

Contract Negotiation and Execution

Hey programmers! Bringing a speaker or entertainer to campus?

- Please view this sheet as merely a guide with suggestions, not the answer to all contract questions. Please work with your advisor or another college employee if you have further or qualifying questions.
- Don't forget! GAP sends students to conferences each year to preview campus performers, if you are looking for a performer, check with their resources! Gap@allegheny.edu or x2377.

When negotiating a contract with an agent:

- Identify a date or possible dates for a program, you can call agents to book an act or speaker. We recommend working with an agent and/or act for which you have received a referral, have successfully worked with before, or someone who you have seen perform first hand.
- In general when seeking to employ a performer, keep an open mind and do your research. Ask the agent or performer for phone numbers of other schools that have booked the act so you can call for a recommendation. Ask those schools how the artist behaved on and off stage, about audience reactions, about working with the artist's management, and whether the artist posed any security risks.
- Find out when the act is going to be in our area. (If they seem unsure of our location describe using major cities like Cleveland, Buffalo, Pittsburgh, Erie). If they are in our area you can ask for a block rate, or call other schools/institutions that could schedule the act in a block.
- If the agent or performer asks what kind of budget you are working with, it is best to give them a conservative amount. Keep in mind, you don't know what travel, hospitality, technical requirements the artist has. (For major campus concerts as much as \$15,000 is added to the artist asking price plus payment of agent fees.)
- Get a quote for the performance and ask: Is it negotiable? It doesn't hurt to make a lower suggestion!
- Find out how much lodging they want ahead of time.
- Ask whether travel is included in the booking price, or whether that is paid separately (you may want to put a cap on that expense.)
- What kind of requirements do they have?
- What kind of production requirements do they have?
- Ask them to fax or send a copy of their hospitality and technical riders prior to signing a contract for your review.
- Once you identify a date, check the Master Calendar to ensure no conflict and desired location to make sure available. If everything fits, reserve location <http://scheduler.allegheny.edu>, provide event details that will appear on the Master Calendar.
- Do NOT assume any performance/event is a definite until you have SIGNED contracts by all parties in hand.

Review the Contract and Rider:

- Clarify any questions you might have, especially production requirements. Make sure whomever is helping you with the technical set up reviews the riders ahead of time so there are no surprises.
- Review the contract and ask an advisor to do so as well. Make sure you double check all details including date, time and location of performance.
- You can write and make corrections directly on contracts. Cross things out, write near that line, initial and date the correction so it is obvious which party made them.
- If you feel you cannot meet the requirements in the rider, (i.e random brands) cross these off and write on the rider pages that "Allegheny College will, to the best of their ability, meet the request of the rider within reason".
- Some good things to include as an attached Rider or as written addendums on the contract:
 - Arrival time for ARTIST in addition to playing time and set times. (If those are applicable).
 - A good rule of thumb: The word "exclusive" is used quite a bit as a way to make the PURCHASER responsible for most everything. Contracts are written on behalf of the ARTIST and need to be altered to indicate shared or mutual responsibility. As a rule, it is a good idea to cross out the word "exclusive" and replace with "in conjunction with Allegheny College (or group name)".
 - **EQUIPMENT:** The PURCHASER is not responsible for any equipment not specifically stated in this contract. The ARTIST agrees that if s/he does not use the equipment stated in this contract, s/he shall reimburse the PURCHASER for all rental costs of said equipment.
 - **ACTS OF GOD:** The PURCHASER shall not be liable or responsible for any failure to perform its obligations hereunder or for any loss or liability to ARTIST or PRODUCER, their agents, heirs, employees, guests, or assignees caused by or arising as a result of an Act of God or any other circumstances or event beyond the reasonable control of the PURCHASER.

- **RESCHEDULING PERFORMANCE:** If this contract is cancelled by either party or any reason, and ARTIST and COLLEGE (PURCHASER) agree, an alternate performance date at the fee contained in this contract will be scheduled at the earliest convenient date to both parties.
- **INCLUSIVITY:** Allegheny College (PURCHASER) is an inclusive institution and committed to the celebration of cultural diversity related to gender, race, creed, ethnic origin, sexual orientation, age, and physical disability. COLLEGE (PURCHASER) does not support censorship, but insists that artist thoughtfully plan the performance to reflect sensitivity to all COLLEGE (PURCHASER) Constituents.
- **DELAY OF PERFORMANCE:** The COLLEGE (PURCHASER) reserves the right to prorate and/or adjust the cost of services rendered, or to nullify this contract, if in the judgment of a professional staff member, ARTIST has caused unreasonable delay of the implementation of services, regardless of cause.
- **INABILITY TO PERFORM:** If, in the opinion of a professional staff member of the COLLEGE (PURCHASER), the ARTIST is unable to perform in a professional manner due to being under the influence of any intoxicating beverage or drugs, the COLLEGE (PURCHASER) may cancel this agreement. In such an event, ARTIST shall reimburse COLLEGE'S (PURCHASER'S) out-of-pocket expenses.
- **CONTROL OF PERFORMANCE AND DAMAGES:** The ARTIST will control the details and manner of performance, but is agreed to and understood that ALLEGHENY COLLEGE and PURCHASER shall have the right to direct the ARTIST to discontinue any activity constituting violation of state statute, applicable ordinances or directions of lawful authority. Damages to the premises, equipment or properties of PURCHASER caused by the ARTIST or his/her staff; either intentionally or through negligence, will be paid for by the ARTIST and may be deducted from the fee.
- **LIMITATION OF CONTRACT AND ADDENDUM TERMS:** No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement. This contract, along with the addenda contains all terms and conditions agreed upon by the parties hereto, and may not be amended other than in writing signed by all parties. All additions and deletions in this contract and its rider must be initialed and dated by both parties in order to be valid.
- **DEPOSITS AND METHOD OF PAYMENT:** No deposits or advance payments will be made prior to the first performance. Compensation shall be given following the performance via a College issued check. Any cash payments are against policy and will not be honored under any circumstances.
- **INDEMNITY:** PRODUCER and ARTIST shall provide certificate of insurance to Purchaser naming Allegheny College (PURCHASER) as additionally insured.

- Have an advisor sign contract and riders with you.
- A rider is a legal contract, if you sign accepting the conditions you are responsible for upholding and fulfilling all requests.
- The requests you agree to fulfill in a contract and/or rider need to abide by local, state, national laws, and college policy.
- Make 2 copies of contract and rider.
- Fill out the cover letter form, a template of which is attached to this worksheet.
- Highlight the performance area and parking areas on two campus maps. (Campus Maps can be obtained in Admissions or Student Involvement.
- Put original contract, cover letter, 2 maps and a W-9 form in the envelope.
- Once you receive the executed contracts, the original contract needs to accompany your request for payment.
- If you need to have a check cut for this event for a performer or supplies, consult whomever is your funding source (i.e. ASG, GAP) as they all have processes to follow. Payment Request Forms are located on the Allegheny website at <http://inside.allegheny.edu/forms/paymentRequestForms.xls>. RECEIPT(S) or INVOICE HAS to be included for payment! You must always have a signed original contract or an invoice to process payment. Any individual receiving monies (for performance, not reimbursement) must have a W-9 on file with the college (if they have received money from Allegheny before they will have one on file and you can skip this step. You can print a W-9 form at <http://www.irs.gov/pub/irsfill/fw/w9.pdf>.

DATE

AGENCY NAME

AGENCY ADDRESS

ATTN: AGENT'S NAME

Dear AGENT'S NAME,

Enclosed, please find an executed contract for ARTIST on DATE OF PERFORMANCE at TIME OF PERFORMANCE.

Arrangements have been made for lodging at HOTEL. I booked NUMBER AND TYPE OF ROOM. HOTEL is located on ROAD. GIVE DIRECTIONS TO HOTEL FROM I-79 at the Meadville Exit (36A). The phone number at HOTEL is NUMBER in case you need to get in touch during their stay. The confirmation number is CONFIRMATION NUMBER and the reservation will be under the name "ARTIST'S NAME".

(IF INCLUDING A W-9)

I have enclosed a W-9 for ARTIST to fill out. Please return the form as soon as possible, as it is required by our college to process payment. Also enclosed are area and campus maps, please see to it the ARTIST receives copies of the maps and this cover letter.

On the day of the show, last minute arrangements can be made by calling NAME and NUMBER. The caller should ask for INSERT EVENT PLANNER.

Please let us know if there are other details to be arranged. We are excited to have ARTIST here and want to do whatever is necessary to make the show a success. Thanks for all your assistance.

Sincerely,

YOUR NAME

GROUP NAME, YOUR TITLE

Cc: Advisor

Enc. Contract, W-9, 2 maps

