



# Australian Entertainment Agents Association Inc.

## Standard Conditions

1. The Employer hereby engages the Performer to appear, perform and otherwise comply with the reasonable requests of the Employer with respect to the appearance as specified.
2. This Contract must be signed and returned, together with the first installment, to the Agency at its address unless the Agency requests otherwise.
3. Unless arranged otherwise with the Agency the Performer is to be paid immediately after the performance.
4. The Employer acknowledges that the Agency does not act as a principal but is the duly authorised agent of the Performer. The Agency shall not be liable for any compensation, damages, costs or any other incidental expenses under this agreement arising out of any breach, default, negligent act or omission of either party arising in any way out of or incidental to this agreement.
5. The Employer will:
  - a) Provide a proper number of attendants and stewards to ensure the safety of the Performer including sufficient supervision of the venue, maintaining the proper conduct of the audience and the preservation of order and that the Performer is provided with a safe and secure area in which to perform and also to prevent the entry of undesirables. If the Performer in his/her sole discretion considers that the area in which s/he is to perform is unsafe because of lack of shelter from the elements, including rain, wind, extremes of heat and cold or other adverse weather conditions, or for any other reasons whatsoever, s/he may require that the Employer make that area safe or make available another area that is safe. The decision on whether an area is safe for performance shall be solely that of the Performer. If the Employer fails to make the area safe or to make available an alternative safe area, the Performer shall not be obliged to perform but his/her fee shall nevertheless remain payable.
  - b) Take all reasonable precautions to prevent any person other than the Employer, his representatives, stagehands and other Performers from seeing the Performer before or after the performance if so required by the Performer.
  - c) Provide proper dressing room facilities if so required by the Performer.
6. The Employer will provide access to sufficient mains power supply outlets. Where normal power supplies are not available the Employer will provide a safe and properly supervised generating system operated by qualified persons. He will also indemnify the Performer for any loss, damage or injury arising through any malfunction thereof.
7. Where any public address system, amplifier of instrument is provided by the Employer, the same will be of proper quality and capacity and be in good working order. The Performer shall be notified if a sound engineer is to be provided by the Employer and that sound engineer shall be competent, experienced and act professionally.
8. The Employer will indemnify the Performer against and loss, damage or injury, actual or consequential of whatever kind arising wholly or in part from the default of the Employer in complying with these conditions of from any trespass, negligent act or omission of the Employer, his agents or any person under his supervision, direction or control.
9. The Employer will be responsible for satisfying any demands of the Australasian Performing Rights Association in relation to any royalties that may be claimed by that body for the music to be used at the performance.
10. a) The Employer may cancel this booking by delivery of written notice to the office of the Agency not later than thirty days before the date set for the performance where upon this agreement will be terminated and the Employer will forfeit the first installment. In the event of the Employer failing to terminate this agreement as set out in this clause, it shall remain in force and affect and the Performer will be entitled to his fee as specified herein notwithstanding any purported termination by the Employer in any other manner.  
b) The Performer may terminate this agreement for any reason whatsoever by written notice delivered or sent by pre-paid post to the Employer at his address herein not later than thirty days before the date of the performance herein. The Performer may terminate this agreement upon less than thirty days notice if for any reason of ill health and, if requested by the Employer, will produce a certificate from a registered medical practitioner certifying that he is unable to perform for reasons of ill health. In any circumstances where a Performer cancels this booking, any first installment will be refunded to the Employer.
11. The liability of the Performer to the Employer for any loss or damages suffered by the Employer by any reason of a failure to perform, otherwise than in accordance with a termination pursuant to clause 10(b), arising from any breach of the conditions hereof or any negligent act or omission of the Performer in the performance of his obligations hereunder or in the doing of anything related hereto, shall be limited to the amount of the fee to be paid to the Performer hereunder or to the Performer supplying his services on another occasion at a time and on conditions to be agreed between the parties.
12. In the event that the Employer does not pay the first installment this agreement shall never the less be effective and enforceable.
13. Where the fee to be paid to the Performer is in any way related to or connected with the amount of door takings of the function then the Employer agrees that the Performer, his manager or nominee shall be entitled to station a person or persons at the entrances at or near the ticket office and further that all such persons shall be given access to the records of the Employer relating to the ticket sales and takings of the function and that no ticket shall be given away or sold at other than the advertised price without the consent of the Performer or his agent.
14. The Employer shall ensure that there is no recording and/or taping, photographing or filming of the performance in any way whether for business or private purposes.
15. All broadcasting rights are with the Performer and any live broadcasting require written agreement from the Performer.
16. The Employer will obtain all necessary permits and consents to the conducting of the function and all matters hereto and will comply with all conditions imposed in connection with the granting of any such permit or consent and, in particular, will ascertain and satisfy the requirements of the police force as to police supervision during the engagement.
17. In the event that the Employer does not pay the fee or any part thereof as provided under this agreement, the outstanding amount shall be a debt owing to the Performer and the Agency shall have the right to pursue all avenues of collection on behalf of the Performer. Any such overdue payments shall attract interest at the rate of The Reserve Bank's Official Cash Rate plus 10% per annum from the due date of payment until payment is made in full.
18. This agreement records the full agreement and understanding between the parties and supersedes any previous agreement or verbal discussion.
19. Where the Performer is a band or group comprising more than one person the term "Performer" when used in this contract will mean the several members of that band or group from time to time and references to the singular shall include the plural. The term "the Agency" shall mean ..... it's successors or assigns. The term "the Employer" shall mean the Employer named on the first page of the Booking Confirmation, his successors or assigns.