**INSERT VENUE/EVENT NAME**

**And**

**ARTIST**

## Artist Agreement

**This agreement is made on: 00/00/00**

**BETWEEN**

**Insert Name of Venue**

**Insert Name of Organisation**

**C/o Insert Address (ABN: Insert ABN Number)**

**(The Venue)**

**AND**

**ARTIST**

**being the person or persons (jointly and collectively) specified in Item 1 of Schedule 1**

**(The Artist)**

This Agreement will bind the Venue and the Artist in relation to the presentation by the Artist of the Performance (as specified in Item 2 of Schedule 1) at the **INSERT VENUE NAME** (“the Venue”). The Artist Representative identified in Item 1 of Schedule 1 warrants that he or she has authority to enter into this Agreement on behalf of the Artist.

**1. RESPONSIBILITIES OF THE ARTIST**

**(a)** The Artist will present the Performance during the Event on the Date/s and Time/s, and at the Venue, specified in items 2 and 3 of Schedule 1.

**(b)** The Artist must not do anything or enter into any contract or understanding which might be reasonably likely to cause the Artist not to be available as required under this Agreement.

**(c)** The Artist must at all times carry out its obligations under the Agreement to the best of its skill and ability, in a professional manner and the Artist will observe the lawful directions of the Venue made from time to time regarding working hours, rules or other matters.

**(d)** The Artist will be available to perform such technical checks as specified in item 7 of Schedule 1.

**(e)** The Artist will, at all times, be under the direction of the Venue or its representatives.

**(f)** The Artist will conduct the Performance in such a manner so as not to breach any law and will not cause the Venue to breach any of the conditions of the permits or consents that the Venue or the Artist have obtained.

(g) The Artist warrants that the Performance will not breach any third party intellectual property right, including copyright.

(h) The Artist agrees that the Venue may record and/or film, or arrange for the recording and/or filming of, the Performance, and that as between the Artist and the Venue, the Artist is the owner of the copyright in any such sound recording or film of the Performance, although the Venue may use any such sound recording or film of the Performance with the prior written consent of the Artist, such consent not to be unreasonably withheld.

(i) The Artist consents to any treatment of its copyright works embodied in any such sound recording or film, and any treatment of the Performance that is consistent with reasonable industry practice.

**2. FEE**

**(a)** In consideration of the satisfactory completion by the Artist of the Performance and its other obligations under this Agreement, the Venue will pay the Artist the Fee, as set out in Item 5 of Schedule 1.

**(b)** The Fee will be paid within whichever is the later of seven days after the conclusion of the show or the production of a valid tax invoice by the Artist. The invoice must be sent with the signed Agreement to the Venue prior to the Event and must contain the information set out in Schedule 2.

**(c)** The Fee is exclusive of goods and services tax which will be paid only on receipt of valid tax invoice.

**(d)** The Artist is liable for all income tax, superannuation contributions, workers’ compensation, insurance payments, holiday pay, long service leave or other benefits payable to, or in relation to, any employee of the Artist, and the Artist indemnifies the Venue against any claims in this regard.

**(e)** Where any loss or damage is caused by the Artist due to its intentional or negligent act the Artist will be liable to compensate the Venue and the Venue shall be entitled to set off such an amount or amounts against the Fee due to the Artist.

**3. ADVERTISING AND PROMOTION**

**(a)** The Venue must publicise the show through all its regular traditional and digital media channels.

**(b)** The Artist grants the Venue the right to use its name and approved photographs, likenesses and biographies to advertise and promote the show. The Artist will provide the Venue with the following publicity materials:

(i) short biography, as a Microsoft word document – no PDF files;

(ii) latest press releases as a Microsoft word document – no PDF files;

(iii) high resolution colour image sent as a JPEG file ONLY (High Resolution = 300 dpi & no less than 1meg in file size); and

(iv) publicist / management contact (name, email, mobile) for any interview requests pre-Event.

**(c)** The Artist agrees to include details of the show on its official website in such places that events normally appear on their website. In addition, the Artist agrees to promote its appearance at the Venue through its digital and social media related entities.

**4. STAGE SET UP**

The Artist will supply the Venue with an up to date stage plot, inputs list and instrument list.

**5. RESPONSIBILITIES OF THE VENUE & THE ARTIST**

**(a)** The Venue will provide the Artist with the technical support, equipment and other matters specified in item 8 of Schedule 1. The Artist will be responsible for providing all other equipment and supplies necessary for the presentation of the Performance (including, without limitation, costumes, make-up, wigs, props and musical instruments), and for any accommodation required by the Artist during the show.

**(b)** The Venue is responsible for obtaining the necessary licenses from the Australasian Performing Right Association (APRA) and Phonographic Performance Company of Australia (PPCA).

**6. TERMINATION**

**(a)** Either party may terminate this Agreement by giving written notice to the other, if that other party breaches any term of this agreement and, (where the breach is capable of rectification) having been given 5 days notice requiring it to rectify its breach, the other party fails to do so.

**(b)** The Venue may terminate the Agreement immediately, without any notice to the Artist if any member of the Artist commits any act of serious misconduct, including (without limitation):

(ii) any act of fraud or dishonesty;

(iii) any act which may injure or endanger any other person;

(iv) any act which may directly or indirectly damage the reputation of the Venue; or

(v) being drunk, intoxicated or under the influence of drugs.

**(c)** If the Artist is not present at the Venue at the time specified on the worksheet the Venue may in its absolute discretion terminate the Agreement.

**(d)** Except where the Agreement is terminated due to breach by the Venue, on termination the Artist will not be entitled to payment under the Agreement and the Artist must refund to the Venue any amount paid to it under the Agreement.

**(e)** In the case of Force Majeure which renders the agreement impossible to fulfil, which is not attributable to any act or failure to take preventive action by the Venue, then the Venue may cancel the performance without penalty other than loss of any deposit already paid.

**7. INSURANCE**

**(a)** The Artist agrees to provide its own insurance as specified in Item 9 of Schedule 1.

**(b)** The Artist agrees to insure its own equipment and for all risk of damage or theft.

**(c)** The Artist hereby releases the Venue (and its officers and employees) from any claim arising from any loss, theft or damage suffered by the Artist (or any guest of the Artist) in relation to their vehicles, equipment or property, whether or not such loss, theft or damage arises from any negligent act or omission of the Venue (or its officers and employees).

**8. SPECIAL CONDITIONS**

**(a)** The Artist will attend in accordance with the worksheet issued by the Venue prior to the performance date.

**(b)** Without the express consent of the Venue, the Artist(s) may not invite guests to the backstage and/or secure areas of the Venue(s).

**9. GENERAL**

**(a)** This engagement is personal and cannot be assigned, transferred or sub-contracted. If any of the Artists specified in this contract cannot reasonably fulfill the whole or any part of the Performance, the Artist must notify the Venue in writing, and obtain the approval of the Venue (acting reasonably) of any replacement.

**(b)** The parties acknowledge the Artist is an independent contractor and that nothing in this agreement creates any relationship of partnership or employment between the parties.

**(c)** This agreement may only be changed in writing signed by all parties.

**(d)** This agreement is governed by the law in force in insert state, Australia.

SCHEDULE 1

|  |  |  |
| --- | --- | --- |
| **Item 1** | **Artist** | **Insert Artist Name** |
|  | Artist Address | **Address** |
|  | **Contact Details** | **Mobile: Email:** |
|  | **Artist Representative** | **Name:** |
| **Item 2** | **Description of Performance/s** | A selection of songs to be performed by Artistat the Venue |
|  | **Venue** | INSERT VENUE NAME |
|  | **Time of Performance/s** | **As advised by Venue** |
|  | **Date of Performance/s** | **Insert Performance Date** |
| **Item 3** | **Venue** | **INSERT VENUE ADDRESS** |
| **Item 4** | **Venue Manager** | [**Insert**](mailto:mtsangaris@apra.com.au) **Venue Mangers Details** |
| **Item 5** | **Artist(s) Fee** | **Insert deal details or fee $???.??** plus GST if applicable  **Door Deal:**  **Guarantee Fee:**  **Versus Deal:** |
| **Item 6** | **Performance Duration** | Insert performance times |
| **Item 7** | **Preparation Time** | Call time – A minimum of 30 minutes before your performance start time.  Line checks will be carried out when time allows we thank you for your cooperation in this matter. |
| **Item 8** | **Technical Support & Equipment Requirements** | The Venue to provide: insert in house production supplied  Insert backline details  Any specialist equipment is the Artists responsibility. |
| **Item 9** | **Insurance:** | Artist to provide:   1. public liability insurance with a reputable on-shore insurer with minimum insurance limits of $10,000,000 per occurrence, including coverage endorsements for personal injury and property damage 2. workers compensation insurance policies in respect of its employees and contractors as required by law. |
|  |  |  |
|  |  |  |

**SCHEDULE 2**

**Payment Options/ABN**

The invoice must contain:

1) the words ‘tax invoice’, if applicable;

2) business, trading or individual name;

3) address;

4) ABN, statement by supplier form or a letter of representation by an Australian Tax Agent;

5) banking details including account name, BSB and account number;

6) the amount of any GST payable, if applicable; and

7) be made out to:

**Insert Venue Details**

**Insert Venue Address**

**Insert ABN Number**

**EXECUTED as an agreement**

**Signed for and behalf of the Artist(s) by their authorised representative:**

Signature: ……………………………… Witness Signature……………...............…………

Name (PRINT): ………………………. Name (PRINT): ……………...............……………

Date: …………………………………… Date: ………….........................................................

**Signed for and behalf of Insert Venue Name by its duly appointed representative:**

Signature: .............................................................. Date: ……………………

Name:

Witness: .............................................................. Date: ……………………

Name: