

Sample Contracts

CONTRACT SAMPLE No.1

CONTRACT

THIS AGREEMENT entered into this _____ day of _____

BETWEEN:

(Hereinafter called the "Artist")

PARTY OF THE FIRST PART;

Represented by _____

(name, address, phone, fax and email or producing company or manager)

and

(full name and address of presenter)

(Herein after called "Presenter")

PARTY OF THE SECOND PART.

IN CONSIDERATION of the mutual covenants and obligations hereinafter set forth
The parties agree as follows:

1. PERFORMANCE AND REHEARSALS

Presenter engages Artist, and Artist hereby accepts such engagement, to render services as

(i) the public performance (s) by Artist to be presented by Presenter and;

(ij) the rehearsal(s)with respect thereto ,at the location, and upon the date(s) and at the time(s) indicated below:

(a) Hall

(b) Date(s) and time(s) of set-ups and rehearsal(s)

(c) Date(s) and time(s) of public performance(s)

such *rehearsal(s) and performance(s) being hereinafter collectively referred to as the "Engagement" (**delete where inappropriate*)

2. PAYMENT

Presenter shall pay to (name of producing company or manager) or as so directed by (name of producing company or manager) to its duly authorized representative. the sum of _____.

Such sum shall be payable at the time(s) and in the manner hereinafter set forth:

-TIME(S) AND METHOD OF PAYMENT -

3. DUTIES OF PRESENTER

Presenter hereby undertakes and agrees as follows:

(a) To provide the Hall at its own expense, during the Engagement, well heated or air conditioned, as applicable, lighted and in good order, with all the necessary attaches and ushers, ticket takers, and with clean, commodious, well-heated or air conditioned as applicable and well-lighted dressing rooms, and such further and other facilities as shall be set forth in a schedule containing same attached hereto and forming part of this agreement;

(b) To ensure that the acoustics and stage lighting of the Hall and the comfort of the public therein comply with professional standards;

(c) To curb the continuances of any noises or other disturbances which may serve to hinder the performance by Artist of Artist's services hereunder;

(d) To provide its own expense all stage personnel, appropriate for take-in and take-out, rehearsals, set-ups and performances, including, but not limited to electricians, spotlight operators, stagehands, carpenters, wardrobe assistants, and sound engineers as required by the Artist.

(e) To retain, and pay the salaries, pension and welfare fund contributions and all further expenses engendered with respect to the retention of all personnel as required by the preceding sub-paragraph or as required by any local labour organization. trade association. union. or guild having jurisdiction over the services, to be performed by such personnel in connection with the Engagement:

(f) To ensure that it has entered into a valid and subsisting lease or licence in respect of the Hall for the period of the Engagement, a copy of such lease or licence provided to Artist or the designee of Artist upon request;

(g) To ensure that prior to the Engagement, all necessary permits, consents, copyright licences, including performing right licences, have been obtained and all fees with respect thereto and any other fees and taxes have been duly paid;

(h) To ensure that, for the period of the Engagement, there exists general liability

insurance with respect to the Hall and to the performance by Artist therein of not less than Two Million Dollars (\$2,000,000.00) in respect of anyone (I) accident, in respect of any injuries to or death of one (1) or more persons and loss or damage to property.

(i) To ensure that, during the Engagement there will be no seats, other than those normally comprising a part of the Hall, placed anywhere in the Hall, without the prior consent of Artist or the specified designee of Artist.

4. BOX OFFICE

Presenter shall plan, organize and administer all tickets sales. at its entire discretion. Unless otherwise specified herein. Artist shall be given tickets for the first performance by artist and tickets for each subsequent performance.

5. PROMOTION AND PUBLICITY

(a) Presenter alone shall be responsible for the promotion and advertisement of the Engagement and shall pay all expenses resulting there from, provided that all such promotion and advertising shall be carried out in a manner and style commensurate with the professional reputation of the Artist and shall, in no way, serve to injure or in any way diminish such reputation or the rights of Artist in and to the professional name of Artist. Artist grants to Presenter the right to make use of Artist's name, pre approved pictures, pre approved photographs and other likenesses only for the purpose of advertising, publicising and promoting the Engagement. In any such advertising, publicity or promotion, Artist shall not be directly represented or announced as endorsing, using or consuming any Product or service;

(b) Presenter shall be responsible for the printing and distribution during the Engagement of the house program, in quantities commensurate with ticket sales. Artist shall furnish to Presenter the written copy for the following components of the house program which shall be included therein in its entirety and without any deviation other than that which has received the prior written approval of Artist: cover information, selection(s) to be performed by Artist, where appropriate, history of company with which Artist is performing, and credits. Presenter agrees to pay shipping and express charges incurred with respect to the forwarding to Presenter of the material for the house program and all advertising material which may be supplied by Artist to be utilised by Presenter in the promotion and advertisement of the Engagement, in the manner contemplated under paragraph5(a), whether by mailing of circulars, email, bill posting, newspaper. radio or television advertising as Artist directs.

6. SOUVENIR PROGRAMS

Presenter hereby authorizes the sale by or on behalf of Artist of souvenir programs prior to, during the intermissions of, and subsequent to each performance by Artist during the Engagement.

7. PHOTOGRAPHS AND RECORDINGS

Presenter shall not allow the taking of photographs of Artist during the Engagement nor the use of transmitting or recording apparatus serving to transmit or record. either

the audio or visual components of any portion or all of the performance by Artist, unless otherwise specifically authorized herein.

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8. AUTONOMY OF ARTIST

Presenter acknowledges that Presenter is not the agent of Artist and shall not hold itself out to the public as so being, and that further, Presenter has no authority, in any way, to bind or commit Artist nor shall Presenter in any way obligate the Artist, unless specifically authorized herein.

9. FORCE MAJEURE

If either party is delayed or interrupted from the performance of its obligations hereunder by reason of an act of God, fire, flood, war, public disaster, strikes or labour difficulties, governmental enactment, regulation or order, emergency, or any other cause beyond its control, such party shall not be liable to the other therefore and the parties shall, if each so desires and where feasible, make such further arrangements as are mutually satisfactory to the parties to carryout the purpose and intent of this agreement.

10. TERMINATION

(a) If either party shall fail to perform any of its respective obligations hereunder the other party may terminate this agreement forthwith upon notice to the other party and the party so terminating the agreement shall be relieved of any of its obligations hereunder, without prejudice to any rights to seek damages or such other right or remedy as it may have at law;

(b) If, prior to the date of the Engagement, Artist ascertains that Presenter has failed to fulfil its obligations under a contract with any third party artist in respect of a performance by such artist, or, if Artist ascertains that the ability of Presenter to fulfil its monetary obligations hereunder has been substantially impaired. Artist shall have the right to forthwith terminate this agreement by written notice to Presenter to that effect without obligation or liability to Presenter.

II. ASSIGNMENT

This agreement may not be assigned by either party without the proper written consent of the other party.

12. NOTICES

All notices, demands, or statements provided for in this agreement and any other notices which may be deemed necessary hereunder shall be in writing and delivered personally or forwarded by registered mail postage prepaid to the following addresses, or such other addresses as may be designated by either of the parties in accordance with the provisions of this paragraph; such notices shall be conclusively deemed to have been received or made upon the day which such notice was personally delivered, or if mailed, then on the second business date following the date of mailing;

ARTIST

c/o (name and address/producing company or manager)

PRESENTER

13. INFORMATION SHEET (SCHEDULE "A")

Artist shall not be bound to perform hereunder until all information requested on the Additional information sheet attached hereto and forming a part of this Agreement, has been provided by Presenter.

14. ARBITRATION

The parties agree to use their best efforts to settle any disagreements as to the meaning of this Agreement. If the parties are unable to settle a dispute within _____ days, they agree, subject to this Agreement, to mediation using a single mediator acceptable to both parties, (whose name is as follows _____). The Cost of the mediation shall be borne equally by both parties.

If the mediation is unsuccessful, the disagreement will be subject to arbitration pursuant to the Arbitration Act, 1991. The mutually agreed upon arbitrator shall be _____ . The cost of arbitration shall be bore equally by both parties.

15. ENTIRETY

This is the entire Agreement between the parties hereto and it shall not be modified orally and no waiver, amendment or modification shall be binding or effective unless in writing and signed by the party sought to be bound.

16. INDEPENDENT CONTRACTORS

The parties hereto are acting as independent contractors hereunder not as joint ventures, employees or partners of the other.

17. HEADINGS

The headings contained in this Agreement are for convenience and reference purposes only. They do not form a part hereof and shall not affect the meaning or interpretation of this agreement.

18. JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the Province of _____

19. ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions, if any, are attached as Schedule "B" hereto and form part of this agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement each on the date first above written.

SIGNED and DELIVERED
in the presence of:

Presenter

Artist

Sample #2

LETTER OF AGREEMENT

Between Axis Theatre Society
(hereafter referred to as Axis Theatre Company) and

(School name and address)

(hereafter referred to as the Sponsor)

Contact: **(Teacher or Principal)**

Phone:

Fax:

1. Axis Theatre Company agrees to perform the production **(name of production)** on **(date and time)** 2005 in the facilities located at **(school address)**.
2. In consideration of the above mentioned services, the Sponsor agrees to pay Axis Theatre Company the amount of **(\$000.00)**, plus **(\$00.00)** GST. Total remuneration: **(\$000.00)**.
3. The Sponsor understands that the performance(s) must **start on time**. The Sponsor understands that Axis Theatre Company engages members of the Canadian Actors' Equity Association (CAEA), under the terms of the Canadian Theatre Agreement. Performance times have been carefully scheduled, so that Axis Theatre Company will **not** incur extra costs by violating the CAEA's rules for its members' lunch hours and for adequate travel time between schools/theatres.
4. One signed copy of the contract is to be sent back to Axis Theatre Company with a **non-refundable deposit** in the amount of **(\$000.00)** plus **(\$0.00)** GST. Deposit monies will be used to offset the sizable pre-production costs incurred in mounting this production.
5. The Sponsor agrees that a cheque representing the balance owing of **(\$000.00)** plus **(\$00.00)** GST will be made available at the completion of the final performance indicated on this contract. Please make cheques payable to **Axis Theatre Company**.
6. The Sponsor agrees to meet the technical requirements (if any) for Axis Theatre Company as listed on the attached addendum entitled "Technical Requirements." (Technical Requirements will be sent with the Study Guide.)
7. Axis Theatre Company will provide advance copy on the company (as requested) as well as Study Guides for educational presentations at no additional cost to the Sponsor. This **does not include house programs or posters**, unless otherwise stipulated in an attached addendum entitled "Publicity/Promotional Requirements."
8. The Sponsor agrees to prevent the photographing, broadcasting, filming or reproduction by any other devices of the Axis Theatre Company performance(s), unless given prior consent by authorized Axis Theatre Company personnel.
9. For special clauses and considerations, please see any attached addenda.
10. FORCE MAJEURE: If any performance or part thereof is prevented, rendered impossible or infeasible by any act or regulation by any public authority or bureau, civil tumult, civil strike, epidemic, interruption in or delay of transportation services, war conditions, or emergencies, fire or any cause beyond the control of the parties, it is understood and agreed that there shall be no claim for damage by either party to this Agreement and both their obligations herein shall be deemed waived.
11. Cancellation: Sponsors who cancel this contract less than 30 days in advance of the first performance (Force Majeure notwithstanding) will forfeit the deposit payable and may be asked to cover the costs incurred by Axis Theatre Company as a result of the cancellation.

Please sign both copies of this contract and return one copy to the Axis Theatre Company office within 14 business days.

Signed in duplicate this ___ day of **(month)**, 2005

Per Sponsor (Signature)

Rosanna Ciulla for Axis Theatre Company

Please print name here

MEMORANDUM OF AGREEMENT

BETWEEN: KIDS' ENTERTAINMENT

**19 Charlotte Street, Suite 404
Toronto, Ontario M5V 2H5
Telephone: (416) 971- 4836
Fax # (416) 971-4841
Federal ID #: 98-0367740**

(Hereinafter called "THE AGENT")

and:

VENUE/PRESENTER:

Att:

(Hereinafter called "THE ENGAGER")

This Memorandum will confirm the agreement between the Artist and the Engager with respect to the performance of the Artists:

Performance Date:

Performance Time(s):

Set-up time:

No. of Performances:

Venue:

Workshop date:

Workshop Time:

Workshop length:

1. The Engager hereby engages the Artist to perform the Work at the Venue at the Performance times (The "Engagement"). Artist accepts the engagement.
2. The Engager agrees to make the Venue available to the artist for rehearsals and set-up at a time to be agreed upon or as set out above.
3. The Engager will pay to the Artist the total engagement fee as set out above on the day of and prior to the first performance.
4. **The Engager agrees to pay _____ c/o Kids Entertainment a non refundable, non returnable deposit of _____ of the Engagement fee, in the amount of _____ upon receipt of the contract.**
5. **FULL payment, OR THE BALANCE thereof, whichever is applicable, will be made to _____ c/o or Kids Entertainment or otherwise, as the Agent may direct in a cover letter or Facsimile.**
6. The Engager will be responsible for providing at its own expense:
 - (a) the Venue at the Set-Up Times and the Performance Times, well-heated or air conditioned as appropriate, lighted, clean and in good order;
 - (b) security, ushers and front-of-house-staff;
 - (c) clean and adequate dressing rooms for the Artist and all members, accompanists and assistants of the Artist; and
 - (d) all necessary business permits, licences and public performance copyright licences.

7. The Engager will be responsible for ticket sales and advertising of the Engagement. Subject to the Artist's prior commitments, the Artist agrees to be available on the dates of the Engagement for reasonable publicity schemes to promote the engagement. The Artist will also supply samples of promotional materials which the Artist controls with respect to the Engagement; additional quantities of such materials will be supplied and delivered by the Artist subject to availability **at the Engager's expense**. Engager shall reimburse Artist for the supply and delivery of such materials immediately upon receipt of documentation evidencing such expenses.

8. The Artist will render the Artist's services hereunder to the best of the Artist's ability.

9. The Engager will ensure that no filming, taping, recording or reproduction of any sort will be made of the Engagement or any element thereof without the prior written consent of the Artist.

10. No other persons will perform with the Artist or prior to or subsequent to the Artist hereunder without the prior written consent of the Artist and in no event will advertising of the Engagement include references to performers other than the Artist without prior written consent of the Artist.

11. If the Engager cancels in whole or in part the Engager will nevertheless be responsible for full payment of the Engagement fee as stated above.

12. Neither the Engager nor the Artist will be responsible for delays or contingencies arising from act of Force Majeure. The Engager hereby agrees to indemnify and save harmless the Artist and the Artist's representatives, successors and assigns from and against any and all costs, damages, losses, demands, claims, actions and causes of actions whatsoever arising from or connected with the Engagement to the extent same do not arise from any act or omission within the reasonable control of the Artist. In the event that the Artist breaches this memorandum of agreement or otherwise is liable to the Engager in connection with the Engagement, the Artist's liability will not exceed the total amount theretofore received by the Artist from the Engager, pursuant to Paragraph 3.

13. The Engager will maintain public liability and property insurance in respect of the Engagement in a minimum amount of \$1,000,000, to insure against, among other things, loss or damage due to theft, fire and liability for death of or injuries to the Artist or other persons and other loss or damage to personal property.

14. The Engager agrees to supply to the Artist or as the Artist may direct 10 complimentary tickets for each performance of the engagement in the first 12 rows of the centre orchestra section of the venue. In addition, for each performance of the Engagement the Engager will hold at least 10 tickets available for purchase by the Artist (at the normal price to the public) until at least noon of the date preceding the performance.

15. This Memorandum of Agreement cannot be modified except by a written instrument signed by the parties hereto. This agreement will ensure to the benefit of and bind the parties hereto and their respective heirs, successors and assigns.

16. This Memorandum of Agreement will be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

17. The Agent is authorised to execute this Memorandum of Agreement as agent for and on behalf of the Artist, but does not assume any liability under this agreement.

18. The Artist reserves the right to acknowledge its corporate and government sponsors in house programs and lobby signage where appropriate.

19. The technical specifications attached hereto, as Technical Rider, are an integral part of this agreement. Engager hereby represents and warrants that the Venue meets and shall meet the specifications and has or will acquire at Engager's sole cost and expense any all equipment and personnel set forth therein.

20. All final technical load in / load out times as well as final performance schedule must be approved by Kids' Entertainment.

If the foregoing accurately reflects your understanding of our agreement, please so indicate by having an authorised person sign on your behalf and by returning all THREE copies of this Memorandum of Agreement to us. Your FULLY EXECUTED copy will be sent to you by return mail. This memorandum will then form a valid, binding and enforceable agreement between us.

THE ARTIST

By its duly authorised agent,
KIDS' ENTERTAINMENT

Per: _____
Authorised Signing Officer

Date: _____

**AGREED & ACCEPTED
THE ENGAGER:**

Per: _____

Authorised Signing Officer **Date:** _____

PLEASE NOTE: This is one copy of three sets of contracts. Please make sure you have signed ALL THREE sets.

**Performance Information Sheet for
CONTRACT #
Performance Date:**

**Please complete the following form and return to Kids'
Entertainment.**

Engager/Sponsor:

Address:

City:

State/Province:

Contact:

Contact Telephone:

Contact Email:

Venue Address: (if different from Engager/Sponsor)

Stage Door Address:

Loading Dock Door Address:

Contact Person:

Telephone: Email:

Technical Contact:

Telephone: Cell Phone:

Email: Emergency Phone:

Alternate Venue Contact:

Telephone: Email:

Area Hotel (1st choice):

ACCOMMODATIONS

Address:

Contact name:

Phone:

Room Rates (approx):

Area Hotel (2nd choice):

Address:

Contact name:

Phone:

Room Rates (approx):