

Artist Negotiation and Contracting



Brian McCurdy
December 16th, 2015

Reminders

You can hear us, we cannot hear you!

Can't hear?

Try turning up your volume

Call in by phone or use your computer headphones

Have a question or comment? Use the chat box, any time.

Downloads

Slide presentation

Additional materials

Agenda

Nasty Contract Clauses

Negotiating the technical Rider (2)

The Art of the Split

Deposits and Withholding

Block Booking

Those Nasty Contract Clauses

Exclusivities

Sponsorship

Cancellation

Deposits

Comp Tickets

Weather

Accommodations

Transportation

Hospitality

Buy Outs

EXCLUSIVITY

Artists agrees that no additional performances shall be given within a 100 kilometers radius of the above stated engagements between August 15, 2015 and February 15, 2016 without the written permission of the undersigned. It is understood that permission will not be unreasonably withheld.

SPONSORSHIP

The PRESENTER will undertake to secure a local sponsor for this event upon the signing of this offer. Such sponsorship remains the presenters exclusive domain and local sponsorship benefits arranged by the PRESENTER supersede any obligations made by the artist or artist's manager.

CANCELLATION

The Purchaser agrees that The Artist may cancel any engagement hereunder for any reason by giving The Purchaser notice thereof at least forty-five (45) days prior to the date of such engagement.

DEPOSITS

Fifty Percent (50%) of the agreed guarantee shall be paid to The Artist as a down payment with the return of the fully executed contact agreement.

COMP TICKETS

The Purchaser guarantees The Artist's Tour Manager full access to any and all ticketing admission, receipts and financial statements relevant to the Engagement. The Purchaser may distribute no more than 20 complimentary tickets to proper newspaper, radio and television personnel. Distribution of these tickets upon approval of The Artist only.

The Purchaser shall provide The Artist with 20 complimentary tickets per performance if capacity is under 500, or 50 complimentary tickets if capacity is over 500.

WEATHER CANCELLATION

Survey Question: How many of you have had a cancellation due to weather.

Provided that The Artist is ready, willing and able to perform pursuant to the terms hereof, payment of any guaranteed compensation hereunder shall be made notwithstanding that inclement weather may render a performance impossible or unfeasible.

ACCOMMODATIONS

Where The Purchaser is to provide accommodations for The Artist, The Purchaser shall provide 10 (ten) single rooms at a local National chain Hotel (e.g. Holiday Inn, Ramada Inn etc.)



TRANSPORTATION

The Purchaser shall be responsible to transport The Artist to and from the airport upon arrival and departure. The Purchaser shall be responsible to transport The Artist to and from the Performance and soundchecks.

As The Artist may have some equipment it is advised that The Purchaser always provide a 15 passenger van for band and crew and one (1) cargo van for equipment & luggage. The Purchaser will cover all cartage and baggage and overweight Baggage charges for equipment flown with the band.



HOSPITALITY

Upon Arrival of crew for load-in:

Coffee/tea, soup & sandwiches, soft drinks, juices and bottled water, Fresh Fruit for 4(four) people, pasta salads (cold) for 4 (four) people, green salad for 4(four) people, condiments etc.

Soundcheck: Assorted drinks (water, coffee, tea, juice, pop)

Supper: In a room other than the dressing room, 10(ten) Hot Meals consisting of Salad or Soup, Meat, Vegetables, Bread, Condiments, served on china with stainless steel or silver cutlery, table cloths. Coffee/tea, soft drinks, and bottled water. Important: All food to be 100% Natural – No MSG or Preservatives-1 vegetarian traveling with group or a cash buyout of \$40 per person x 10 (ten) people

To be put in dressing rooms 1 hour before show:

Star's Room

- 2 Bottles of dry white wine, WOLF BASS (Australian) or ROBERT MONDAVI CHARDONNAY (California)

Band Room

- 1 deli platter with assorted meats, cheeses, breads and condiments for making sandwiches (Please no "Mock" meats). Must serve 6.(no pre-made sandwiches) Fresh fruit, 24 assorted juices juice & soft drinks,1 bottle of red wine, 1 bottle of white wine, 24 premium beer, 24-500 ml Bottles of non-carbonated mineral water (Evian), 6 small bottles Perrier, hot coffee and tea. 6 Face cloths for washing, hand soap, 12 towels.



BACKLINE EQUIPMENT

STAGE BACKLINE EQUIPMENT:

1. One (1) complete set of Yamaha Maple Custom Drums
 - a) One (1) 16" x 20" bass drum
 - b) One (1) 8" x 10" mounted tom with mounting hardware to mount tom onto bass drum
 - c) One (1) 9" x 12" mounted tom with mounting hardware to mount tom onto a stand
 - d) One (1) 14" x 14" floor tom or mounted on a stand
 - e) One (1) 16" x 16" floor tom or mounted on a stand
 - f) One (1) 5 1/2" x 14" wood snare drum
 - g) Two (2) DW 9002 double bass drum pedals with felt beaters. (One is a spare)
 - h) Eight (8) boom cymbal stands
 - i) One (1) snare drum stand
 - j) One (1) stand on which to mount 12" tom. (The 10" is the only tom mounted to the bass drum)
 - k) One (1) hi hat stand
 - l) One (1) padded drum throne with back
 - m) Cymbals: All cymbals must be Sabian with the HH Series preferred
 1. One (1) 20" medium ride 4. One (1) 8" medium splash
 2. Two (2) 17" medium thin crash 5. One (1) 10" medium splash
 3. One (1) 16" China cymbal 6. One (1) set 13" hi hats
 - n) Drum rug
 - o) All heads should be new and there should be spare heads for all the drums. Remo coated Ambassador for the snare and toms, Remo Powerstroke 3 for kick. Remo Clear Ambassador for the tom bottoms.



Keyboards - Stage right

- a) One (1) Roland XP-60 or Roland XP-80 synthesizer **NO SUBSTITUTIONS**
- b) One (1) Roland RD700, or RD600, **NO SUBSTITUTIONS**
- c) One (1) 6 channel on stage monitoring system to include:
 - 1. One (1) Mackie 1402-VLZ Mixer
 - 2. Two (2) JBL EON 15G2 (or Mackie SRM 450) powered speakers Note: if powered speakers are not available then a stereo Power amp and (2) two comparable speaker cabs will be fine.
- d) One (1) Ultimate Support Apex Stand to hold both piano and XP-60. Quick Lok 2 Tier Stand is not acceptable. Apex stand should include one pair of long arms and one pair of short arms.
- e) Sustain pedals for both keyboards
- f) One (1) adjustable piano artist bench, or adjustable throne whose seat height can go as low as 18 inches.
- g) One (1) Roland EV 5 expression pedal

Percussion: (Christmas and Specified Shows Only)!

- (1) Set (2) LP Congas with Double Stand! (1) Set LP Wood Bongos with Stand!
- (1) Yamaha YAMAHA YG-250DS70 STANDARD BELLS WITH X-STYLE STAND OR Similar!
- (1) Musser Tubular Bells with Hammers! (1) Percussion Stand with mounted Bar Chime, Cow Bell (10"), Tambourine (8")!
- (1) Splash Cymbal and stand! (2) Hand Held 10" Tambourines!
- (4) LP Sleigh Bells! (2) LP Shake-It! 1) Roland SPD-SX Sampling Percussion Pad! (1) Manhasset music stand with light

PIANO

1 Steinway C-9 foot Grand piano TUNED TO A 440 Piano should be tuned before band load in and touched up (if needed) after sound check

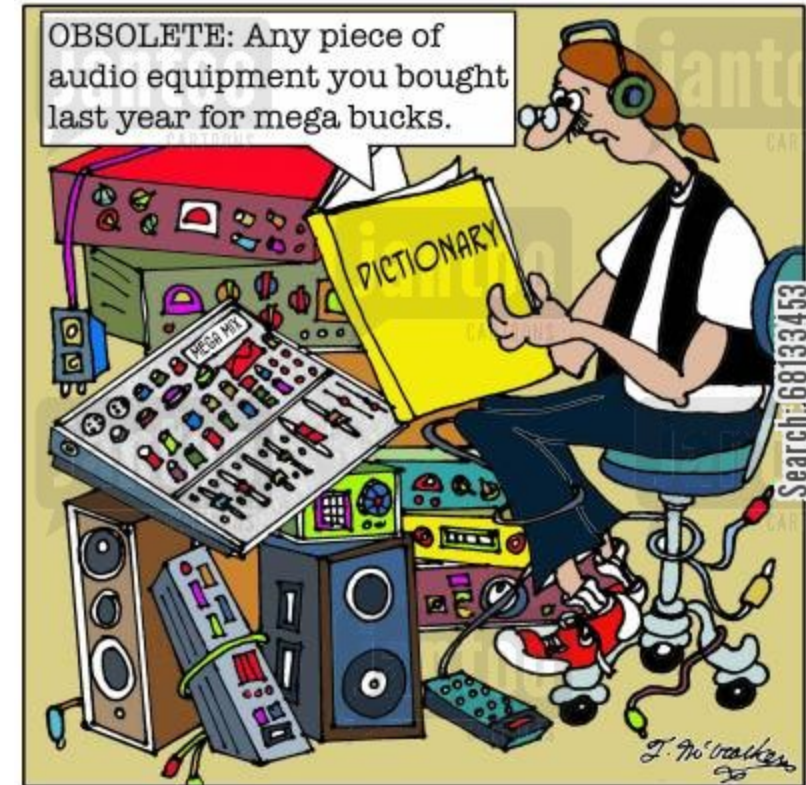


Technical Rider

SOUND REQUIREMENTS

One professional quality 40 channel mixing desk with a minimum of 4 auxiliary sends, VCAs, fully parametric equalization on each channel and insert points on each channel and sub groups. The board must also be equipped with phantom power and have dimmable work lights. The Artist prefers Avid Profile, SC48, Midas Pro 2, Soundcraft Vi6 consoles or Midas Heritage Series, ***analog mixing consoles***

One 24-48 channel monitor console preferred Avid Profile, SC48, and Midas with a minimum of 6 bi-amped discreet mixes and dimmable work lights. 4 x high quality comps if analog 4 x 31 band graphic equalizer (1 per mix as above) if analog 8 (includes a spare wedge) x high quality bi-amp monitor wedges (2 x 12 inch speakers and 2 inch horn preferred) adequate power for all monitors. 1 mix is for listen or cue wedge to be supplied for monitor operator.



LIGHTING REQUIREMENTS:

PURCHASER agrees to provide ARTIST at PURCHASER'S sole cost and expense, from a major lighting company, the following lighting requirements for the length of engagement hereunder.

1. A lighting system capable of implementing the ARTIST's design and must contain the following minimum components
 - a) Two (2) HMI spotlights in prime condition with experienced operators.
 - b) Source Four pars to adequately provide a 3 color wash (Cool Blue, Amber, Pink) of the entire set
 - c) Sixteen (16) Source Four Ellipsoidals (8 with R-33 & 8 with R-54 gels to be used as specials)
 - d) Twelve (12) moving lights (Vari Lite 1100, Chauvet QSpot 560, Mac250, 350 Entour) with standard gobos (waves, grids, etc.) and control
 - e) One (1) Reel FX DF-50 diffusion hazer
 - f) One (1) qualified lighting technician to set up and operate lights as per ARTIST's design.



The Split-Calculating Revenues & Expenses

Calculating Gross Potential

Allowable Expenses

Promoter Profit

The Split

SETTLEMENT

The Purchaser shall furnish The Artist with an estimate of expenses (Show Budget) pertaining to this Engagement. All costs in excess of this estimate shall be The Purchaser's sole responsibility unless otherwise in writing prior to the expense being incurred. Items in this Amendment, that are stated as "at no cost to The Artist" shall only be considered if they are listed on the estimate of expenses (Show Budget). ALL bills must be presented in Settlement and must be the original invoices. All advertising bills must state GROSS and NET amounts. The Artist shall be named as client and shall consider only Net amounts in the Settlement. Box Office Statements must be signed by the Box Office Manager or their designated representative along with that person's home address and phone number. Prior to the opening of the box office on the evening of the performance, the Purchaser shall provide the Tour Manager with a summary of all advance sales. Any tickets not accounted for shall be deemed to have been sold at the highest selling price available for this performance.

The Purchaser guarantees The Artist's Tour Manager full access to any and all ticketing admission, receipts and financial statements relevant to the Engagement.

The Purchaser may distribute no more than 20 complimentary tickets to proper newspaper, radio and television personnel. Distribution of these tickets upon approval of The Artist only. These Tickets must be manifested and be clearly marked "COMP" or "COMPLIMENTARY" on the face of the ticket.



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Poll 1: Have you had an artist contract with a split of profits?

Calculating Gross Potential

BOX OFFICE RECONCILIATION

2015/16

ARTIST					
PROMOTER:	PRESENTS				
DATE:					
LOCATION:	MAIN THEATRE				ACTUAL
# OF PERFORMANCES:					
Ticket Price		Ticket			
Total Paid	775	Price	\$59.00	HST	Total
				\$7.67	\$66.67
	REVENUE				
	Box Office - Ticket Sales				51,669.25
	HST 13% - included in Ticket Sales				5,944.25
	Capital Improvement Fund	\$ 1.50			1,162.50
	Box Office Service charges	\$ 2.50			1,937.50
	NET REVENUE				42,625.00

Actual gross tickets sales will most likely be less due to subscriptions and group sales discounts.

EXPENSES	Total	Rate	
Artist Fee			15,000.00
US Exchange			1,000.00
Box Office Set Up fee			100.00
Box Office Staff			150.00
Electronic Processing Fee		6%	3,100.16
Socan		3%	1,278.75
Tech	40	40.00	1,600.00
Theatre Rent - Performance			3,300.00
FOH Manager			175.00
FOH staff			650.00
Meal Buyout	\$30.00	4	120.00
Hospitality			250.00
Equipment Rental - External			150.00
Equipment Rental - Internal			25.00
Accomodations	\$ -	0.00	0.00
Advertising			5,000.00
Misc			<u>0.00</u>
TOTAL EXPENSES			<u><u>31,898.91</u></u>

NET REVENUE	42,625.00
TOTAL EXPENSES	31,898.91
15% Promoter profit	<u>4,784.84</u>
Total Expenses	<u>36,683.74</u>
NET REVENUE:	<u>5,941.26</u>
80% to Artist	4,753.01
GUARENTEE TO ARTIST	15,000.00
Net owing to Artist	<u>19,753.01</u>
PLUS HST	2,567.89
TOTAL TO ARTIST	<u>22,320.90</u>



Poll 2: Do you block book artists with other presenters, either formally or informally?

Block Booking

Working together for the Best Deal

Logical Tours – Splitting a Week

Shared Knowledge

Formal Block Booking – ON Presents

Backline & Transportation Sharing

Feedback Survey

Please take a moment and share your thoughts on this webinar...

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Next Session

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January 13, 2016

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January 20, 2016

Intermediate level : *Grant Writing for Success*

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