

STANDARD CONTRACT FOR LIVE PERFORMANCE BY MUSICIANS

HIRER (person or company name) _____

Trading as (name of business and ABN) _____

of (address) _____ (hm/wk phone) _____

(mobile) _____ (email) _____ (fax) _____

AND

ARTIST/BAND LEADER (name) _____

Reference to **Artist** is also to **Band Leader**. If more than one person, the Band Leader acts as agent for personnel listed at Schedule A (reverse side)

of (address) _____ (hm/wk phone) _____

(mobile) _____ (email) _____ (fax) _____

AGREEMENT TO ENGAGE ARTIST The Hirer agrees to engage the Artist on the terms of this agreement

1(a) Appearing as _____ (name of Act/ Band)

1(b) To Perform _____ (description of performance)

1(c) To provide the performance there will be _____ (No. of Musicians and Crew ("personnel") listed at Sch. A

PERFORMANCE VENUE AND TIMES If a residency (more than 1 booked gig) then list dates at Schedule B (reverse side)

2(a) At _____ (venue and full address)

2(b) On _____ (date) or as set out in Sch. B for performance from _____ (time) to _____ (time)
or for a period of _____ (less breaks)

TRAVEL: TRANSPORT, ACCOMMODATION AND MEALS Is included in Final Total unless one of the following options completed:

3(a) The Hirer will pay a travel total of \$ _____ (incl GST) to cover all personnel travel, equipment transport, personnel accommodation and meal costs, which will be arranged by the Artist. Travel total to be paid no later than 5pm on _____ (date)

3(b) The Hirer will transport all equipment and provide travel, _____ night/s accommodation per person and _____ meals per person per day for personnel. Confirmation in writing of these arrangements and all tickets, accommodation and meal vouchers to be provided by 5pm on _____ (date)

CONFIRMATION OF PERFORMANCE

A booking is not confirmed by the Artist until in receipt of signed contract. The Hirer agrees to confirm performance by returned signed copy of the contract (via mail or fax) at least 7 days before the performance date.

CANCELLATION OF PERFORMANCE

The performance may only be cancelled by written notice received by the other party, no less than 7 days 14 days 21 days or 28 days before the performance date/s at clause 2(b). (**Circle appropriate choice**).

Deposit and any incurred travel costs are not refundable in the event of cancellation. If any performance is cancelled without proper written notice; if no cancellation period is specified above; or the performance is confirmed within the cancellation period specified: the performance stands as confirmed and the full Final Total payable immediately by the Hirer in the event of a cancellation. (The Artist may cancel at any time if unable to perform due to sickness, injury, transport problems, weather conditions or anything beyond their control, and is not liable to repay any amounts paid by the Hirer prior to the Artist cancelling).

PAYMENT

Final Total: \$ _____ (per performance) (for no. of performances and dates see reverse side)

Deposit of \$ _____ to be paid by 5pm on _____ (date) and otherwise as set out in the payment clause

AND/OR Percentage of gross door takings of _____ % to be paid as specified in the payment clause

SIGNED _____ (**Hirer**) _____ / / 20
by or on behalf of PRINT NAME SIGNATURE DATE
(The signatory of the Hirer warrants that they have authority to enter this agreement on behalf of the Hirer)

SIGNED _____ (**Artist**) _____ / / 20
by or on behalf of PRINT NAME SIGNATURE DATE

The Engagement: The Artist and personnel will follow all reasonable instructions relating to the proper and lawful conduct of the Hirer's business. All instructions will be conveyed through the Band Leader to the personnel.

Payment: Unless agreed otherwise (set out in Special Conditions below) payment of the full balance of the Final Total is to be made to the Artist within 15 minutes of the conclusion of the first performance. In the case of a percentage of door takings, then payment is to be within 30 minutes of the conclusion of each performance.

Set Up and Load Out: The Hirer will provide the Artist and personnel with reasonable access to the venue before the performance to load in, set up, do sound checks and load out after the performance. The Hirer will provide secure on site parking for the Artist and personnel.

Staging: The Hirer will provide safe working conditions and ensure all equipment and facilities are in good working order. The Hirer will be in compliance with all statutory requirements (including adequate staging with protection from sun and bad weather) and will obtain all permits, consents and licenses necessary for the performance.

Power supply: The Hirer will provide safe and adequate power supplies operated by competent persons in accordance with all statutory requirements. If any of the Artist's or the personnel's instruments or equipment is damaged by malfunction or improper operation of the power supply the Hirer will reimburse any cost incurred to repair or replace the instruments or equipment.

Merchandise: The Artist will have the right to display and sell merchandise during the performance and at least 30 minutes prior to and after the performance, from a mutually agreed position without any payment to the Hirer.

Delay, Interruptions & Finish: If a performance is delayed, interrupted or finishes early as a consequence of any act or omission of the Hirer or due to weather conditions, then the Hirer will still pay the full Final Total. The Artist is not obliged to continue past set finishing time unless they agree.

Artistic Control: The band will have control of the artistic content of the performance and the people comprising the band. The Artist may substitute a competent replacement for any member of the band or personnel who is unable to perform the engagement. The substitution will have the effect of amending Schedule A to reflect any substitution.

Australian Business Number (ABN): Where the Hirer requires the Artist to furnish an ABN in respect of payment, it shall only be for the purpose of the taxation laws. This Agreement is not a Tax Invoice. Note any GST component may not be payable in the event of cancellation.

Insurance: The Hirer will provide and maintain the following policies with a reputable onshore insurer:

- (a) Public liability insurance (min \$10 million) including coverage endorsements for personal injury and property damage
- (b) workers compensation insurance
- (c) property insurance for the replacement value of any equipment

Indemnity: The Hirer indemnifies the Artist and personnel against all claims, including costs legal and otherwise, by the Hirer and the Hirer's employees, agents, contractors, patrons, licensees or any other who as a result of the performance/s or cancellation of performance/s suffers any loss or damage of whatsoever nature.

Dispute Resolution: The parties agree that the courts of the State of Western Australia (WA) have exclusive jurisdiction to determine disputes in relation to this agreement. No party will institute legal proceedings unless reasonable steps are first taken to settle any dispute by negotiation. Each party is liable for its own costs in the event of a dispute, except that where the Artist is successful in pursuing or defending a dispute then the Hirer will pay the Artists' costs on an indemnity basis.

Notices: All notices to be effective will be in writing and sent to the addresses noted on the front page for Hirer and for Artist.

Law: The validity, construction and performance of this Agreement will be governed exclusively by the laws of the State of WA.

Catering/Rider request: Hirer is to provide the Artist with water, clean towels if required and

Special Conditions:

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SCHEDULE A – Personnel comprising the band (and crew if required)

1.	2.	3.
4.	5.	6.
7.	8.	9.

SCHEDULE B – Dates of performance

1.	2.	3.	4.
5.	6.	7.	8.
9.	10.	11.	12.

THIS PAGE TO BE INCLUDED WHEN HIRER IS A COMPANY OR AN ASSOCIATION

SCHEDULE C – GUARANTEE AND INDEMNITY

Unconditional Guarantee and Indemnity:

In consideration of the Artist, at the request of the Guarantor, entering into this agreement, the Guarantor:

unconditionally and irrevocably GUARANTEES to the Artist:

- (a) the due and punctual payment to the Artist and personnel of all amounts payable and all other moneys which may become due and payable to the Artist or personnel by the Hirer directly or indirectly pursuant to the terms of this agreement and any variation to this agreement; and
- (b) the due observance and performance of the Hirers obligations; and

as separate and independent stipulations:

- (c) unconditionally and irrevocably INDEMNIFIES the Artist and personnel and agrees to keep the Artist and personnel indemnified from and against all loss damage costs and expenses suffered or incurred by the Artist or personnel arising from or in connection with any breach or non-performance by the Hirer of the Hirers obligations or as a consequence of a disclaimer of this agreement by a liquidator or trustee of the hirer; and
- (d) as principal debtor agrees to pay to the Artist or personnel all monies payable by the Hirer under this agreement.

SIGNED by (Guarantor) / / **20**
PRINT NAME SIGNATURE DATED