

# LIVE PERFORMANCE AGREEMENT

(in accordance with *The Arts Professions Act*, S.S. 2009.Ch. \_\_\_)

Effective this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Between \_\_\_\_\_ and \_\_\_\_\_ (legal name) as represented by  
("Engager") (" Professional Artist")  
\_\_\_\_\_ (if Artist is represented by a corporation, agency, or manager )

DATE and START TIME of PERFORMANCE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

TYPE OF PERFORMANCE \_\_\_\_\_ (i.e. music, comedian, theatre etc.)

DURATION OF PERFORMANCE: \_\_\_\_\_  
(i.e. 1x 60 minute set etc.)

FINANCIAL CONSIDERATION: \$ \_\_\_\_\_ DOLLARS (CDN.) PAYABLE AS  
FOLLOWS:

- 1) The Sum of \_\_\_\_\_ immediately upon execution of this contract;
- 2) The Remaining Sum of \_\_\_\_\_ payable upon completion of engagement.
- 3) \_\_\_\_\_ percentage of other revenue ( door, merchandise etc.) details of which are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTHER CONSIDERATION and CONDITIONS: (technical and hospitality riders, hotel rooms, per diems, special equipment, travel costs, etc. including protocols respecting matters of importance to Aboriginal people)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TERMINATION: This Agreement can be terminated, upon written notice by either Party however if the Engager cancels this Agreement the Engager is responsible for payment of the entire financial consideration and any expenses outlined in this Agreement actually incurred by the Artist. If the Artist cancels this Agreement all financial consideration paid to the Artist and any expenses specifically outlined in this agreement actually incurred by the Engager shall be refunded to the Engager by the Artist.

DISPUTE RESOLUTION: The Artist and the Engager agree that any unresolved disputes between them respecting the interpretation or operation of this Agreement or any dispute respecting unpaid consideration shall be determined by a single arbitrator in accordance with the provisions of *The Arbitration Act* .1992, S.S. 1992. Ch. A-24.1 as amended from time to time.

GRANT OF RIGHTS: The Artist and Engager agree that this Agreement is for the provision of live performance services on the date listed above only and thus does NOT grant any other rights or licenses whatsoever including, but not limited to, the right to record the performance by any means whatsoever nor any future use of the performance(s) in any manner. Should the Engager require any other rights or licenses, including the right to record the performance(s) a separate agreement specifically providing for those rights shall be negotiated between the Parties and must be in accordance with the respective provisions of *The Arts Professions Act*, *supra*. Further, this Agreement is NOT to be interpreted as a waiver of any moral rights enjoyed by the Artist.

X \_\_\_\_\_  
ENGAGER

X \_\_\_\_\_  
ARTIST or AUTHORIZED REPRESENTATIVE