

Artist Services Agreement 2017 Booking and Touring



The effective date for this agreement is January 15, 2017 – June 30, 2018.

Please read this booklet carefully, as payment of your annual fee indicates your full understanding and acceptance of this agreement.

The annual ASA fee supports ArtStarts' ability to offer artists a range of services, and entitles artists to a list of benefits, summarized below.

Artist Services and Benefits

- Opportunity to present and participate at the annual ArtStarts Showcase and Conference: artstarts.com/showcase
- Opportunity to present in the Contact Room at Showcase: artstarts.com/contactroom
- Listing in Artists on Tour Directory (print and online): artstarts.com/aotd
- Booking and touring services: See FAQ on artstarts.com/aotd
- Invoicing of performances
- Invitation to ArtStarts' events and professional development workshops for artists
- Subscription to ArtStarts' eNewsletter for Artists: artstarts.com/newsletter
- Online resources for touring artists: artstarts.com/resources-artists
- 50% discount on facility rentals at ArtStarts, based on availability: artstarts.com/rent

If you have any questions regarding this Agreement, please do not hesitate to contact
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Background

- A) ArtStarts is engaged in providing a range of services for artists and young audience presenters in schools and communities throughout BC. These include, but are not limited to:
- i) Publishing a directory of artists (the Directory), which contains marketing information about artists touring BC schools and communities.
 - ii) Producing an annual showcase for touring artists and representatives from school districts as well as community arts councils, parent associations, children's concerts series, etc (the Delegates).
 - iii) Providing booking and touring coordination services for artists to be contracted for performances, workshops and residencies (the Events), primarily with schools and districts but also with libraries, community centres, theatres and other venues throughout BC (the Presenters).
- B) The Artist wishes to use ArtStarts' services. The fee for these services will be set annually and when paid by the Artist will indicate their agreement with the terms and conditions of this Agreement. Payment will ensure that the Artist be included in the range of annual marketing, promotional, and touring and booking initiatives provided by ArtStarts during the year.
- C) ArtStarts reserves the right to deny renewal of the Artist Services Agreement in subsequent years if, in ArtStarts' sole discretion, the Artist does not receive positive reviews or a minimum number of bookings from Presenters.
- D) ArtStarts and the Artist mutually desire to enter into this relationship for their mutual benefit.

In consideration of the mutual undertakings set out in this agreement, the Artist and ArtStarts agree as follows:

Artist Directory

1. For inclusion in the Directory, the Artist must provide the information and materials listed in the document entitled "**Subscribe with ArtStarts for the 2017-18 School Year**" to ArtStarts by the specified dates.
2. The Artist will provide a current version of their Know-Wonder-Learn Chart(s) and/or Study Guide(s) for our files, and indicate permission for inclusion in the online Directory, as noted on the **ASA Payment Form**.
3. The Artist authorizes ArtStarts to use the Artist's photos and promotional material for the Directory. The Artist will select options for the use of photos and promotional material on the **ASA Payment Form** for media requests and ArtStarts publications including, but not exclusively, brochures, posters, website, e-newsletters, and Annual Reports.

4. The Artist understands that some district Presenters request District Selections for distribution to schools in their region. These District Selections are intended to facilitate the booking process; they highlight a shortlist of artists selected by district representatives, as well as a complete lists of available artists.

ArtStarts Showcase

5. The Artist understands that the ArtStarts Showcase is open to all touring artists. Entering into this Agreement entitles the Artist to apply for to showcase, but ArtStarts cannot ensure a showcase position.
6. The Artist shall ensure that their showcase accurately represents the performance, workshop or residency available to be booked by Presenters during the following school year.
7. Though ArtStarts cannot guarantee the number of bookings the Presenters will request, if the Artist is selected for and accepts a showcase, then the Artist shall reserve 4 weeks for BC school-based Events booked directly through ArtStarts.
8. If the Artist resides outside of BC and is selected for and accepts a showcase, then the Artist shall give ArtStarts booking rights for all their BC school-based Events during the term of this Agreement. This condition is subject to negotiation with ArtStarts, (for example, if the Artist has previous contractual arrangements with another booking agent, or if a Presenter has not previously booked through ArtStarts).
9. ArtStarts agrees to display a selection of the Artist's promotional material at the ArtStarts Showcase, whether the Artist is showcasing or not.

Booking of Events

10. ArtStarts serves as a liaison between the Artist and the Presenter. ArtStarts shall schedule the Events at the dates and times mutually agreed upon by the Artist and the Presenter.
11. The Artist must confirm the dates they are available to be booked by ArtStarts on or before the date set out in the document entitled "**Subscribe with ArtStarts for the 2017-18 School Year**".
12. ArtStarts shall deliver to the Artist an initial summary of Events requested by Presenters in the Preliminary Booking Summary.
13. The Artist shall indicate any necessary changes to the Preliminary Booking Summary and reply by email within 30 days following receipt. If ArtStarts does not receive confirmation within 30 days, the bookings will be considered cancelled by the Artist.
14. The Artist's acceptance of the Preliminary Booking Summary will serve as their agreement to undertake all the Events listed. ArtStarts will then issue contracts to each of the Presenters.
15. Only ArtStarts shall issue contracts to Presenters for the Events booked through ArtStarts.

16. ArtStarts will deliver to the Artist an Agreement on Contracted Events along with an updated Artist Itinerary and Payment Summary.

Artist's Performance Obligations

17. The Artist shall make all arrangements and cover all travel, accommodation, insurance, Workers Compensation coverage and any other costs in respect to fulfilling the performance obligations for each Contracted Event.
18. The Artist is responsible for preparing and delivering Know-Wonder-Learn Charts and/or Study Guides in advance to each Presenter and venue listed in the Agreement on Contracted Events. ArtStarts advises that Know-Wonder-Learn Charts and/or Study Guides be received by the schools at least 21 days prior to each Event.
19. The Artist is responsible for contacting each Presenter and venue one week in advance of each Contracted Event, in order to verify the venue location, date and time, audience size and composition, and specific technical requirements.
20. The Artist must be prepared to begin each Contracted Event within 15 minutes of the time scheduled in the Agreement on Contracted Events.
21. The Artist shall perform at each Contracted Event in good faith and at the date, time, and place set out in the Agreement on Contracted Events, and shall comply with all reasonable directions, requests, rules and regulations of the Presenter, including abiding by the Presenter's policy regarding sale of recordings or other merchandise.

Cancellation and Rescheduling of Events

The following outlines the policy for cancellation or rescheduling which includes any change to the date, time and/or location of the Contracted Event.

22. ArtStarts or the Artist may, with reasonable grounds for doing so, cancel any Contracted Event by giving 45 days prior notice. The parties may, by mutual agreement in writing, cancel a Contracted Event at anytime.
23. Artists who request the rescheduling of six performances or more after the date of signed Agreement on Contracted Events will be subject to a 2% rescheduling fee on the total Event Fee.
24. Presenters who cancel a Contracted Event with less than 45 days notice will be required to pay 15% of the Event Fee which will in turn be paid to the Artist.
25. Despite any other term of this Agreement, if any Contracted Event or part thereof is prevented or rendered impossible by reason of strike, lockouts, governmental restrictions, acts of God, non-availability of labour or materials, unavoidable casualty, civil commotion, war, fire, extreme weather conditions, power failure, or any other cause beyond the control of the parties or the Presenter and not caused by default or fact of commission or omission and not avoidable by exercise of reasonable effort or foresight, it is understood and agreed that there shall be no

claim for damage by either party to this Agreement and both their obligations in relation to that Contracted Event shall be deemed to be waived.

Fees, Invoicing and Payment

26. In this Agreement, Event Fees means the total remuneration that the Artist is entitled to for all services in relation to a Contracted Event.
27. The Artist shall confirm their Event Fees by the date set in the document entitled “**Subscribe with ArtStarts for the 2017-18 School Year**”. Once confirmed, the Artist shall not increase their fees for any Event booked by ArtStarts that takes place during the year covered by the Agreement.
28. The Artists and ArtStarts may, by mutual agreement, offer discounts on the Artists Event Fees to District Presenters who wish to block-book artists for multiple Events.
29. ArtStarts shall charge each Presenter a nominal Booking Fee that will be added to the Artist’s fees. All ArtStarts marketing materials include the Booking Fee in the listed fee ranges.
30. ArtStarts has an agreement, called the District Billing Service, with specific school district Presenters to invoice and receive payment directly for all Artist’s Events taking place in these districts. Participating Districts shall be invoiced for the Artist’s Event fee and ArtStarts booking fee together. ArtStarts shall then forward payment for the Artists Event Fee to the Artist on a weekly basis.
31. The Artist recognizes that the payment of the Artist’s Event Fees by Presenters using the District Billing Service is made via ArtStarts in Schools and for all other Presenters, payment is made directly by the Presenter to the Artists.
32. Unless previous arrangements have been made between ArtStarts and the Artist, ArtStarts shall issue all invoices on behalf of the Artist to each Presenter for the Artist’s Event Fees.
33. ArtStarts shall provide a Payment Summary to the Artist of all invoicing details including venue and Event Fees contracted with each Presenter, and shall indicate the Presenters participating in the District Billing Service on the Payment Summary.
34. It is the responsibility of the Artist to inform ArtStarts of their GST status.

Criminal Records Review

35. The Artist must ensure their compliance with the Criminal Records Review Act of the Province of British Columbia. To fulfil this requirement, the Artist must complete a Criminal Record Check through the British Columbia Ministry of Justice’s Criminal Records Review Program and have no criminal record found for the purpose of working with children.
36. ArtStarts requires proof of compliance with the Criminal Records Review Act of the Province of British Columbia as a condition of the Artist providing services under this Agreement.

Terms and Termination

37. This Agreement shall be deemed to have come into force, and to terminate, as of the dates written on the first page of this Agreement.
38. ArtStarts may terminate this Agreement, and remove the Artist from the Directory, by written notice to the Artist, without payment of compensation or other damages caused to the Artist if: (a) the Artist fails to pay the annual fee (b) the Artist breaches the criminal record provisions of this Agreement; or (c) the Artist fails to remedy, where it is capable of remedy, or persists in a breach of any of its obligations under this Agreement after having been required in writing to remedy or desist from such breach.
39. ArtStarts reserves the right to deny renewal of the Artist Services Agreement in subsequent years if, in ArtStarts' sole discretion, the Artist does not receive positive reviews or a minimum number of bookings from Presenters.

Indemnity

40. The Artist shall indemnify ArtStarts from and against any and all claims, demands, causes of action, costs, expenses, losses, damages, judgments and legal fees arising out of or resulting from (i) any breach by the Artist of any terms of this Agreement: (ii) acts done or words spoken by the Artist in connection with any Contracted Event and (iii) the failure of the Artist to present any Contracted Event or part thereof.

General

41. Any notice, waiver, consent, or other communication under this Agreement will be in writing if sent by courier, mail, fax, or email to the applicable address of ArtStarts and the Artist as set out on the **ASA Payment Form**.
42. This Agreement and any attached documents contain all the terms and conditions agreed upon by the parties with respect to the subject matter of this Agreement, and any other previous agreements, understandings, representations or warranties, written or not, are superseded by this Agreement.
42. No waiver of any breach under this Agreement shall be effective unless in writing, and any waiver in respect to any particular breach of this Agreement shall not constitute a waiver of any similar or subsequent breach.
43. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in that Province.

ArtStarts in Schools

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