SAMPLE OFFER

Further to our discussions regarding performances by (Artist), below please find a formal offer on behalf of Imperial Theatre (Theatre) under the following conditions:

Artist to provide one performance (minimum 2 – 45 minute sets) on DATE at pm Atlantic in Saint John, NB at Imperial Theatre

Artist to receive a total guaranteed fee of $ in Canadian funds (plus HST, if applicable)

Theatres will provide ## economy round trip airfares from XXX , as well as ground transportation to and from the \_\_\_\_\_\_\_ airport; Artist to be responsible for all other costs associated with travel

Theatre will be responsible for all costs associated with promoting the performances (except as outlined in clause #10)

Theatre will provide local accommodation at an hotel of Theatre’s choice for the night of DATE (## rooms – room and tax only); Artist to be responsible for all other costs associated with accommodation

Theatre to supply required crew and make production equipment from existing inventory available to Artist

Artist to supply any additional production equipment/musical instruments required

Artist agrees to be available, at mutually agreed upon times, to meet with local media, in advance of performances, either in-person, by telephone, or by video conference call

Theatre retains the right to secure local sponsors for this performance. Such sponsorship remains Theatre’s exclusive domain and local sponsorship benefits arranged by Theatre supersede any obligations made by Artist—any benefits which are to be extended to existing tour sponsors secured by Artist will be the responsibility of and at the expense of the Artist. Artist agrees that Theatre may make an announcement prior to the performance to thank sponsors; Artist agrees not to thank their own tour or other sponsors without the express permission of Theatre.

 Artist to supply publicity and promotional materials, ALL THAT ARE AVAILABLE: including press kits, CDs, DVDs, posters, flyers, ad mats, broadcast quality video (for news and advertising), and photographs (colour slides and black & whites, hi-res digital) no later than DATE. Artist agrees that Theatre may utilize any promotional materials supplied by the Artist for publicity and promotion of the performance upon signing of this offer. Unless otherwise agreed between Artist and Theatre, Theatre will only use images, audio and video clips supplied by Artist for purposes of promoting the performance.

This performance may be part of series programming

Artist agrees to secure all documentation required to perform in Canada, and will be responsible for securing non-resident withholding tax waiver, if applicable (if no withholding tax waiver is received, Theatres are required to withhold 15% of the fee paid to Artist – information slips suitable for a foreign tax credit would be provided); Theatres will assist Artist as much as possible in the application process for a tax waiver. This clause intentionally deleted.

Artist agrees not to perform live (events open to the public, including school performances) within 100km of Saint John, NB between the date of DATE and DATE without written permission of the undersigned on behalf of the Theatre

Artist and Theatre agree that there will be no cancellation clause accepted as part of this agreement other than a “force majeure” clause

Artist agrees to give first right of refusal for any workshops, masterclasses, or other outreach activities in the Saint John area to Theatre and/or a local Sponsor of this performance or series

 Artist agrees to be available to attend a post-performance reception (if requested by Theatre)

Artist agrees that for merchandise sales, Theatre will receive a commission of 15% if Artist sells, and a commission of 20% if Theatre sells. If Artist is affiliated with or supporting another charity, the charity may put a display in the lobby, subject to Theatre’s approval in advance. If any items are sold, or given in exchange for a donation, Artist agrees that the regular merchandise commission will apply. Theatre will not provide complimentary tickets to any charity volunteers.

Theatre will produce a house programme for the performance. Content of the programme will be determined by Theatre; Theatre agrees to include up to 4 pages of content provided by Artist. The content appearing on the covers of the programme will be determined by Theatre.

If Theatres are paying for the cost of travel or shipping to New Brunswick and Artist adds additional performances at another venue as a result of such travel or shipping, all additional presenters or promoters (including Artist if self-presenting) must pay Theatres a pro-rated share (based on number of performances) of such travel or shipping.

Theatre will provide 10 (five pairs) complimentary tickets to Artist. Based on capacity of 860

You can indicate your acceptance of the above mentioned terms by signing below and returning the offer by fax to me at (506) #### or by email to ### @ XXXX.ca no later than:

THIS OFFER IS VALID UNTIL

DATE

(4:00 PM Atlantic)