PERFORMANCE AGREEMENTS

The following guide offers tips and suggestions about what to include in a Performance Agreement.

Please note this is not a contract template – it is based on suggestions from those working within the music industry to provide a useful framework from which you can base your own Performance Agreement.

Some organisations – such as the Music Managers Forum – offer templates for their members to use. You can find out more about the MMF at: www.mmf.co.nz

A: STATING THE AGREEMENT BETWEEN TWO PARTIES

- Stating who the agreement is fixed between
- Listing all the parties involved within the agreement
- The length of the contract if it is for more than one show

For example:

PERFORMANCE AGREEMENT

Between:	(Artist), C/- (Artist Representative)
And:	(Contractor), (Contractor Address)
Term:	(Length of contract)

B: SUMMARY OF PERFORMANCE DETAILS

- Performer
- Venue
- Date
- Performance duration

For example:

Performer:	(Artist)
Venue:	(Name of venue and address)
Date:	(Date and time of performance)
Performance duration:	(Length of performance, including or not including support acts)

C: TERMS AND CONDITIONS FOR A BASIC AGREEMENT

This could include a number of different factors that pertain to the artist's performance terms. It's up to you to decide what is fixed or open for negotiation between you and the contractor. Some examples include:

Performance fee: State your agreed performance fee in the agreement. This could be a guarantee (a fixed fee to be paid to the artist, regardless of the number of attendees) or a percentage of the door take, a percentage of the bar, a combination of guarantee plus percentage of door etc.

PA and Lighting Production: You may require the contractor to supply and/or pay for the PA and lighting production. In most cases, the venue will have an in house PA that they own and operate and will charge a hireage fee. As with possibly having your own sound engineer, you may travel with your own PA that you know and trust.

Support Acts: Determine whether the artist or the contractor will provide and pay for support acts, the length of their performance, and who will provide backline to share and the sound engineer.

Sound Engineer: You may require the contractor to supply and/or pay for a sound engineer. Or alternatively, you may be very strict about using your own sound engineer who knows how to mix your sound inside out. This is a very important detail to clarify, as the absence of a sound engineer could potentially end the show!

Sponsorship for the Event: You may have a sponsor lined up for the event, and it's your responsibility to let the contractor know. It's important because it may not fit with their venue's aesthetic and branding, and the venue may have an exclusive agreement with suppliers ie. they only sell a specific beer brand.

Promotion: Depending on what you have negotiated, the contractor may be the acting promoter. In this case it is their responsibility to organize and pay for all promotion in their area. This may include radio, print ads, music TV advertising, posters etc. Whether you, the contractor, or both of you are looking after promotion it's best to establish a list of who is responsible for what and attached it to the Performance Agreement, to avoid any confusion later.

Hospitality Rider: This is a list of requests for the comfort of the artist on the day of the show, often provided close to show time. This may include snacks, beverages, towels, ice etc. Remember to not be overly ambitious, and be considerate towards the contractor's budget and venue capabilities.

Food & Accommodation: Some contractors may provide you with food and accommodation within or outside the venue when you're playing a show away from your hometown. When negotiating this, remember to be clear about how many people need accommodation & food (as well as any special dietary requirements for the artists and crew) and then list the agreed details in the Performance Agreement.

Times & Curfew: Establish what time the doors start for entry, the start/end of the performance, and make sure it complies with the curfew of the venue.

A: SIGNING OFF AND BINDING THE AGREEMENT

Once the terms have been agreed to, all parties within the agreement sign the contract to fix this as a legally binding document.

For example:

Signed: Date:

(For XXX on behalf of the Performer)

Signed: Date:

(For and on behalf of the Contractor, venue/company name)

Between: (Artist), C/ - (Artist Representative)

And: (Contractor), (Contractor Address)

Term: (Length of contract)

Performer: (Artist)

Venue: (Name of venue and address)

Date: (Date and time of performance)

Performance duration: (Length of performance including/not including support bands)

Description:

1. The performance fee for this event will be _____
2. The contractor will provide and pay for lighting production and lighting operator.
3. The performer will provide and pay for the support acts.
4. The performer will provide and pay for a sound engineer.
5. The contractor will provide and pay for all promotion for the event.
6. The contractor will provide the negotiated hospitality rider ___ minutes/hours before show time.
7. The contractorwill provide food and accommodation for x6 people.
8. The presenting sponsor for this performance is _____.
9. The show will be over by _____ am/pm to comply with the venue's license/curfew.

Signed: Date:

(For XXX on behalf of the Performer)

Signed: Date:

(For and on behalf of the Contractor)