

Performing Agreements 101

Many performers, especially early in their career, agree to do live performances on a handshake or verbal agreement. While such agreements are legal, they are difficult to enforce. The more money involved in the performance, the more important a written contract becomes. It is advisable to have a simple standard contract for live performances and add special provisions in a rider/addendum to the standard contract when necessary. A performer should not be afraid to present a written agreement to a buyer -- the performer will look more professional and also will be more likely to get paid.

What to include in a Performance Agreement (a.k.a. Booking Agreement/ Engagement Contract):

Contract Basics

- Name and address of performer and buyer
- Date agreement was executed
- Date(s), time(s) and location(s) of performance(s)
- Compensation (fixed amount/guaranteed fee, percentage of door, whichever is higher, or both; advance/deposit; meals, lodging and transportation); who gets paid, when payment will be made and payment method. Note: Performers may want to ask for a portion of their compensation as a deposit. However, such advances should not be spent before the performance in case the show is cancelled, as the performer may have to return the money. It is also a good idea for performers to try to collect the balance of their compensation at the beginning of the show instead of at the end (ask for it and put it in the agreement if the buyer agrees to it). College and corporate gigs will usually provide meals, lodging and transportation, and benefits and public venue shows may not.
- Signature of both parties

Performance Details

- Nature of performance
- Number and length of sets to be performed
- Number and length of breaks between the sets
- Setup and sound check time
- Specific requirements/restrictions for performer/buyer (Announcing the performer, thanking a sponsor, attire or language, etc.)
- Other act that will be performing with you (i.e., opening or headlining act)/order of appearance; marquee billing order

Venue Details

- Admission fee/ticket price
- Capacity of venue
- Permits, licenses, insurance, security, royalties and taxes. Note: The buyer is usually responsible for these. However, performers should insure their own equipment and have permission/licenses to perform copyrighted material.
- Equipment, stage, sound, lighting and other technical requirements; who provides what and how
- Buyer's policy for food and beverage
- Right to sell merchandise on premises. Note: Smaller venues usually allow performers to do this with few, if any, restrictions (and performers often make a nice chunk of change from such sales). However, larger venues often have specific merchandise sales rules (and may also supply sales people).

- Right to record, broadcast/transmit, reproduce or photograph the performance and who controls/owns the reproduction. Note: The performer usually has the right to grant permission for such things.
- Advertising, press and publicity, if any. Note: The buyer usually has the right to use the performer's name and likeness to advertise and promote the performance. It's a good idea for the performer to provide the buyer with promotional materials and promote the show as well. An act with a bit more clout may also want to specify how and how much the buyer will spend on promoting the act, as well as any media/publicity limitations.

Other Issues

- What happens if the performance is cancelled (whether it's the performer or venue's fault) Note: Usually neither party is penalized if a show is cancelled with enough notice; however, it may depend on the type of show and can be handled in a variety of ways.
- Force Majeure/Acts of God such as weather or illness and other standard contract clauses
- Complimentary tickets/guest list, backstage passes, dressing room, agent terms, etc.
- The performer and the buyer should each retain a copy of the Agreement
- If a performer is not paid as agreed for a performance, small claims court may be the best option to collect the money (and potentially three times the amount as damages)