

**SUGGESTED BASIS FOR  
CONTRACT FOR THE SERVICES OF AN ARTIST  
PROVIDED BY A REGISTERED COMPANY**

**THIS AGREEMENT** is made on the.....day of .....200...

**BETWEEN**

..... (A.B.N. ....) a company  
duly incorporated in the State of .....in the Commonwealth  
of Australia with its registered office situated at.....,  
("the Producer")

**AND**

.....(A.B.N.....) a company  
duly incorporated in the State of .....in the Commonwealth  
of Australia with its registered postal address being.....  
.....("the Company") for the  
services of.....("the Artist")  
of postal address.....

**RECITALS**

**A.** The Producer proposes but does not undertake to present the first class production of  
the stage musical / play entitled .....("the Production").

**B.** The Producer has agreed that the Artist will rehearse and play the role of  
.....( "the Role") in the Production.

- C. The Artist has requested that the agreement relating to the rehearsing and playing of the Role be made as a contract for services between the Producer and the Company. Therefore, the Producer is not the employer of the Artist but has agreed to secure the services of the Artist by making this agreement with the Company.
  
- D. The Company has agreed to make available the exclusive services of the Artist to the Producer and the Producer have agreed to utilise those services on the terms and subject to the conditions of this Agreement.

**NOW IT IS AGREED AS FOLLOWS:**

**1. COMMENCEMENT OF SERVICES**

The Company will be required to provide the services of the Artist from the following date:.....

**2. SCHEDULE**

**2.1** The Rehearsal Period will be from (on or about).....until (on or about).....

**2.2** The Performance Period shall be from the date of the first public preview until the end of the term that the services of the Artist are required for.

**2.3** Date of first preview (on or about): .....

**2.4** Date of opening performance (on or about): .....

**2.5** Attached is a schedule of the rehearsals and performances.

**3. TERM THAT THE SERVICES WILL BE REQUIRED FOR**

The Company agrees to provide the services of the Artist for:

3.1 the specific period up to and including:.....

or

3.2 the run of the Production in: .....

*(venue/city/town and State/cities and/or towns and States)*

or

3.3 the run of the Production in Australia.

or

3.4 the run of the Production in Australia or New Zealand.

**N.B. Please delete the 3 above paragraphs that are not applicable**

**4. FEES**

4.1 In consideration of all services rendered and all rights contained in this Agreement being granted to the Producer by the Company for the services of the Artist under this Agreement the Producer shall pay the Company the following fees at the conclusion of each week:

(a) during the course of Rehearsal Period a fee of.....dollars (\$.....00) per week plus GST and pro rata thereof for any broken Rehearsal week; and

(b) during the course of the Performance Period a fee of .....dollars (\$.....00) per week plus GST for each week as so defined and covering a maximum of eight (8) public performances in any one (1) week or pro rata thereof for any broken Performance week.

- 4.2** The Producer shall not be liable to pay any fees to the Company for any day on which the theatre in which the Production is being performed at the time is closed by reason of royal demise, national mourning, war, fire, strike, lock-out, operation of any statute, order of any public body and/or authority or any act of God provided however that the closure is not due to any act or omission by the Producer.
- 4.3.1** The Company will provide to the Producer a GST tax Invoice consistent with *A New Tax System (Goods and Services Tax) Act 1999* prior to the making of any payments under this agreement.
- 4.3.2** The parties to this Agreement confirm that they are registered, or are required to be registered, pursuant to Division 23 of the Act.
- 4.4** In the event that the Artist is absent from work during the Term of this Agreement, it is mutually agreed that the Company shall forfeit any right to the fee as detailed in Clause 4.1(a) or (b) for the duration of the absence. The amount forfeited will be based during rehearsal on one sixth of the fee for each day and on one eighth of the fee for each and every performance not undertaken by the Artist.
- 4.5** The Company acknowledges that the payment set down in clause 4.1 represents the full and complete compensation for the Artist's services and includes all and any statutory entitlements required to be paid to the Company or the Artist under the provision of any Act, Award or Law, and the Company acknowledges that it shall not be entitled to make any further claim against the Producer for any additional compensation or entitlement of whatsoever nature relating to the Production.

## 5. FACILITIES

The Producer will provide on behalf of the Company the Artist with;

- (a) A ( ) dressing room at each venue; and
- (b) ( ) complimentary tickets for opening night.

**(amend as required)**

## 6. TERMINATION

- 6.1 Where the giving of notice to the Company is required under this clause, the notice requirement will be satisfied if the notice is given to the Artist rather than the Company.
- 6.2 This Agreement may be terminated by notice in writing from the Producer to the Company if the Artist is absent:
  - (a) during the period of rehearsal, from all rehearsal calls on three consecutive days or for an aggregate of five days; or
  - (b) during the run of the Production, from six or more performances during a period of three consecutive calendar weeks, or from more than sixteen performances during a period of three consecutive calendar months.
- 6.3 Should the Producer deem it necessary or desirable that the Artist should not play the Role, the Producer may during the rehearsal period or within two weeks from the date on which the Artist has first played the said part, either give the Company notice in writing terminating this Agreement, or where possible, give the Artist an alternative role.

- 6.4** If this Agreement is for a run of the Production or Productions the Producer shall give the Company not less than three weeks notice in writing of the conclusion of the tour, season or run except in a case where the tour, season or run has occupied five weeks or less at the time of the giving of the notice when the period of the notice shall be not less than two weeks.
- 6.5** The Producer shall be entitled by notice in writing to the Company to suspend and/or terminate the Artist's engagement if the production of the Play is abandoned or does not proceed or continue for any reason whatsoever and the Producer shall have no obligation or liability to the Agent or the Artist other than any sums accrued pursuant to clause 6.1 and three weeks additional fees.
- 6.6** If either party wishes to terminate this Agreement in circumstance other than those listed in the above sub-clauses (6.1 - 6.4) they may do so by giving eight (8) weeks notice to the other party.

**7. SUPERANNUATION, WORKERS' COMPENSATION, AWARD OBLIGATIONS AND INSURANCE**

- 7.1** The Company has responsibility for the following:
- (a) the payment of all employer superannuation contributions required to be made on behalf of the Artist under any legislation or industrial award;
  - (b) the payment of all workers' compensation contributions required to be made on behalf of the Artist under any legislation or industrial award;
  - (c) the payment of any employee entitlements under any legislation or industrial award, including, but not limited to, annual leave payments, holiday loadings and public holiday penalties; and

(d) ensuring that the Artist maintains all relevant insurances including but not limited to public liability, motor vehicle, sickness and accident and life insurance.

**7.2** The Company hereby indemnifies the Producer against any liability whatsoever in relation to any of the issues listed in clause 7.1.

**7.3** The Company shall provide the Producer upon request with a copy of all relevant documentation, including but not limited to valid certificates of insurance in relation to relevant insurances, for the items set out in the above sub-clause 7.1.

## **8. TAXATION**

**8.1** The Producer shall not make any deductions from the monies payable to the Company by the Producer under Clause 4 of this Agreement on account of income tax group tax payroll tax (if applicable) or otherwise.

**8.2** The Company and the Artist shall comply at all times with the requirements of all income tax and all payroll tax legislation.

**8.3** The Company warrants that it is the Company's responsibility to pay or procure the payment of all such income tax and payroll tax (if applicable) arising out of or in any way relating to the Artist undertaking the Role.

**8.4** The Company agrees to indemnify and does hereby indemnify the Producer from and against all liability for any such income tax and/or payroll tax (if applicable) arising out of or in any way related to the performance by the Artist of the Role.

**8.5** The Company acknowledges and agrees that it and the Artist have obtained independent legal and financial advice that their relationship to the Producer is one of independent contractor.

**9. DUTIES OF THE ARTIST AND STANDARD OF SERVICE**

The Company so warrants that the Artist will:

- 9.1** at all times during the period of this Agreement obey the reasonable directions of the Producer or the Producer's nominated and duly authorised representatives and the nominated Director of the Production;
- 9.2** obey and carry-out the reasonable directions of the nominated Choreographer of the Production;
- 9.3** obey and carry-out the reasonable directions of the nominated Musical Director of the Production;
- 9.4** obey and carry-out the reasonable directions of the nominated Assistant Director and/or Stage Manager of the Production;
- 9.5** use his or her best endeavours at all times to promote the success of the Production;
- 9.6** comply in all respects with the "Rules of the Theatre" as prescribed by the venue;
- 9.7** refrain from performing or otherwise exercising his or her talent in any way whatsoever for the benefit of any other company institution or person without the prior written consent of the Producer; and
- 9.8** refrain from altering his or her part or omitting any portion thereof without the express permission of the Producer or its representatives as so authorised.



**10. TRAVEL AND ACCOMODATION**

- 10.1** The Producer at its discretion will, for the term of this Agreement, provide the Company with:
- (a) (Economy/ business) class travel on an airline of the Producer's choice for travel which is directly related to the Artist's role as Artist of the Production;
  - (b) Any additional travel undertaken by the Artist during the term of this Agreement which is not related to the Production will be paid for by the Company and not by the Producer.
- 10.2** The Artist will receive ( ) per day for each night that the Artist is at the request of the Producer, away from the Artist's normal place of residence performing services in relation to the Production.
- 10.3** The Producer agrees to provide the Artist with ( ) accommodation in ( ) when the Artist is required to be away from his/her normal place of residence.
- 10.4** The Artist will provide the Producer with tax invoices and other accounting information and documentation in relation to this clause 10 as requested by the Producer.

**11. VARIATION OF THE ARTIST'S PART**

- 11.1** The Company warrants that the Artist shall not introduce into his or her performance any material which has not been previously approved by the Producer or its representatives as so nominated.
- 11.2** The Company agrees to indemnify the Producer against any claim made in the event that the use by the Artist without the written consent of the Producer of any such material infringes any copyright or any other intellectual property rights.

**12. PUBLICITY AND MARKETING**

- 12.1** On and after the date of signing of this Agreement, until the expiry of this Agreement, the Company shall ensure that the Artist is available at no additional fee to the Producer to engage in such reasonable publicity for the promotion and well-being of the Production as shall be so arranged by the Producer.
- 12.2** The Producer shall pay or reimburse the Company for all properly authorised and documented expenses incurred by the Artist in connection with such publicity.
- 12.3** The Company hereby warrants that the Artist consents to the use by the Producer of the Artist's name likeness and biographical data in connection with the Production and/or any publicity promotion or advertising relating to the Production.
- 12.4** The Company agrees to supply to the Producer on the signing of this Agreement six (6) 10x8 recent black and white photographs of the Artist and any colour transparencies for publicity use and possible programme publication by the Producer.
- 12.5** In the event that the Producer require additional copies of the photographs of the Artist the Company grants to the Producer the right to reproduce such photographs that may be required at the Producer' expense.
- 12.6** The Company agrees to supply to the Producer a detailed biography of the Artist's work which the Producer may use for publicity purposes or for use in the Production's official programme that shall be published by the Producer for the Production.
- 12.7** The Artist will be billed in connection with the Production in a manner, style and type to conform with the standard billing practice of the Producer.

### **13. COPYRIGHT**

- 13.1** The Company hereby grants and assigns with full title guarantee to the Producer the entire copyright (and where relevant by way of present grant of future copyright) in all the products of the Artist's services under this Agreement throughout the world for the full period of copyright and all renewals and extensions and the Company shall obtain from the Artist any consents or waivers the Producer requires under the Copyright Act (1968) in relation to any moral rights arising in the Artist's services throughout the world. The Company agrees to execute such documents as may be required by the Producer as a way of further assurance.
- 13.2** The Producer shall have the right to record and reproduce extracts of the Production which include the Artist's work or any part thereof in any film or other electronic media including but not limited to WebPages, netcasts and video extracts for use in promotional and publicity material including where appropriate sponsor promotion for the Production only, on television, radio or other electronic mediums for no additional remuneration under this Agreement.
- 13.3** Subject to sub-clause 13.2, the Producer agrees that it will not reproduce the Artist's performance of the Role in the Play for television, film, video cassette or any other form of audio visual or mechanical reproduction without the Company's prior consent. All Recording and Video Rights will be subject to a separate agreement.

### **14. CONFIDENTIALITY**

- 14.1** Neither party shall, during or after the term of this Agreement, disclose the terms of this Agreement to any other person or persons (except to accountants and/or legal advisers) whether directly or indirectly except as and when required by law to do so.

**14.2** The Company shall ensure that the Artist does not disclose to any other person or persons in anyway whatsoever (whether during the term of this Agreement or otherwise) any details of the activities of the Producer or with respect to the Producer' operations generally or the production of the Production without the prior written consent of the Producer.

**15. EXCLUSIVITY**

The Company agrees that the Artist shall not undertake any other paid engagements during the term of this Agreement without the prior and express written permission of the Producer.

**16. PAY OR PLAY**

**16.1** Nothing in this Agreement shall be deemed to obligate the Producer to use the Artist's services in the Production.

**17. INSURANCE**

**17.1** The Company agrees that the Producer may at is own expense apply for and take out life, accident and other insurance covering the Artist either independently or together with others in any amount which it may deem necessary to protect its interests.

**17.2** The Producer shall own all rights in such insurance and in the cash values and proceeds of the insurance and the Company shall not have any right, title or interest in any insurance.

**17.3** The Company shall cause the Artist to assist the Producer in procuring such insurance by submitting to the customary examinations and correctly preparing signing, and delivering any applications or other documents as may be reasonably required.

**18. SPECIAL CONDITIONS**

- 18.1** Any recording of a performance of the Production for archival purposes may be made by the Producer.
- 18.2** The Company warrants to the Producer that at the commencement of the Rehearsal Period, the Artist is physically fit to undertake the Rehearsal and Performance Periods of the Production and further warrants to the Producer that the Artist is not recovering from any previously sustained injury that may effect the Artist from maintaining the Artist's performance quality and/or obligations to the Producer under the terms of this Agreement.
- 18.3** The Company warrants that the Artist will undertake to complete all necessary forms that may accompany this Agreement for legal purposes and that of electronic banking facilities if so applicable.

**19. GOVERNING LAW**

This Agreement is governed by and construed in accordance with the laws of the State of \_\_\_\_\_ and all claims and disputes arising in relation to the Agreement will be submitted and determined under and pursuant to the laws of the State of \_\_\_\_\_ .

**20. INTERPRETATION**

This Agreement contains the entire understanding between the parties mentioned herein in relation to the Production and all other Agreements and understandings in relation to this are abrogated.

**EXECUTED** as an agreement

SIGNED for and on behalf of \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 by its duly appointed officer in the presence of: \_\_\_\_\_ )  
 \_\_\_\_\_ )

\_\_\_\_\_  
 Witness name (printed)

\_\_\_\_\_  
 Name (printed)

SIGNED for and on behalf of \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 by its duly appointed officer in the presence of: \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

\_\_\_\_\_  
 Witness name (printed)

\_\_\_\_\_  
 Name (printed)

### ITINERARY

Date	Location	Times	Activity (ie rehearsal performance etc)