

# A KICK UP THE 80s

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An agreement made on **[today's date]** between the "Management":

**[Management name and address]**

And the "Artists":

Performing collectively as the "Artiste" **A Kick up the 80s**

For the purposes of this document, each Artist as listed above shall be bound individually to the clauses herein, by way of collectively being known as the "Artiste".

Whereby it is agreed that the Management hereby engages the Artiste and the Artiste accepts the engagement to appear as known, under the terms and conditions and at the Venues and salaries stated herein.

The Artiste agrees to appear for 2 x 45 minute performance at:

**[Venue name and address] on [date]**

The Artiste will receive a fee of **£[net fee]**.

A deposit of **£[deposit]** is to be received within a month of the date of this contract. The balance of **£[balance]** shall either be paid in cash (GBP) on the day of the performance, or by cheque made payable to the named person at the end of this document, and received no less than 10 business days before the performance date.

## 1. Acceptance

- 1.1 This contract shall be deemed accepted when it is signed by both parties. Until such time any agreement made is non-binding.

## 2. Cancellation or Alteration

- 2.1 This contract does not allow for cancellation or alteration except by mutual consent in writing and signed by both parties.

- 2.2 If the Management decides to cancel this contract the following fees will be due to the Artiste:

Cancellation over 26 weeks before the performance	-	loss of deposit
Cancellation between 13-26 weeks before the performance	-	25% of fee
Cancellation between 5-12 weeks before the performance	-	50% of fee
Cancellation within 4 weeks of the performance	-	100% of fee

- 2.3 With outdoor events only, if the Artiste is prevented from presenting their act at any or all the performances due to inclement weather and providing that the Artiste arrives, then full fees are due.

- 2.4 No fee shall be paid to the Artiste if they are unable to perform by reason of any cause beyond the Management's control, such as National Mourning, War, Strike, Lock-out of the venue, Licensing or Public Authority order. In any event, notice must be given to the Artiste as soon as the Management is made aware of the issue, failing which reasonable expenses must be paid to the Artiste.

- 2.5 If the Artiste is unable to arrive at the venue on time or at all due to reasons outside of their control, such as traffic congestion, vehicle breakdown or accident which cannot be rectified by the recovery agency, the Artiste will contact the Management to inform them of the circumstances and to take the matter upon advisement. If after all reasonable steps have been taken the performance cannot take place the Artiste will not be liable for any loss or damages resulting from the cancellation and will not be responsible for providing alternative entertainment. The Management will not be liable for any fee to the Artiste.
- 2.6 If an Artist suffers any injury, disease or sickness which results in cancellation, the Artiste will contact the Management to inform them of the circumstances as soon as is reasonably possible. The Artiste will provide a written doctor's note and not be liable for any loss or damages resulting from the cancellation and will not be responsible for providing alternative entertainment. The Management will not be liable for any fee to the Artiste.

### **3. Existing Obligations**

- 3.1 The Artiste warrants that at the time of signing this contract that they are not under contract to any third party that might preclude them from fulfilling the engagement and that they will not subsequently enter into any such contract.

### **4. The Management will have responsibility for managing and providing:**

- 4.1 A minimum of 4, 13 amp sockets on-stage for Artiste's sound equipment and lighting.
- 4.2 A minimum of 2, 13 amp sockets off-stage for use by the Artiste's sound technician.
- 4.3 A raised stage area, of no less than 15 feet wide by 10 feet deep.
- 4.4 Uninterrupted access to the venue and stage area up to 3 hours before the first performance, to allow the Artiste adequate time for setting-up of equipment, sound-checking and preparation.
- 4.5 A secure, private and adequately equipped changing and rest area located immediately next to or immediately behind the performance area, to allow for between-set and mid-set costume changes by the Artiste and for private rest.
- 4.6 An orderly venue with a safe and secure environment for the Artiste to perform their duties. The Artiste reserves the right to cease the performance without notice upon uninvited interruption onto the stage by the Management or patrons during the performance. The Management will ensure that there is no unauthorised access to the performance area, or use of the Artiste's equipment at any time.
- 4.7 Public liability insurance to the value of at least £1,000,000 for the venue.
- 4.8 A recent Portable Appliance Test Certificate for the venue.
- 4.9 Light refreshments and snacks on the day of the performance.
- 4.10 That the Artiste can conclude their performance by 11.30pm latest. If changes or delays in the running order of the evening result in the Artiste playing later than planned, the Artiste may reduce the length of the show to accommodate the above time limit.
- 4.11 The ability for The Artiste to set up and take down and remove equipment from the room without affecting enjoyment or safety of the remaining guests.
- 4.12 Vehicular access directly outside the building's entry/exit doors, nearest to the performance area.

**5. The Artiste shall agree to be responsible for:**

- 5.1 Providing all necessary amplification equipment, musical equipment, lighting equipment and costumes.
- 5.2 All transportation to and from the venue and transportation costs.
- 5.3 Arrival at the venue in good time, to allow adequate time for setting-up of equipment and sound-checking. The Artiste shall not be liable for being unable to arrive or prepare for the performance due to circumstances outside of the Artiste's control, such as traffic problems, vehicle breakdown, inadequate or unavailable access to the loading area or performance area.
- 5.4 Adequate Public Liability Insurance whilst the Artiste's equipment is in place, or during the Artiste's performance.
- 5.5 Conducting themselves in a professional and courteous manner at all times.
- 5.6 Using any equipment provided with professional care and attention.

**I, the undersigned acknowledge that I have read, understand and agree in full to the terms and conditions above and that they will be adhered to in full:**

**Representing Artiste:**

Signature ..... Print Name ..... Date .....

**Representing Management:**

Signature ..... Print Name ..... Date .....

Please sign and return one copy of this document to:

Or scan and email to [contact@akickupthe80s.com](mailto:contact@akickupthe80s.com)