

APPENDIX

TEMPLATE ARTIST AGREEMENT

DARWIN SKI CLUB



Darwin Ski Club

"We don't offer any special treatment to particular artists, and always strive to treat all artists fairly, equally and with respect, making sure our artists feel welcomed and at home within the venue. We've proudly supported new artists by offering them regular gigs, which has resulted in increasing their profiles and following within the local community or travellers from interstate or overseas."

TEMPLATE ARTIST AGREEMENT

INSERT VENUE NAME
and
INSERT ARTIST NAME

Artist Agreement

This agreement is made on: 00/00/00

BETWEEN

INSERT VENUE/BUSINESS NAME

C/O INSERT ADDRESS (ABN: INSERT ABN NUMBER)

(The Venue)

AND

INSERT ARTIST NAME

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

(The Artist)

This Agreement will bind the Venue 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 Venue 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 Venue 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 Venue to breach any of the conditions of the permits or consents that the Venue 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 Venue may record and/or film, or arrange for the recording and/or filming of, the Performance, and that as between the Artist and the Venue, the Artist is the owner of the copyright in any such sound recording or film of the Performance, although the Venue 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 Venue 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 Venue 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 Venue 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 Venue and the Venue shall be entitled to set off such an amount or amounts against the Fee due to the Artist.

3. ADVERTISING AND PROMOTION

- (a) (a) The Venue must publicise the Event.
- (b) (b) The Artist grants the Venue the right to use its name and approved photographs, likenesses and biographies to advertise and promote the Event. The Artist will provide the Venue 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 Venue with an up to date stage plot, inputs list and instrument list.

5. RESPONSIBILITIES OF THE VENUE & THE ARTIST

- (a) The Venue 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 Venue is responsible for obtaining the necessary licences from OneMusic Australia.

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 Venue 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):
 - (i) any act of fraud or dishonesty;
 - (ii) any act which may injure or endanger any other person;
 - (iii) any act which may directly or indirectly damage the reputation of the Event or the Event; or
 - (iv) 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 Venue may in its absolute discretion terminate the Agreement.
- (d) Except where the Agreement is terminated due to breach by the Venue, on termination the Artist will not be entitled to payment under the Agreement and the Artist must refund to the Venue 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 Venue, then the Venue 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 Venue (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 Venue (or its officers and employees).

8. SPECIAL CONDITIONS

- (a) The Artist will attend in accordance with the call sheet issued by the Venue prior to the performance date.
- (b) Without the express consent of the Venue, the Artist(s) may not invite guests to the backstage and/or secure areas of the Venue.

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 Venue in writing, and obtain the approval of the Venue (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 **[State]**, Australia.

SCHEDULE 1

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 artist at 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 Event Mangers Details
Item 5	Artist(s) Fee	\$XXX.XX 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.
Item 8	Technical Support & Equipment Requirements	The Venue 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: (a) 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 (b) 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 Venue/Event Details

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

Signature: Witness Signature:
Name (PRINT): Name (PRINT):
Date: Date: