

MODEL CONTRACT BETWEEN SOLOIST AND ORGANISER

THIS AGREEMENT is made between _____ (hereinafter called “the Artiste”) of _____ (address) of the one part and _____ (hereinafter called “the Organiser”) of _____ (address) of the other part in relation to professional engagement (hereinafter called “The Performance”).

WHEREBY IT IS AGREED AS FOLLOWS:

Responsibilities of the Artiste

The Artiste will:

1. Render a performance of North Indian/South Indian art/classical vocal/instrumental music at _____ (venue) on _____ (date) at _____ (time). The performance will be for _____ (duration) and the same will conclude at _____ (time).
2. Give details of nature of programme (specific repertoire may be announced at the concert) and names of accompanying artistes to Organiser at least one month before the concert. If specific repertoire is to be presented, the same will be settled by mutual agreement between the Artiste and the Organiser at least _____ days before the concert.
3. Pay to Organiser sum equal to the performance fee agreed upon by this agreement if he or she fails to perform due to circumstances excluding illness, natural calamity, civic strike and such other circumstances as may be beyond the control of the Artiste.
4. Ensure there is no material change to the Performance(s), or substitution of artistes without prior written agreement between the Artiste and the Organiser.
5. Take full responsibility and bear all costs in the event of substitution of artistes due to any reason excluding illness, natural calamity, or civic strike and such other circumstances as may be beyond the control of the Artiste.
6. Undertake that no claim whatsoever will be made on the Organiser for additional fees or any other payments by the Artist, its agents or any individual members associated with the Performance(s);
7. Provide and pay for one set of black and white and/or colour photos, bio-data of the Artiste and provide the photos and bio-data of his or her accompanying

- musicians, and deliver these materials to the Organiser no later than four (4) weeks prior to the Performance.
8. Undertake that to the best of his/her knowledge the repertoire presented in the Performance does not infringe any copyright, performing rights or any other rights.
 9. Reserve the right to accept or reject public demands for specific repertoire and to continue the Performance beyond the time agreed upon in clause 1.

Responsibilities of the Organiser

The Organiser will:

10. Pay a performance fee of Rs. _____ only (Rupees _____ only) to the Artiste, which will include fees to accompanying artistes and transport and accommodation costs. (Optional- A non-refundable advance of 50% should be sent for confirmation of the Performance by the Artiste at the concert, with the remaining 50% to be paid on _____, before commencement of the concert.)
11. Deduct TDS and will despatch TDS certificate before the end of the financial year.
12. Retain all box office receipts derived directly from the Performance.
13. Provide the Artiste, his/her staff, his/her accompanists and their staff with access to the parts of the venue to be used for the Performance one hour before the concert and one hour after the concert.
14. Provide technical and front of house (peons and other helpers as the case may be) staff to the Artiste and his/her accompanying musicians from the time of their entry into the venue to the time of their exit from the venue.
15. Provide and bear costs for booking clean performance area/venue and dressing rooms, which have been properly maintained.
16. Provide proper concert stage/dais, sound and light equipment, as also other technical back-up and support for the Performance.
17. Provide *baithak/baithak-cum-chairs/auditorium* style seating for the audience.
18. Take responsibility for ensuring that in the event the session features more than one Artiste, the previous item should conclude as per time schedule agreed upon giving the Artiste adequate time and opportunity to present his/her performance.

19. Take complete responsibility for all ticket sales if the Performance is ticketed and provide box office staff for such a performance.
20. Provide the Artiste and each of his or her accompanying musicians, two complimentary tickets.
21. Be responsible for advertising and marketing and bearing all expenses associated with presenting the Performance.
22. Specify nature of the music and include names of all performers (soloists and accompanists) in all publicity materials, invitations, tickets and any other material advertising or informing the listeners of the programme.
23. Not make any audio and video recordings of the concert or part of the concert will ensure and the same is not made by any persons including members of the audience or person/s handling the sound system or back-up/support staff or media representatives. Written permission will be sought from each of the performers at the time of engaging them for the programme, if audio or video recording has to be made for archival or news purposes. In the event a recording is made with such permission for archival purposes, copies of the unedited audio and/or video recording as the case may be will be sent to each performer at his or her residence or any other address mutually suitable no later than one week after the concert.
24. Ensure that no food or beverages of any kind will be served before or during the performance or will be brought into the performance area before or during the performance. The Artiste reserves the right without prior warning to stop the concert should members of the audience bring food or beverages into the concert area.
25. Ensure that suitable sound equipment is installed for the concert (detailed list of sound equipment to be attached), expenses for which will be borne by the Organiser. The Artiste with accompanying artistes will do a sound check one hour before the concert and the Organiser will ensure that no member of the audience or non-essential staff is allowed into the concert area during the sound check. The Artiste reserves the right to check the equipment for any unauthorised equipment and can demand the removal of the same.
26. Be responsible for getting IPRS licenses, and other licenses required for staging the Performance from the relevant authorities. If any failure to do so on their part results in any delays or postponement of the concert, the artist will not be held responsible in any way and will have to be paid his or her full professional fee as agreed hereinabove. The Artiste and his/her accompanying musicians are indemnified by the Organiser against any action, which may cause due to non-compliance and/or non-grant of necessary permissions and rules.

Joint responsibilities of Artiste and Organiser

27. If adverse weather conditions, unavoidable travel cancellation, physical mishap, accident, or inability to replace a member of the Performance makes it physically impossible for the Performance to be presented at the venue on the due date and for the performance to proceed, the Artist and the Organiser will use their best efforts to reschedule the performance at a mutually agreed convenient venue, date and time.
28. If rescheduling acceptable to both parties is not possible and the Performance is cancelled due to the circumstances mentioned in clause 27, the parties agree that neither shall claim damages or compensation of any type for any loss that such a cancellation may lead to. The Performance fee stated above and pertaining to the cancelled Performance shall not be payable and any advance paid to the Artiste will be returned by him/her to the Organiser.
29. In cases of cancellation of programme by the Organiser for reasons other than natural calamity, civic strike, or reasons mentioned in clause 27, the Organiser will pay to Artiste full fee agreed upon in this agreement.
30. Nothing in this Agreement shall be interpreted as constituting a partnership between the parties or render them liable for the others debt and/or liability.
31. The parties agree to be bound by the terms of this Agreement.
32. The parties agree that this Agreement is confidential and none of the terms set out herein shall be disclosed to any third party (except their accountants and / or legal advisors) either directly, or indirectly, except when either party is required by law to do so.
33. In the event of any dispute arising between the parties in relation to the terms of the Agreement and/or the interpretation thereof, the parties shall, without prejudice to their legal rights, seek to resolve the dispute using informal dispute redressal techniques such as negotiation, mediation, or independent expert appraisal. The rules governing any such technique adopted shall be as agreed between the parties or as selected by an independent person appointed by the parties for that purpose.
34. If the dispute is not resolved by such agreement within fourteen (14) days of receipt of written notice by one party to the other (or such further period agreed to in writing by the parties), either party may refer the dispute to arbitration.¹ The name of the arbitrator shall be agreed to between the parties within ten (10) days

¹ Legal opinion-Arbitration is not a good idea if we are having informal mediation/redressal of grievances. Arbitration can involve a long-drawn process, right from appointment of arbitrator. Further, award is open to challenge. Plus, once arbitration starts all other legal avenues are closed.

of written notice of the referral by the referring party to the other. The arbitrator shall not be a person who has participated in informal dispute resolution in respect of the dispute.

35. Failing arbitration, the parties are at liberty to adopt appropriate legal proceedings under Mumbai jurisdiction.

36. This Agreement constitutes the entire Agreement between the parties. Any prior arrangements, representations or undertakings are superseded. No modification or alterations of any of the clauses of this Agreement will be valid except in writing and signed by both parties.

ORGANISER: _____(name) ARTISTE: _____(name)
(Authorised signatory if firm/company, etc.)

Place:

Place:

Date:

Date: