

This agreement made on ____/____/____ by and between the New Zealand Steel Pan Academy, identified hereafter as "The Artist" , and the Employer identified in (1) below.

The Employer identified above agrees to hire the Artist to perform at the place and time detailed in (3) below, the Artist agrees to provide performance services, under the following terms and conditions.

1. Employer Contact Information

Full Name _____

Address 1 _____

Address 2 _____

City _____ Post code _____

Phone _____ Mobile _____

Email Address _____

2. Artist Contact Information

Marion Titmuss, 22 Sargent Drive, RD 4, Katikati 3178, Bay of Plenty

Mobile: 021 043 6732 Home: 07 552 0794

3. Performance Details

The performance shall consist of a SOLO / Band (delete as applicable) steelpan performance accompanied by backing tracks.

Venue Address _____

City _____ Post code _____

Phone _____ Mobile _____

Email Address _____

Date _____ Start Time _____ End Time _____

Performance Attire Required (e.g. Island, Formal, Casual) _____

Employer Initials _____

Artist Initials _____

4. Performance Fees

The Employer agrees to pay the artist a fee of _____. This is for a Steeldrum SOLO or BAND act accompanied by background tracks.

Deposit to be 50% of the full fee at time of booking.

This balance of fee will be paid by the Employer to the Artist at the completion of the performance.

5. Performance Area

The Employer agrees to provide the Artist with a level, hard, sturdy surface on which to perform. This area shall be at least 5ft by 8ft in size for solo performances and 25X 30 for a full band performance, within 10 feet of a 15 Amp grounded electrical outlet, and protected from the elements. "Protected from the elements" means inter alia shaded at all times, and protected from rain/snow.

The Artists reserve the right not to perform if the performance area is not protected from the elements, as this may result in damage to the artists' equipment.

6. Set up and Tear down.

The Artists will arrive 1 hour prior to the performance start time, in order to set up their equipment. If the Employer expects them to be earlier than this for any reason, the Employer agrees that additional fees may be charged.

Once the performance is complete, the Artists may begin tearing down their equipment. If the Artists are not able to do so for any reason, and are substantially delayed, the Artists reserve the right to charge additional fees at overtime rates

7. Overtime

The Artists may agree to extend the performance at the request of the Employer. Any such extension will incur a fee of 1.5 times the hourly rate agreed paid in (4). Such fees are in addition to the agreed fee outlined in (4) above. Overtime fees will be paid by the Employer to the Artist at the completion of the performance.

The Artists respectfully reserve the right to decline requests for overtime for any reason. The Artist expects the Employer to understand without prejudice that (among other things) scheduling conflicts, transportation limitations (e.g. ferry/plane schedules) may prevent the Artist from being able to perform beyond the agreed end time.

8. Cancellation by Employer

The Employer agrees to give the artist as much notice as practical in the event of cancellation of the performance. In the event that the Artist is notified that the performance is canceled after having departed for the venue but prior to the scheduled start of the performance, the Employer shall pay the Artist half of the agreed performance fees set out in (4).

In the event that the Employer cancels the event in part or in full after the start time set out in (3) the Employer shall pay the Artist the full performance fee set out in (4).

Employer Initials _____

Artist Initials _____

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9. Cancellation by the Artist

The Artists undertake to give the Employer as much notice as practical in the event that they are unable to perform at the agreed date, venue and time.

The Artists undertake to make reasonable efforts to find suitable substitute performers under such circumstances. The Artist will refund all deposits and forfeit any claim on the remainder.

The Employer agrees to hold the Artists harmless from any claim, loss or damage suffered by the Employer.

10. Late arrival of the Artist

The Artists undertake to make reasonable provision to arrive promptly.

In the event that that Artists are not able to arrive promptly (due to, for example, vehicle failures, unusual traffic patterns, ferry/plane delays, or other events outside the control of the Artists), the Employer agrees to hold the Artists harmless from any resulting claim, loss or damage suffered by the Employer.

The Artists agree to pro-rate their fee under such circumstances, or to extend the performance end time if possible.

11. Delay of Performance Start Time by the Employer

If for any reason the Employer wishes to delay the actual start time of the performance, the Artist reserves the right to hold fast to the end time agreed in (3). Under such conditions the Employer agrees to pay the Artist the full fee agreed in (4).

12. Inclement Weather

Many performances by the Artists take place outdoors.

In the event that the performance is canceled by the Employer due to inclement weather after the start time agreed in (3), the Employer agrees to pay the Artist the full fee agreed in (4). If the Artist is at the venue or traveling to the venue and the performance is canceled due to inclement weather, the Employer agrees to pay the Artist half of the fee agreed in (4).

The Artists reserve the right not to perform or to halt the performance if they deem the protection from the prevailing elements to be inadequate at any time, or that the Employer has made no suitable arrangement to provide the required protection. The Employer agrees to pay the full fee agreed in (4) under such circumstances.

13. Postponement of the Performance by Employer

In the event that the performance is postponed by the Employer for any reason, the Artists reserve the right not to reschedule the performance.

Instructions: Please complete and initial pages 1,2 and 3 as indicated, and sign and date this page.
Please retain one copy for your records and mail one copy to:

Marion Titmuss, Director
New Zealand Academy of Steel Pan
Muritai Lodge, 22 Sargent Drive, RD 4 Katikati 3178

Employer Name (Please Print) _____

Employer Signature _____ Date _____

Artist Name _____

Artist Signature _____