**LETTER OF INTENT/OFFER**

The Burlington Performing Arts Centre, and XXXX dated January 16, 2015

|  |  |
| --- | --- |
| **Artist/Group Name:** | XXXX |
| **Title of Event:** | Concert |
| **Agent/Management:** | XXXXX |
| **Presenter:** | **The Burlington Performing Arts Centre**  **440 Locust St**  **Burlington ON**  **L7S 1T7**  **Tel:** 613-681-2551 6305 |
|  | **Contact:** Brian McCurdy  **Phone:** 905-681-2551 6305  **E-mail:** brian.mccurdy@burlington.ca  **Fax: 905-681-6002** |

**ARTIST FEES AND PERFORMANCE INFORMATION**

Performance Date: **October 17, 2015; 7:30pm**

Artist to receive a guaranteed fee of $XXXX for 1 performance

The guaranteed payment will be payable in full upon completion of the final performance. The Artist, upon signing of this letter of intent will issue a contract and rider to The Burlington Performing Arts Centre.

The performance will be no less than 90 minutes in length of performance including encore. The performance shall consist of two sets with one intermission.

Artists agrees that no additional performances shall be given within a 50 kilometers radius of the above stated engagements between July 17, 2015 and January 17, 2016 without the written permission of the undersigned**. It is understood that permission will not be unreasonably withheld.**

**CANCELLATION**

Other than the “force majeure” clause, there will be no cancellation clause accepted as part of this agreement.

The performance will include all materials, props, costumes, musicians, instruments, and all other equipment as required for the usual performance of the ARTIST.

**PRODUCTION/TECHNICAL EQUIPMENT**

This offer includes the use of the lighting and audio equipment which is part of the PRESENTER’s standard inventory. All other equipment required by the ARTIST will be supplied for the engagement by the ARTIST at the expense of the ARTIST.

Sound pressure levels during the performance will run at levels no higher than 85 dB continuous and 100 dB impulse (peak) as set out in the Safety Guidelines for the live Performance Industry in Ontario (as amended). Theatre technical staff should be consulted about sound and lighting set-up to maximize production quality, as their knowledge and experience with the venue is exemplary.

**OTHER RIDER REQUESTS**

There shall be no additional rider requirements attached to this agreement.   Any and all subsequent rider requirements submitted will be arranged for by the PRESENTER, and will be charged back to the ARTIST.  These variant charges will be deducted from the final payment cheque.

* + Ground/ air/ local transportation. – By artist at artist’s expense
  + Hotel – By artist at artist’s expense

The PRESENTER is unable to provide any alcoholic beverages for the artists and all requests will be struck from the rider before signature.

**PUBLICITY**

The ARTIST will provide via downloadable file and or weblink the following suitable publicity material upon the signing of this letter of offer to each venue:

* + A selection of online colour and black and white jpegs – 300 dpi or better.
  + 3 press kits, including biographical information and a detailed description of the event.

The ARTIST agrees that the PRESENTER may utilize such promotional materials for publicity and promotion of the shows upon the signing of this letter of offer.

The ARTIST agrees to be available, at mutually agreed upon times, to meet with the local media in each market, in advance of performances, either in-person, by telephone or by video conference call.

The ARTIST agrees that these publicity materials shall be made available to the PRESENTER in a timely manner.  Biographical material, press kits and photographs shall be available no later than March 1, 2015.

**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.

**TICKETS**

The ARTIST will be entitled to Four (4) complimentary tickets per performance.  Any additional tickets will be at the discretion of the venue, and may be subject to charge.

**FOREIGN ARTISTS**

The artist is responsible for obtaining all visas, work permits, bonds or other documentation pertaining to the engagement that may be required of them by Canada Customs and Immigration or by the Canada Customs and Revenue Agency.

**MERCHANDISE**

The Artist agrees the Presenter controls the sale of all merchandise and the Artist shall pay the Presenter a 20% commission of the total gross sales.  It is understood that the ARTIST shall be responsible for submitting federal and provincial taxes payable on the goods sold

**SPECIAL PROVISION**

Any benefits which are to be extended to existing tour sponsors secured by the ARTIST will be the responsibility and at the expense of the ARTIST

Please confirm this offer with the appropriate signature and email to the PRESENTER.

This offer expires at 5pm February 1st, 2015.

If there are any questions, please contact the PRESENTER at 905-681-2551 ext 6305

Thank you.

|  |  |
| --- | --- |
| -------------------------------------------  Brian McCurdy  Burlington Performing Arts Centre | -------------------------------------------  Accepted for the ARTIST |
| January 16, 2015  -------------------------------------------  Date | -------------------------------------------  Date |