

Guild booking agreeemnt.docx

THIS AGREEMENT is made this XX day of XX 2018

BETWEEN (Client)

AND (Artist)

1. Material Terms

- a. Fee: XX
- b. Cancellation Fee: XX
- c. Set Duration: XX
- d. Performance Date: XX
- e. Performance Time: XX
- f. Performance Venue: XX
- g. Client Contributions: Travel costs, accommodation, meal, drinks
- h. Artist Contributions: XX
- i. Stage Accessories: Mic, PA, lights
- j. Promotional Activities: XX

1. Engagement

- a. The Client has engaged the Artist(s) to perform a comedy set for the Set Duration on the Performance Date at the Performance Time at the Performance Venue.
- b. No additional appearances or activities are expected of the Artists unless expressly agreed to in writing by both parties

1. Remuneration

- a. The Client shall pay the Artist the Fee as remuneration as full consideration of the services and rights granted in the Agreement
- b. If not paid on the Performance Date, the Client shall pay the Fee within ten days of receiving an appropriate invoice
- c. Should the performance be cancelled after the signing of this agreement, the Client shall pay the cancellation fee within ten days of receiving a valid invoice

1. Allowances

- a. The Client shall provide or pay for the Client Contributions, and the Artist shall provide or pay for the Artist Contributions (Together the 'Contributions'), in advance
- b. Where either party fails to provide or pay for the Contributions, the defaulting party will reimburse the other within five days of receiving evidence the other party has incurred expenses as a result.
- c. The Client shall provide the Artist with XX complimentary tickets

1. Stage Accessories and Properties

- a. Unless expressly agreed in writing by both parties prior to the signing of this agreement, The Client will provide a lighted, fully seated and proper venue in good condition and free from interrupting noise, together with the listed Stage Accessories
- b. The Client will be responsible for maintaining and effecting their own property including public liability insurance as relevant

1. Promotion

- a. The Client warrants that it shall arrange for and pay for all promotion and media advertising related to the performance unless expressly agreed in writing by both parties prior to the signing of this agreement
- b. The Artist will supply materials such as photographs and biographical information as reasonably requested by the Client. The Artist will retain any copyright associated with any of these materials and they may only be used for the purpose of promoting this engagement.
- c. All materials created by the Client will be sent to the Artist for approval prior to being printed or distributed

1. Reproduction and Copyright

- a. The Client will have no broadcasting rights in relation to the performance. The Client may not film or photograph the performance without the express permission of the Artist
- b. The Client will make best efforts to ensure members of the audience do not film the performance
- c. The Client warrants that the Artist shall retain ownership of all intellectual property and copyright associated with the performance and shall not reproduce any element of the performance in any form without written approval of the Artist

1. Liability

- a. In the event of a cancellation of the Agreement by the Artist due to illness, injury or inability of the Artist to perform, or any unforeseen circumstances, the Artist agrees to work with the Client to find a suitable replacement
- b. The Artist shall not be held liable for any loss or damages arising from the agreement or the engagement

1. General

- a. This agreement is the entire agreement and supersedes all previous agreements
- b. The Client and the Artist are independent contractors for the purposes of this agreement, nothing written in this agreement shall be evidence of a partnership, joint venture or association of any kind between the parties
- c. The contents of this agreement shall remain confidential between the Artist and the Client
- d. This agreement shall be governed by New Zealand law

EXECUTION BY THE PARTIES

For the Client: _____ (Name) For the Artist: _____ (Name)

_____ (Signature) _____ (Signature)

_____ (Date) _____ (Date)