-stage Equipment

_____ Microphones

_____ Boom Stands

_____ Straight Stands

_____ Electric Quad Boxes

_____ Active Direct Boxes

_____ Piano (specify) _____

_____ Stools or benches

_____ Drum Risers _____ high _____ feet wide by _____ feet deep.

_____ Drum Throne

Specific Back-Line Equipment Required: _____

All technical questions regarding specific equipment and Artist's requirements must be directed to Artist Representative (Name) _____ (Phone) _____

TECHNICAL RIDER

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10. Personnel

Purchaser agrees to hire a professional sound company including sound engineers trained to set up and run the technical equipment specified in this Technical Rider. If technical personnel are provided other than from a professional sound company, Artist must be notified. The name and contact numbers are:

11. Stage Plot

Artist will provide Purchaser with the following when the completed contract (wc) is returned or during sound check (sc):

- _____ A current stage plot and line input chart (wc)
- _____ A set list (sc)
- _____ A list of soloing musicians (sc)
- _____ Special information regarding backup tapes, effects, sampling and computer-generated sounds. (sc)

12. Lighting

Purchaser shall provide a professional lighting system with adequate personnel to operate the house system and any follow spots. When Artist provides a lighting design and plot, Purchaser's designated lighting technician shall contact Artist or Artist's representative at least two (2) weeks prior to engagement.

Purchaser's lighting technician contact _____ Phone _____.

Lighting requirements when a light plot is not provided should be simple and enhance the performance. Lighting should frame artists directly. Avoid light spills into the audience or unnecessarily lighting unused portions of the stage.

Operator must be present during sound check to position and final-focus lights

- _____ Follow Spots with Operator
- _____ Leko's placed and focused one on each player position to highlight solo's
- _____ Par64's for front, rear and side fills to provide general wash with colored gels

Acceptable Flesh Tone Gels: pale lavender, pale pinks and light reds.

Acceptable Mood Gels: reds, blues, purples, ambers.

_____ Dimmer Board and Operator

Artist shall instruct operator regarding specific light cues or mood changes during sound check. Unless otherwise instructed, lighting and color changes should be kept to a minimum and compliment the performance at all times.

13. Purchaser is responsible for providing copies of this technical rider to the appropriate personnel not less than two weeks prior to the engagement.

Purchaser's Name and Title

Artist's Name and Title

Authorized Signature

Date

Authorized Signature

Date

HOSPITALITY RIDER

Dressing Rooms

_____ Clean Dressing Rooms, heated or air conditioned with private bath, and secure from audience or staff, labeled with Artist names.

Hand towel for each person

Ironing board

Iron

Full-length mirror

Fresh brewed coffee, tea, hot water and herb teas, milk (special milk_____)

Bottled spring water, any brand, not chilled in individual bottles; enough for Artist and crew with real glasses or cups, no Styrofoam please.

Fresh fruit platter

Dining Area near Dressing Rooms (or in dressing room if large enough)

Hot meal after sound check with real plates, silverware and napkins consisting of:

Artist has some specific dietary needs:

On Stage

Bottled spring water (unchilled), 1 bottle for each member of act for each half of show if there is an intermission. Preferred brand _____

Hand towel for each person

Lodging

Artist prefers to stay at _____ Hotel when possible. Purchaser shall pre-pay for rooms and provide Artist with confirmation numbers and contact, address, phone and fax numbers with the return of this contract. When Artist travels in own vehicle, hotel parking must be paid by Purchaser. Artist vehicle is _____ feet long.

Transportation

Artist will arrive by _____.

When Artist provides own transportation, parking is required for _____ (number of vehicles or size and type of vehicle) near stage door of venue for load-in and load-out and for the duration of the show.

HOSPITALITY RIDER

Page 2

When Artist arrives by means other than own transportation, Purchaser shall provide ground transportation as specified in Contract Rider paragraph 9. Artist may require Purchaser to provide local transportation and driver on day of performance to fulfill media and promotional interviews to promote show.

Purchaser's Name and Title

Artist's Name and Title

Authorized Signature

Date

Authorized Signature

Date

INFORMATION FORM

PLEASE RETURN THIS FORM WITH YOUR SIGNED CONTRACT. THANK YOU.

Artist Name _____
Performance Date(s) _____ Time(s) _____
Venue Name _____
Venue Street Address _____
Name of person filling out this form _____
Your Phone # (____) _____ Your Fax # (____) _____
Setup/Rehearsal Time _____
Artist will have access to venue at what time _____ sound check time _____
Stage Size _____

If you have theater specifications, please return a copy with this form.

IMPORTANT PHONE NUMBERS

Person who booked the show _____ (____) _____
Person to notify upon arrival _____ (____) _____
Technical person (sound/lights) _____ (____) _____
Backstage contact _____ (____) _____
Box Office contact _____ (____) _____
Publicity person _____ (____) _____

In case of emergency contact number day of show _____ (____) _____
Where Artist may be reached at venue day of show _____ (____) _____

Address where record albums and artist merchandise can be shipped (a street address and phone number where someone is present between 9:00 a.m. and 5:00 p.m. weekdays)

Address: _____
Phone: (____) _____

Please give directions to the performance location from a major highway. Add a separate sheet if more room is needed.

PLEASE PROVIDE A MAP OF THE LOCAL AREA

(Please mark venue, parking, lodging, restaurant etc. on map)

Recommended hotel(s) near performance location (name/address/phone number):

INFORMATION SHEET

Page 2

If you are providing lodging, please give name, address, and phone number of Hotel:

Private lodging:

Dinner arrangements or nearby restaurants, grocery stores or specialty markets.

Location

Please recommend a local auto mechanic or _____ dealer in case of emergency or routine maintenance checkup.

Please list three local radio and TV stations and contacts, phone numbers, addresses:

Please list local newspapers for interviews, calendar listings, press releases. Contacts, addresses, phone for individuals who deal with each type of service: _____

Please recommend a local (insert your special request. i.e., masseuse, guitar teacher, golf pro, etc.) _____

When Things Go Wrong, Very Wrong

1. Communicate

- a. Call
- b. Email
- c. Keep in Touch

2. Mediation

3. Arbitration

4. Litigation

- a. Small Claims Court
- b. Lawsuits

SUMMARY

1. A Contract is an agreement between two or more parties
2. Prepare a written document which details all aspects of the agreement
3. Know what you can afford or are prepared to offer in regard to:
 - a. Hospitality Rider
 - b. Technical Rider
 - c. Performance Rider
4. Read all contracts carefully before signing, INCLUDING RIDERS!
5. Challenge inappropriate contract clauses and negotiate a change or deletion. Any changes should be in writing and MUST be co-signed by other party.
6. Promptly sign and return contracts

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Robert Baird, President of Baird Artists Management, is now available for consultation and advice regarding Canadian and U.S. regulations and information for performers, agents/managers and performing arts venues. Mr. Baird has been in the performing arts for over fifty years and has had distinguished careers in education, publishing and musical theatre. He served on the Board of Directors (2008-2010) and was President (2011-2013) of the North American Performing Arts Managers and Agents (NAPAMA). He was Treasurer and Vice-President of Festivals and Events Ontario (FEO) and served on that Board on various committees (2010-2013). Mr. Baird

received the Arts Northwest Coyote Award and the Performing Arts Exchange Mary Beth Treen Award in 2012. He is Chair of Team Agent Network (TAN) and APAP Showcase Coordinator.

Robert is a regular columnist in *International Musician: The Official Journal of the American Federation of Musicians of the United States and Canada* (Circulation 100,000+ Monthly) where he writes a monthly column entitled "Crossing Borders". The column focuses on what artists need to know to get into Canada or the United States. He also writes a monthly column entitled "Artist Manager's Toolkit" for *International Arts Manager*, based in London, England.

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