**PERFORMING ARTS**

**LETTER OF AGREEMENT**

**I. Parties to this Agreement**

**ARTIST** Hereinafter referred to as “Artist”

|  |  |
| --- | --- |
| [Artist/Company Name] |       |
| [Street] |       |
| [City, State, Zip] |       |
| [Contact] |       | [Title] |       |
| [Phone] |         | [Email] |       |
| [Website] |        |
| [Social Security #]  |       | OR | Employer Identification Number (EIN) |       |

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**PRESENTER** Hereinafter referred to as “Presenter”

|  |  |
| --- | --- |
| [Organization Name] |       |
| [Street] |       |
| [City, State, Zip] |       |
| [Contact] |       | [Title] |       |
| [Phone] |         | [Email] |       |
| [Website] |        |
| Employer Identification Number (EIN) |       |

**RELATIONSHIP BETWEEN PARTIES**

The relationship between the parties is that of independent contractors, and this Agreement does not constitute a contract of employment between the Presenter and the Artist or any of their personnel. The Artist represents and warrants that all individuals rehearsing and/or performing with or providing rights or services to the Artist during or related to the Artist ’s residency have been engaged by the Artist and not the Presenter, and are covered by Unemployment Insurance, Worker’s Compensation and Disability Insurance procured by the Artist to the extent such coverage is required. The Presenter represents and warrants that all staff under their control, such as technical production and house staff, are covered by Unemployment Insurance, Worker’s Compensation and/or Disability Insurance procured by the Presenter to the extent such coverage is required.

**II. Engagement Details**

**1. PROJECT TITLE** *(if applicable)*:

**2. ARTIST PERSONNEL**

Contract Personnel will consist of       artist(s) and       assistant(s)/tech(s)/administrative personnel.

**3. ACTIVITY SCHEDULE**

The Artist will be contracted for an engagement beginning on       and ending on       in accordance to the following activity schedule. Please list travel days, load-in/load-out, rehearsal, installation, performances, community engagement and other key activities.

|  |  |  |
| --- | --- | --- |
| Date | Activity 1 / Location | Activity 2 / Location |
|       |        |        |
|       |        |        |
|       |        |        |
|       |        |        |
|       |        |        |
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|       |        |        |
|       |        |        |

**4.** **INSTALLATION, TECH AND ACTIVITY PLANS**

[ ]  **Please check if installation/tech/activity plans have been discussed.** It is recommended that the Presenter and Artist exchange Tech Riders that list all details regarding necessary tools, materials, equipment, facility plans, lighting, etc., for all aspects of the artist engagement.

**5. ARTIST FEE** – Please list Artist Salary, Transportation, Housing, Per Diem, and allowances for Presentation and/or Exhibition, Administration and Insurance, if applicable.

|  |  |  |
| --- | --- | --- |
| Expenses | **Description (if necessary)** | **Amount** |
|       |       | $      |
|       |       | $      |
|       |       | $      |
|       |       | $      |
|       |       | $      |
|       |       | $      |
|       |       | $      |
|       |       | $      |
|       |       | $      |
|       |       | $      |
| **TOTAL ARTIST FEE** | **$** |

**III. Payment**

**6. PAYMENT SCHEDULE FROM PRESENTER TO ARTIST** - The Presenter agrees to pay the **ARTIST FEE**, less expenses paid directly by Presenter, by check made payable to:       (Artist/Company)

|  |  |  |
| --- | --- | --- |
| Total **ARTIST FEE** |  $      |  |
| Less expenses paid directly by Presenter:       |  $-      |  |
| Payment 1: |  $      | Date       |
| Payment 2: (if applicable) |  $      | Date       |

**IV. Responsibilities**

The parties to this agreement will abide by the responsibilities below:

**7. ENGAGEMENT**

The Presenter, at its expense, will make provisions that are normally required for the presentation of the work. Including but not limited to:

* Appropriate space equipped with adequate lighting, sound systems, and tools that is acceptable to the Artist, as well as such other adequate spaces as the engagement may require.
* Detailed information about the space, including layout, lighting and equipment inventory.
* Staff as normally required for the efficient operation of the engagement.
* All government-required permits and insurance for its facilities and activities.

The Artist will provide, at its expense, the following:

* Costumes, props, sets, media, and instruments with the exception of those provided by the Presenter as agreed upon.
* Detailed information about artistic, technical, rehearsal, space and crew requirements.
* Artistic personnel, management, administrative as required for the engagement.
* All licenses and other permissions necessary for the Artist’s presentation in connection with the engagement including, but not limited to choreography, music, designs, texts and rights.

**8. PROMOTION**

The Artist and Presenter will work together to create a plan for promotion.

**9. CONCESSIONS**

The Artist may sell merchandise including, but not limited to, tee shirts and CDs. The Artist and Presenter agree to enter into a separate negotiation regarding the sale of such items, the staffing required and the financial arrangements between the two parties.

**10. BROADCAST**

The Presenter agrees to prevent any broadcasting, photographing, recording or reproducing of any engagement activity unless the express prior written consent of the Artist has been obtained.

**11. BILLING NAME**

The name under which this engagement will be billed for all activities is . For all public and promotional purposes, the Artistic Director shall be referred to as      .

**12. FUNDING CREDITS**

The Presenter will be provided with exact funding credits to be included in the program copy by       **(enter date)**. These credits are obligatory and may not be altered without the express written consent of the Artist.

**13. EXCLUSIVITY**

The Artist agrees not to accept any other performance engagement for a period of thirty (30) days prior to or following the performances described in this Agreement within a radius of fifty (50) miles from the location of these performances without the express prior consent of the Presenter.

**14. INSURANCE**

1. **Comprehensive General Liability –** The Presenter shall obtain and keep in force a comprehensive general liability insurance policy, in standard form, protecting against any and all liabilities arising out of or relating to the engagement in a combined single limit of one million dollars ($1,000,000.00) per occurrence in respect of injuries to or death of any person or persons and destruction of or damage to any property. The Artist shall obtain and keep in force comprehensive general liability or an event insurance policy in standard form, protecting the Presenter against any and all liabilities arising out of or relating to the engagement in a combined single limit of one million dollars ($1,000,000.00) per occurrence in respect of injuries to or death of any person or persons and destruction of or damage to any property arising out of acts, omissions or occurrences by artist.
2. **Unemployment Insurance, Worker’s Compensation and/or Disability Insurance –** The Presenter represents and warrant that all staff under their control are covered by Unemployment Insurance, Worker’s Compensation and/or Disability Insurance procured by the Presenter to the extent such coverage is required. The Artist represents and warrant that all salaried personnel under their control are covered by Unemployment Insurance, Worker’s Compensation and/or Disability Insurance procured by the Artist to the extent such coverage is required.

**15. CANCELLATION**

**A.** In the event of cancellation by the Presenter for reasons other than those stated in Section 16, the Presenter agrees to pay the Artist 15% of the total artist fee or any out-of-pocket costs advanced by the Artist as specified in Section 16, whichever is greater.

**B.** In the event of cancellation by the Artist for reasons other than those stated in Section 16, the Artist agrees to pay the Presenter 15% of the total artist fee.

**16. FORCE MAJEUR**

No party to this Agreement will be liable for failure to appear, exhibit or present in the event that such failure is caused by the illness or physical disability of the Artist arising after the date of execution of this Agreement, or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service or act of God, nature or war. In such a case, all parties will make their best efforts to re‑schedule the engagement to occur within 6 months of originally scheduled exhibitions. The Artist will use its best effort to provide replacements of the same substantial artistic quality should any member of the Artist Company be unable to participate as scheduled and will be the sole judge of the artistic quality of such replacements.

**17. INDEMNIFICATION**

The Artist agrees to indemnify and hold harmless the Presenter from and against all claims, losses, judgments, demands and expenses (including reasonable attorneys' fees arising out of or in connection with engagement activities), except to the extent that such claims result from the Presenters wrongdoing. This indemnification includes, without limitation, claims resulting from: loss, damage or injury to property; personal injury or loss of life; infringements of copyrights or other artistic or other rights; and breaches or alleged breaches of this Agreement.

**18.**  **DISPUTE RESOLUTION**

In the event of any dispute between the Artist and the Presenter concerning any element of this Agreement, the parties will attempt to resolve such differences. If a resolution of the conflict cannot be reached, then the parties will submit to binding arbitration by the American Arbitration Association: *https://www.adr.org/Arbitration*

**19. ENTIRE AGREEMENT**

This Agreement sets out the parties' entire understanding concerning its subject matter, and may be modified only by written agreement signed by all the parties. It will be construed in accordance with the laws of       **(state)** applicable to contracts executed in that state.

FOR **ARTIST**:

 [Signature] [Print Name] [Date]

FOR **PRESENTER**:

 [Signature] [Print Name] [Date]