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).

**(Circle appropriate choice).**

**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

days before the performance date/s at clause 2(b).

days or

days

days

The performance may only be cancelled by written notice received by the other party, no less than

**28**

**21**

**14**

**7**

**CANCELLATION OF PERFORMANCE**

**SIGNED**

DATE

SIGNATURE

NAME

PRINT

**by or on behalf of**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Artist) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /** / 20

signed copy of the contract (via mail or fax) at least 7 days before the performance date.

(The signatory of the Hirer warrants that they have authority to enter this agreement on behalf of the Hirer)

DATE

SIGNATURE

NAME

PRINT

**by or on behalf of**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(Hirer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_ **/ /** 20

**SIGNED**

email) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(fax)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGREEMENT TO ENGAGE ARTIST**

email) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(fax)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(mobile)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(

(address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hm/wk phone)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of

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)

(name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTIST/BAND LEADER**

***AND***

The Hirer agrees to engage the Artist on the terms of this agreement

(mobile)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(

(address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hm/wk phone)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of

(name of business and ABN) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Trading as**

(person or company name

) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**HIRER**

**STANDARD CONTRACT FOR LIVE PERFORMANCE BY MUSICIANS**

A booking is not confirmed by the Artist until in receipt of signed contract. The Hirer agrees to confirm performance by returned

**CONFIRMATION OF PERFORMANCE**

meal vouchers to be provided by 5pm on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

meals per person per day for personnel. Confirmation in writing of these arrangements and all tickets, accommodation and

The Hirer will transport all equipment and provide travel, \_\_\_\_\_\_\_\_\_\_ night/s accommodation per person and \_\_\_\_\_\_\_

**3(b)**

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

personnel accommodation and meal costs, which will be arranged by the Artist. Travel total to be paid no later than 5pm

The Hirer will pay a travel total of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (incl GST) to cover all personnel travel, equipment transport,

**3(a)**

Is included in Final Total unless one of the following options completed:

**TRAVEL: TRANSPORT, ACCOMMODATION AND MEALS**

or for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(less breaks)

**2(b)** On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)or as set out in Sch. B for performance from \_\_\_\_\_\_\_\_\_\_(time) to \_\_\_\_\_\_\_\_\_(time)

**2(a)** At \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(venue and full address)

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

**PERFORMANCE VENUE AND TIMES**

**1(c)** To provide the performance there will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(No. of) Musicians and Crew (”personnel”) listed at Sch. A

**1(b)** To Perform \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(description of performance)

**1(a)** Appearing as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of Act/ Band)

**SCHEDULE B** **– Dates of performance**

1.

2.

3.

4.

4.

5.

6.

7.

8.

9.

9.

10.

11.

12.

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.

form and parties using it should obtain independent advice where they see fit

5.

6.

7.

8.

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

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.

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

(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.

Staging: The Hirer will provide safe working conditions and ensure all equipment and facilities are in good working order. The Hirer will be in

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.

Dispute Resolution: The parties agree that the courts of the State of Western Australia (WA) have exclusive jurisdiction to determine disputes 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.

2.

1.

3.

………………………………………………………………………………………………………………………………………………………….

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: ……………………………………………………………………………………….........................................................

.…………………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………………………….

………………………………………………………………………………………………………………………………………………………….

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

NAME

DATED

SIGNATURE

PRINT

**SIGNED by** ....………………………………………… (Guarantor) ………………………………….. …. … .. **/ / 20**

the Hirer under this agreement.

as principal debtor agrees to pay to the Artist or personnel all monies payable by

form and parties who chose to use it should obtain independent advice where they see fit

.

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the due and punctual payment to the Artist and personnel of all amounts payable

(c)

**as separate and independent stipulations:**

the due observance and performance of the Hirers obligations; and

(b)

variation to this agreement; and

by the Hirer directly or indirectly pursuant to the terms of this agreement and any

and all other moneys which may become due and payable to the Artist or personnel

unconditionally and irrevocably INDEMNIFIES the Artist and personnel and agrees

(a)

**unconditionally and irrevocably GUARANTEES to the Artist:**

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

**Unconditional Guarantee and Indemnity:**

SCHEDULE C – GUARANTEE AND INDEMNITY

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

by

(d)

trustee of the hirer; and

obligations or as a consequence of a disclaimer of this agreement by a liquidator or

Hirers

the

of

Hirer

the

non-performance

or

breach

any

with

connection

and expenses suffered or incurred by the Artist or personnel arising from or in

to keep the Artist and personnel indemnified from and against all loss damage costs