

## **Agency or Artist Contract Edits/Additions**

*Note: These notes were not compiled by a lawyer. If you need legal assistance, please consult a qualified attorney.*

### Deal Terms, Payment Schedules:

- All Inclusive means the fee should include amenities including lodging, transportation, and backline. If your guarantee is all inclusive, you should mark as such if not already defined.
- Company Check, ACH or Wire Transfer
- Strike mention of certified funds, cash, money order, etc.
- Purchaser may withhold state and federal taxes from payment as per current tax law.
- Deposit Issued 30 Days Prior to Engagement With Receipt of Fully Executed Contract.
- At mention of Artist Rider:
  - o Rider As Amended
  - o Artist Rider is Subject to Existing Venue Facility, Stage, Sound and Lighting Systems.

### Hospitality Or Meals:

- Waters & dinners provided onsite verses \$xx per person cash buyout in lieu of hospitality and catering

### Hotel Accommodations:

- If providing, ensure # of rooms and nights are defined.

### Set Times/Duration:

- Clearly indicate the correct gates time (if applicable), support (if applicable), and headliner time & duration of performance.
- Set Times Subject to Production Advance

### Merchandising:

- If there is a split of sales, ensure it is clearly defined. If you are not responsible to sell: ARTIST is responsible to operate and manage all merchandise sales and inventory and to pay applicable sales taxes, if any.

#### Audio/Video Recording & Photography:

- Purchaser will use best efforts to prevent unauthorized recording and professional photography.
- Performance will be streamed to screen at side of stage for sight enhancement.
- At Purchaser's expense, Purchaser may film, video and/or photograph the performance which may be incorporated in or used in connection with media productions created by or agreed to by Purchaser for fundraising, promotional, or archival purposes only. Purchaser shall not use any of the recordings for any commercial purpose whatsoever without written consent and approval by the Artist.

#### Controlling Authority:

- Example clause: Artist shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and Artist shall have the sole right or may see fit to designate and change at any time the performing personnel.  
**> OTHER THAN ARTIST HEREIN SPECIFICALLY NAMED, AND MUST BE MUTUALLY APPROVED.**

#### NAME/IMAGE/LIKENESS:

- Example Clause: Purchaser agrees to properly bill and advertise the artist according to the contract and contract rider, the PURCHASER agrees to indemnify the ARTIST, the ARTIST'S management Company, and ARTIST'S agent from all damages, including Attorney's fees, incurred as a result of ~~improper billing or unauthorized promotion of the ARTIST and the enforcement of the artist's rights hereunder.~~  
**> a third party claim related to or resulting from Purchaser's gross negligence or willful misconduct.**

#### Entire Agreement:

- The attached Purchaser's addendum is an integral part of this agreement and made a part hereof.

#### Term and Termination:

- Example Clause: . In the event Purchaser ~~refuses or neglects to provide any of the items or to perform any of its~~ obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. **> has not performed its material and agreed upon**

#### Producer's Right to Cancel:

- If Producer cancels for reasons other than an Act of God or an uncured Purchaser breach, Producer agrees to return the deposit to Purchaser as well as reimburse Purchaser for any documented and non-refundable expenses related to the engagement.

#### Inclement weather or Force Majeure:

- In the event of sickness, accident, inclement weather or force majeure, Artist to make a good faith effort to reschedule performance.
- Provided Artist is ready, willing, and able to perform.
- In event of cancellation by Producer in advance of the performance date, all deposits to be returned to Purchaser.

#### Governing Law and Dispute Resolution:

- Example Clause: This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of **[YOUR STATE]** without giving effect to the principles thereof relating to conflicts of law....
- Common Strike: Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO,

~~**AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.**~~

Indemnification and/or Insurance:

- Except as caused by the negligent or willful misconduct of the Artist, Producer, et al.
- Artist must provide current liability insurance for its own negligence & workers comp. insurance for its own employees.

Confidentiality:

- Attendance may be reported to performing rights organizations, industry publications, and for purposes of grant funding as needed.

Tour Sponsorship:

- Should ARTIST have a tour sponsor(s), ARTIST will inform PURCHASER of such sponsor(s) in writing upon confirmation, and, in the event of any conflicting sponsorship issues, ARTIST will work with the PURCHASER to resolve them in a mutually satisfactory manner.

Sponsorship:

- Purchaser reserves the right to select local corporate sponsors for the festival site, stage and/or event which would not be detrimental to the image of ARTIST. Advertising will only indicate sponsorship of the stage, site and/or event and will in no way indicate or imply ARTIST'S endorsement of the sponsor or sponsor's product/services. Sponsor logos will appear on the scrims on sound wings and on sight enhancement video screens.

Covid Stipulations or National Pandemic Ruling:

- In the event this engagement is cancelled upon rule, regulation, order or recommendation of any state, federal or local government agency or by VENUE in response to any public health threat or national pandemic such as the outbreak of a highly communicable disease, the Agreement between PURCHASER and ARTIST may

be postponed, rescheduled or if need be cancelled by Purchaser on written notice to ARTIST without further liability on either party.

- Venue complies with state and local health department requirements & recommendations. Any additional precautions set forth by the artist are subject to advance and mutual agreement.

#### VIP Lift to Artist:

- Barring no additional venue expenses be occurred from the entirety of VIP operation.

### **Common Rider Edits/Additions**

- Not to Exceed Approved Budget
- Subject to In-House Stage, Sound and Lighting Systems. (can be broken apart as needed)
- Subject to In-House Backline and Inventory (Add link to venue tech pack if applicable)
- Subject to Existing Facilities and Inventory
- Subject to Advance
- Purchaser Does Not Provide Transportation/Lodging/Backline (as applicable)
- \$xx per person cash buyout in lieu of hospitality and catering (as applicable)
- No alcohol, after show food, or bus stock provided by Purchaser (as applicable)
- All production requirements to be mutually agreed upon during advance.  
Production Advance Will be with \_\_\_\_\_, Production Manager: xxx-xxx-xxxx or [xxx@xxxxxxx.org](mailto:xxx@xxxxxxx.org)
- Security for stage or dressing room(s): The onsite production crew will make a reasonable effort to watch over Artist's gear but will not assume responsibility or liability for its safety.