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## **STANDARD VENUE CONTRACT FOR ARTIST/PERFORMER**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between **[Enter Venue Name and Address Here]** (hereinafter referred to as “Venue”), and **[Enter Full Name of Artist/Performer] and Address Here]** (hereinafter referred to as “Artist/Performer”).

Re: **[Enter subject, (e.g. Event name and date) Here]**

Notwithstanding anything to the contrary contained in the Contract:

1. Artist/Performer agrees to the following payment terms:

A fee of **[Enter fee here]** 50% to be paid upon signing of this agreement, 50% to be paid upon completion of the engagement.

Artist/Performer shall not be entitled to any compensation in the event of a failure or refusal to perform services hereunder, whether because of illness, accident or otherwise. Due notice in writing by certified mail, return receipt requested, of inability to perform services must be received by Venue, attention **[Enter Venue Representative Here]**, at least two days prior to date of performance. In the event of such failure to perform, all moneys paid to Artist/Performer by Venue shall be returned to Purchaser.

2. Artist/Performer acknowledges that the services to be rendered under the terms hereof, are of a special, unique and extraordinary character and may not be assigned.

3. Venue shall at all times have complete control of the services that the Artist/Performer, its subcontractors and agents render under the specifications of this contract.

4. The Artist/Performer, will provide all necessary equipment, including but not limited to musical instruments, costumes, props, audio visual aids, demonstration media, fixtures, stage sets, and devices.

5. Any and all publicity by means of poster, newspaper, radio, television or otherwise, shall be at the sole discretion and control of the Director of Marketing and Communications, and is subject to any rules and regulations formulated by Venue.

6. **Indemnity.** The Artist/Performer agrees to defend, indemnify, and hold harmless Venue, its successors and assigns, and their respective employees and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys’ fees incurred on account thereof, that

may be asserted by the Artist/Performer's employees, employees of the Artist/Performer's subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to the Artist/Performer's use of Venue facilities and/or its performance or nonperformance of this Agreement. To effect the foregoing, the Artist/Performer shall insert an appropriate provision into every subcontract they may enter into to provide services hereunder.

## **7. Insurance.**

For Incorporated Artists/Performers: In addition to Worker's Compensation, as required by law, the Artist/Performer shall carry Commercial General Liability insurance in the minimum amount of five hundred thousand dollars (\$500,000.00), covering all of the Artist/Performer's activities related to this Agreement. The Artist/Performer's liability policies shall name Venue as an additional insured. The Artist/Performer shall provide Venue with certificates of insurance evidencing the aforesaid coverage, prior to commencing Work pursuant to this Agreement. The amounts of insurance required to be obtained by the Artist/Performer hereunder shall not constitute a limitation on the indemnification obligations of the Artist/Performer.

For unincorporated Speakers/Artists/Performers: The Artist/Performer shall be responsible for her, his, or its own health, accident, vehicle and other insurance. Prior to the date of the performance hereunder, Artist/Performer shall provide Venue with a certificate of insurance evidencing the required insurance coverage.

8. Artist/Performer agrees to waive all rights, claims and causes of action arising from pictures, newspaper accounts, recordings and other reproductions that Venue may make of Artist/Performer's performance or display, provided that Venue's use of same shall be restricted to such activities as are permitted by law for non-profit education corporations.

**9. Compliance With Laws and Venue Regulations.** Artist/Performer and their contractors, employees and agents shall comply with all pertinent federal, state and local statutes, codes and regulations, and their contractors, employees and agents shall obtain and maintain in full force and effect, all necessary permits, licenses and authorizations required by governmental and quasi-governmental agencies. Artist/Performer shall advise Venue of all permits and licenses required to be obtained in Venue's own name for the services to be provided herein, and shall cooperate with Venue in obtaining same. Artist/Performer shall be responsible to ensure that its employees, agents and contractors abide by all Venue University rules, regulations and policies, including but not limited to security rules and regulations.

10. Except as may be preempted by federal law, this Agreement shall be governed by the laws of the *[Enter State Here]*, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the *[Enter State and County Here]*.

11. All notices or communications required or permitted to be given under this Agreement shall be in writing and hand delivered or mailed by certified or registered mail (such notice being deemed given when mailed) to the following:

If to **Artist/Performer**:

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If to Venue:

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Agreed to and accepted by:

*[Enter Name of Venue Representative Here]*

By: \_\_\_\_\_ Date: \_\_\_\_\_

*[Enter Name of Artist/Performer Here]*

By: \_\_\_\_\_ Date: \_\_\_\_\_