

Notes

These are some sources for much of the information you will need to make performance contacts and understand the music business.

**MusicalAmerica.Com
ClassicalMusicArtists.Com
The Indie Bible 21st edition PDF
The Celebrity Source
Assoc. of Performing Arts Presenters
European Association of Artist Managers
The International Artist Managers Assoc.**

You will get listings for:

**Artist Managers
Orchestra's
Choral Groups
Performing Arts Series
Music Schools and Departments
Contests, Foundations, and Awards
Record Companies**

**Non-Profit Music Organizations
State and Country Arts Agencies
Music Publishers
Facilities
Music Magazines
Newspapers (Music Critics)
Radio Stations**

There are those that can walk into a powerful agency at a young age and go immediately to the concert stage.

Where they?

At the right place at the right time?

Smarter than us?

Did they have perfect pitch?

Did they have perfect recall?

Did they practice more?

Did they start earlier?

Did they have contacts?

Did they have persona?

. Why Have a Contract?

A contract, besides being a legal and binding document, outlines basic points, and adds agreements you have made with a Purchaser.

This is especially important when the contract is made far in advance.

Having the mutual agreements for both the PURCHASER and the ARTIST are best remembered when they are written down.

While a contract can be made with a person, or a corporation, there are many advantages to being incorporated for an artist.

Simply put, incorporation adds a layer of protection from litigation for any reason to the Artist.

For example, if you fall on an expensive cello. Or you trip someone at the after-concert party.

You get the idea. You are protected if anything that can be litigated happens.

There are several types of corporations so contact your financial advisor to find out which is best for you.

SAMPLE CONTRACT

This is a sample contract and rider and is a copy of the contract I have been using for a symphony pops conductor I represented. I can't guarantee you any legal correctness. What I can guarantee is that in 30 years we have never had a problem with this contract, nor have we had any conflicts or misunderstandings with the orchestra's that received it.

I hope you find it a good sample for you to convert for your own uses. There is very little legalese in the contract, as I have always felt that simple, direct, and fair communication is the best way to do business. Having said that I have nothing against a perfectly tightly knit legal document that is created by our attorney friends.

Perhaps you should get whatever document you end up with checked by legal counsel, if you feel at all concerned about the

contents of your final document. Or if you have the money you can have an attorney make the document for you.

I prefer a more friendly and understandable document.

Whatever you end up doing please make sure you work under a contract.

If you have an agent it is best to use their contract as if there is litigation your agent will be the one representing you. Just make sure you have a good contract with your agent, that you understand.

In this sample. The area's you fill in yourself are in bold. The rest is the same for everyone that we have sent it to.

Ciao, Mike Vaccaro

Let's take a look at this sample contract including the Rider which becomes part of the contract.

The contract outlines the compensation, place, and time of the events. The Rider outlines the extra things that are needed to get the concert to the stage.

ARTIST CONTRACT

AGREEMENT made this _____ day of _____
between _____, (hereinafter referred to as "ARTIST") and
_____, (hereinafter referred to as "PURCHASER").

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages ARTIST and the ARTIST hereby agrees to perform the engagement hereinafter provided, upon all of the terms and conditions herein set forth, including those hereof entitled "Additional Terms and Conditions."

1. Name of Engagement:
2. Address of Engagement:
3. Date(s) of Engagement:
4. Performance Times:
5. Rehearsal (s):
6. Full Price Agreed Upon

PURCHASER will make payments as follows:

7. The full amount of _____ shall be paid to ARTIST on or before the date of _____. Please make a check to:
8. LENGTH OF PERFORMANCE: The ARTIST'S performance hereunder is approximately _____ in length as featured attraction and this time includes encores, which will be performed by the ARTIST, when appropriate. The performance shall consist of two halves with one twenty-minute intermission.

9.SPECIAL PROVISIONS:

A. ACCOMMODATIONS: PURCHASER shall provide at PURCHASERS sole cost and expense,_____

B. PURCHASER: PURCHASER shall provide at PURCHASERS sole cost and expense, four (4) round-trip, non-stop, domestic airfares to accommodate ARTIST. All airfares will be from the Los Angeles area (LAX). ARTIST will provide PURCHASER with flight preferences for booking purposes. No travel shall be booked prior to receiving these preferences. Ground transportation will be provided by PURCHASER.

C. HOSPITALITY: PURCHASER at PURCHASERS cost and expense, agrees to furnish ARTIST with comfortable dressing rooms near the stage. The dressing rooms shall be supplied with bottled water, coffee, nuts, fruit and black face towels.

D. MERCHANDISE: ARTIST shall authorize the PURCHASER to sell ARTIST CDs at the above-mentioned event. ARTIST understands that PURCHASER may require a __% commission on said sales. PURCHASER shall remit ARTIST merchandise fees after the concert on _____(a skirted table is required to be supplied by PURCHASER).

E. MUSIC: PURCHASER shall pay for the cost of shipping all of Artist's music both to the PURCHASERS address and returned to_____. The music must be returned in a timely manner, complete and in the same order in which it was originally received by Purchaser. Any music that is written on or damaged, at the discretion of Artist, deemed to be unreadable or unprofessional in appearance, shall be repaired by Artist at Purchaser's expense at the rate of \$XX per page. PDF's or hard copy or of Choir parts are available upon request. Any reproductions of choir music shall be returned with orchestral music and scores.

F. PUBLICITY: ARTIST acknowledges that PURCHASER may request ARTIST to do promotional interviews in both print and broadcast media and shall make all reasonable attempts to be available whenever and however possible.

G. TICKETS: ARTIST shall be entitled to receive a minimum of 6 complimentary tickets, per show, if needed.

F. EVENT BILLING: PURCHASER may use ARTIST'S name and or photographic likeness to create billing opportunities for their event. All artwork and billing MUST be approved and signed off by ARTIST or his authorized representative prior to use. OPTIONAL, ARTIST has a current digital portfolio of photographs

and bio that you may reproduce. The photos/bio are available in digital format at <https://www.artistsoragentswebsite.com> ARTIST will provide all biographical info for promotional purposes. ARTIST's photo and biography shall be prominent in placement and size in all marketing pieces, including ads, programs, and flyers.

I. ADDRESSES OF ARTIST and accompaniment:

ARTIST: **Your Name or Company Name (not both)**

Your Address

EIN **Corporate ID or Personal Tax ID (Not Both)**

Accompanist 1

Name

Address

Date of Birth

Personal Tax ID Number

Accompanist 2

Name

Address

Date of Birth

Personal Tax ID Number

K. ARTIST shall announce the concert from the stage. All music is licensed. Orchestra shall pay any required PRO (music licensing fees if required) (PRO in the United States is ASCAP, BMI, or SEASAC)

PURCHASER: This contract is a pay or play and non-cancelable. Failure on the part of either party signing this contract to fulfill same, shall make party failing to do so liable in the amount of the contract. Should the ARTIST or the PURCHASER be unable to fulfill this engagement by an act of God, force majeure, strike, fire, epidemic, accident, transportation delays, sickness, governmental actions of like or different nature there shall be no breach thereof.

PURCHASER deleted agrees to abide by, and this agreement shall be subject to, the rules and regulations of the applicable unions and guilds having jurisdiction over the services of the persons furnished hereunder.

PURCHASER may broadcast, televise, stream, or live-stream photograph or otherwise reproduce the performance hereinafter, or any part thereof, only with the prior written consent of the ARTIST, and shall provide a copy of said reproduction to the ARTIST. Payment

may be required. PURCHASER shall not have the right to assign this agreement, or any provision hereof to any other parties or individuals. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable in whole or in part of any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out of any of the provisions hereof or otherwise. The person executing this agreement on PURCHASER'S behalf warrants their authority to do so.

This document, together with any technical riders hereto constitutes the entire Agreement and understanding between PURCHASER and ARTIST.

ALL COPIES OF TECHNICAL RIDERS WILL BECOME PART AND PARCEL TO THIS CONTRACT AND MUST BE SIGNED BY THE PURCHASER WHERE INDICATED.

Any and all disputes arising out of this agreement shall be resolved in the courts of the_____.

ACCEPTED AND AGREED TO:
ARTIST:

Signature: _____

Print Name: _____

Date: _____

ACCEPTED AND AGREED TO:
PURCHASER:

Signature: _____

Print Name: _____

Date: _____

RIDER

Additional Terms and Conditions

ORCHESTRA PERSONNEL

A. LOCAL ORCHESTRA

PURCHASER at PURCHASER'S sole cost and expense shall provide a professional quality orchestra for a minimum of X hours of rehearsal dedicated to ARTIST'S material with the following instrumentation:

(sample Pops Instrumentaton)

Violini 18 (min)

Violi 6 (min)

Celli 6 (min)

Contrabassi 4 (min)

3 Flutes (one doubles piccolo)

1 Oboe

1 Oboe (doubling Eng. Hrn)

2 Bb Clarinets

1 Bb Bass Clarinet (optional)

2 Bassoons

4 Trumpets (ARTIST must approve lead trumpet with a range to G above the staff)

4 French Horns

2 Tenor Trombones

1 Bass Trombone

1 Tuba

1 Harp

1 Tympani

2-3 Percussionists (doubling based on programming) TBD - including Celeste

The Holiday Singers consisting of 16 individually mic'd vocalists.

Artist shall provide the following musicians:

1 Drummer

1 Electric Bass

ARTIST shall also provide a vocalist for all services under this contract.

WE STRONGLY SUGGEST A PLEXIGLASS PARTITION FOR THE RHYTHM SECTION

PRODUCTION REQUIREMENTS

SOUND CHECK/REHEARSAL

ARTIST requires a sound check/rehearsal of approximately X hours, depending on program, prior to the performance dedicated totally to ARTIST'S material. For the concert this is the minimum rehearsal required and may be extended if necessary, until musical performance meets ARTIST'S standards.

TECHNICAL REQUIREMENTS

CONDUCTOR SOUND

ARTIST will utilize house microphones. One microphone shall be placed at the podium (see stage plot) and the second microphone shall be placed on a boom upstage from the piano. A third microphone may be placed on foam or black towel on the downstage side of the piano.

PERFORMANCE EQUIPMENT

PURCHASER at PURCHASER'S sole cost and expense shall provide the following requirements:

1. GRAND PIANO

A grand piano tuned to a standard pitch of A-440 shall be provided for the rehearsal and performances. Said piano shall be tuned before the rehearsal and kept in tune for the duration of the engagement.

2. STAGING

PURCHASER at PURCHASER'S sole cost and expense shall provide the venue, any required risers, music stands and music stand lights.

3. BACKLINE

PURCHASER at PURCHASER'S sole cost and expense shall provide any required instrumental rentals for the performance.

Bass Amplifier:

Minimum 100W Bass Amplifier

Acceptable Manufactures include:

Ampeg, Crate, Eden, Fender, Gallien-Krueger, Marshall, Roland, Yamaha, etc.

Full Drum Kit with Hardware:

Drums: Bass drum (Kick), (1) Snare drum, (2) mounted Toms, (2) Floor toms. Full set of Cymbals.

Hardware: (4) Cymbal Stands with Boom arms, Hi-Hat stand assembly with clutch, all Tom holders, snare drum stand, drum stool, and bass drum pedal.

Equipment Specifications:

Acceptable Manufacturers: Yamaha Maple Custom or DW Collectors.

Drum Sizes:

Snare 5 X 14 or 6.5 X 14 (copper preferable. Maple will work ok as well.)

2 Mounted Toms : 10" X 10" and 10" X 12", (Depth X Diameter)

2 Floor Toms (on legs) : 14" X 14" and 16" X 16", (Depth X Diameter)

1 Bass Drum (Kick): 16" x 20", (Depth X Diameter)

Full set of Cymbals

Drum Heads: Coated Snare drum Batter (TOP) head, Bass Drum Front Head "with hole", BRANDS Aquarian - "New Vintage" if possible.

THE DRUM AREA MUST BE COVERED BY A RUG OR CARPET

Additional Drum Sound Information:

Microphones & Placement/Sound
(Depending upon availability)

Monitor preferably with INDEPENDENT MIX

3 Microphone Setup: Kick, Snare/Hi-Nat, & Overhead

4 Microphone Setup: Kick, Snare, Hi-Hat, Left Overhead, & Right Overhead

Full Microphone Setup: Kick, Snare, Hi-Hat, 3 Tom Mikes (with Claws) Left and Right Overheads

Technical Questions
Please Contact:

Your Technical Person
name
phone/fax
Address line 1
Address line 2

Rider Agreed To:

Artist Representative signs here.

Your Name or Company Name (*not both*)

Purchaser Name