****

**LIVE AND LOCAL**

**INSERT EVENT NAME**

**And**

**ARTIST**

## Artist Agreement

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

**BETWEEN**

**Insert Name of Event**

**Insert Name of Event Organisation**

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

**(The Event)**

**AND**

**ARTIST**

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

**(The Artist)**

This Agreement will bind the Event 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 EVENT NAME** (“the Event”). 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 Event 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 Event 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 Event to breach any of the conditions of the permits or consents that the Event 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 Event may record and/or film, or arrange for the recording and/or filming of, the Performance, and that as between the Artist and the Event, the Artist is the owner of the copyright in any such sound recording or film of the Performance, although the Event 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, which 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 Event 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 Event or the production of a valid tax invoice by the Artist. The invoice must be sent with the signed Agreement to the Event 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 Event 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 Event and the Event shall be entitled to set off such an amount or amounts against the Fee due to the Artist.

**3. ADVERTISING AND PROMOTION**

**(a)** The Event must publicise the Event.

**(b)** The Artist grants the Event the right to use its name and approved photographs, likenesses and biographies to advertise and promote the Event. The Artist will provide the Event 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 Event 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 Event through its digital and social media related entities.

**4. STAGE SET UP**

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

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

**(a)** The Event 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 Event.

**(b)** The Event is responsible for obtaining the necessary licences 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 Event 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 Event or the Event; 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 call sheet the Event may in its absolute discretion terminate the Agreement.

**(d)** Except where the Agreement is terminated due to breach by the Event, on termination the Artist will not be entitled to payment under the Agreement and the Artist must refund to the Event 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 Event, then the Event 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 Event (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 Event (or its officers and employees).

**8. SPECIAL CONDITIONS**

**(a)** The Artist will attend in accordance with the call sheet issued by the Event prior to the performance date.

**(b)** Without the express consent of the Event, 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 Event in writing, and obtain the approval of the Event (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 New South Wales, Australia.

SCHEDULE 1

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| --- | --- | --- |
| **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 Event |
|  | **Event** | INSERT EVENT |
|  | **Time of Performance/s** | **As advised by Event** |
|  | **Date of Performance/s** | **Insert Event Date** |
| **Item 3** | **Venue** | **Insert Venue Name** |
| **Item 4** | **The Event’s Event Manager** | [Insert](mailto:mtsangaris@apra.com.au) Event Mangers Details |
| **Item 5** | **Artist(s) Fee** | **$???.??** plus GST if applicable |
| **Item 6** | **Performance Duration** | Approximately 45 minutes to 1 hour |
| **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 Festival to provide: staging, P.A., sound engineer and lighting where applicable.  A general backline for applicable venues including drum kit, bass amp, guitar amp, will be provided by the Event. Any specialist equipment is your 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 Event Details**

**Insert Event 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 Event Name by its duly appointed representative:**

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

Name: