

NAME OF PRODUCTION CONTRACT FOR SERVICES

CONTRACT FOR SERVICES for '**NAME OF PRODUCTION**' (*herein after called the 'Production'*)

THIS AGREEMENT IS MADE this **DATE**

BETWEEN **NAME OF PERFORMER** (*herein after called the 'Artist'*) of address:

AND **NAME OF PRODUCER/COMPANY** (*herein after called the 'The Company'*)

of address:

WHEREBY The Company agrees to engage The Artist as a contractor under the terms and conditions set out herein and as described in the attached Schedule 1, and Appendix 1 to this Contract.

1. DURATION

- 1.1. Rehearsals for **the production** shall commence on **DATE** through to **DATE**. **The artist** will be present for all rehearsals unless specified they are not required or it has been discussed and approved by the Company or a representative of.
- 1.2. Rehearsals are scheduled to take place at **REHEARSAL VENUE AND ADDRESS**.
- 1.3. Production week shall commence on **DATE** through to **DATE**. Flexibility may be requested during this time.

1.4. Performance period shall commence on **DATE** through to **DATE**. The Artist will be present for a call time of **2 hours** before each performance.

2. DUTIES

2.1 It is proposed that via a collective process, **the artist** shall contribute to **the production**. There is an expectation that they will bring a high level of creative engagement to the creation of the show.

2.2 **The artist** shall not make other work commitments that clash with the aforementioned period. The artist also agrees not to travel more than 100km outside of CITY during the period without prior approval from **the company**. If there are unforeseen clashes **the artist** must discuss these as soon as possible with **the company**.

2.3 **The artist** agrees that during the aforementioned time the creation of **the production** will be their priority. They will ensure they are of a standard health and fitness to fulfil their duties. **The artist** agreed to disclose to **the company** any medical conditions that may impact on the health and safety of cast and crew in certain situations, or otherwise affect their ability to perform their contractual duties.

2.4 **The company** commits to making clear the duties/responsibilities of **the artist**, so expectations are understood. A warm, and safe rehearsal space will be ensured, and communication will be open and transparent. Any issues that may arise will be dealt with promptly in a fair environment. Should there be a dispute that cannot be dealt with by mutual agreement a mediator/agreed third party will be brought in to resolve the dispute. Any costs related to a mediator will be equally split between **the company** and **the artist**.

2.5 **The artist** is ultimately responsible to **the company**. During rehearsal **the artist** is responsible to the Choreographer/Director.

2.6 Performances are to take place at **VENUE NAME AND ADDRESS. DATES**.

3. REMUNERATION

3.1 **The company** agrees to pay **the artist** **\$X** per fulltime weeks worth of work (**X weeks**), **Total fee of \$X**. They commit to paying the rehearsal period amount weekly in arrears from the first week of rehearsal once a tax invoice has been received from **the artist**. **The company** agrees to pay the artist for the production/performance period within 10 working days of the final performance on DATE, to allow for collection of box office takings.

Payment dates: DATES

3.2 This amount will be subject to Withholding Tax, unless otherwise specified on the IR330

form. For GST payments a tax invoice will need to be provided prior. GST payments will be made less Withholding Tax unless otherwise specified on the IR330 form.

3.3 **The artist** will be responsible for declaring this sum to any agencies from which they would ordinarily receive a benefit. This is in place in case any “agencies” chase up the company for sums that they are not responsible for.

3.4 **The artist** is responsible for the payment of their own Accident Compensation levies.

3.5 **The company** will not pay holiday, sickness or injury pay.

4. OTHER PROVISIONS 5.

4.1 **The artist** grants permission to **the company** to make video and photographic recordings of their participation in the rehearsal of **the production** and for the use of such recordings under the following terms. For **the company's** use:

- i. for the promotion of **the company** and the promotion of **the production**
- ii. for reports to **the company's** funding bodies and sponsors
- iii. for not-for-profit, archival and educational purposes;
- iv. for utilisation in:
 - a. edited promotional videos (full length and excerpts up to 10 mins)
 - b. **the company's** website and online social media pages
 - c. sales and marketing displays and materials for potential presenters and sponsors
 - d. full-length archival video
 - e. displays in performance venue foyers
 - f. broadcast news and current affairs programmes

4.2 **The artist** agrees that all material created in the rehearsals of **the production** remains under the care of **the company** for the express purpose of contributing to **the production** and recordings thereof.

4.3 **The company** shall treat all information provided by **the artist** in the strictest confidence, and shall not disclose any information without **the artist's** express permission.

4.4 **The artist** agrees not to use any part of **the production** without permission from **the company**.

4.5 **The artist** shall adhere to a standard of professional conduct whilst under engagement with **the production**. Professional conduct includes but is not limited to:

- a) Making any choice which could jeopardise **the production**
- b) Do harm to anyone under engagement with **the production**
- c) Take action that reflects negatively or harms the reputation of **the company** and **the production**.

4.6 Finally, **both the company** and **the artist** agree to act in “good faith”. They will be

committed to the work, be acknowledged for their continued involvement, will establish a safe environment wherein everyone can communicate freely, and hold a sense of collective responsibility for creating an outstanding piece of work.

5. TERMINATION OF CONTRACT

5.1 This contract may be terminated in accordance with the following provisions:

- (a) **The company** may terminate this contract without notice in the case of serious breach of any of its terms.

- (b) Failure to attend rehearsals or any other calls made by **the company** relating to the work could result in termination of this contract with or without notice.

- (c) The Artist may terminate this contract if the company makes a serious breach of any of its terms.

- (d) Termination is viewed as a final measure. It is expected that the Company and the Artist will commit to solving any disputes in accordance with Clause 2.4 before termination of contract discussions begin.

6. REPRESENTATIONS, MODIFICATIONS, PRIVACY AND FRUSTRATION

6.1 Modifications or amendments to this contract may be made. Any such modification must be countersigned and dated by both **the artist** and **the company**.

6.2 In the event that this contract is frustrated, the provisions of the Frustrated Contracts Act 1944 shall apply.

7. SIGNED

Signed by The Company:

NAME: _____

SIGNATURE: _____

TITLE: _____

Date:/...../.....

Signed by The Artist:

NAME: _____

SIGNATURE: _____

TITLE: _____

Date:/...../.....

SCHEDULE 1

1. DETAILS OF THE COMPANY

Contact(s): MAIN CONTACT PERSON
Name: NAME OF COMPANY (THE PRODUCER'S COMPANY)
Postal: ADDRESS
Phone:
Mobile:
Email:

2. DETAILS OF THE ARTIST

Name:
Postal:
Phone:
Mobile:
Email:

Bank Account:

Bank Name:

3. REHEARSAL and PERFORMANCE DATES

Rehearsals: DATES and TIMES

Pack-in: DATES

Performances: DATES and TIMES

4. REHEARSAL and PERFORMANCE VENUE

Rehearsal: VENUE and ADDRESS

Performance: VENUE and ADDRESS

APPENDIX 1

Artist – Performer

The Service Provider shall:

- Perform in the Production;
- Attend all calls, rehearsals (including all technical and dress rehearsals) and costume fittings as reasonably required by the Producer and Director;
- Learn and prepare any material provided to him/her by the Director to the satisfaction of the Director and Producer;
- Maintain the required level of fitness to perform the role.