

# TEMPLATE AGREEMENT FOR THE ENGAGEMENT OF ARTISTIC/PERFORMANCE SERVICES

The following agreement is a template, drafted for the exclusive use of creative practitioners and producers. It may be amended to suit the particular exigencies of the parties engaging in it



Date: \_\_\_\_\_

AGREEMENT FOR THE USE OF PERFORMANCE SERVICES

Between:

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(hereinafter 'the Producer'), on the one part,

And

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(hereinafter 'Performer'), on the other part,

Whereby:

The Producer shall stage the production, with the current working title,

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(hereinafter 'the Production/Performance/Event');

Which is scheduled for the following dates:

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(hereinafter 'the Performance Dates');

For which the Performer shall provide his/her Performance services.

The Performer has full power and authority to enter into this agreement and to provide the services as stipulated below; and

The Performer has not made and shall not make any agreement inconsistent or conflicting with this Agreement.

**The Parties hereby agree that:**

1. The Production shall be held on the Performance Dates at

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(hereinafter referred to the 'Venue').

2. The Performer is being cast in the role of

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and shall be requested to perform the role on the following Performance Dates and times:

Date

Time

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<hr/>	<hr/>
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3. In order to fulfil his/her role in the Production, the Performer will be required to

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(Specific extraordinary conditions which the Performer needs to agree upon before the signing of the Agreement. E.g. Use of weapons, action scenes, flying scenes, nudity on stage etc).

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4.1 In order to fulfil the conditions laid down in clause 3 the Producer will provide the Performer with the following:

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both during the rehearsal process and the performances.

(E.g. training, technical professional support, resources, equipment, technical gear etc)

4.2 (optional clause) In order to fulfil his/her role, the Performer shall provide the following resources:

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(E.g. Make-up, costume, prop etc)

5. The rehearsal period for the Production will start on the \_\_\_\_\_ and end on the \_\_\_\_\_ (hereinafter the 'Rehearsal Period').

The Performer will be requested to attend every rehearsal he/she will be called for during the Rehearsal Period. A rehearsal schedule shall be provided to the Performer not later than five days prior to the first scheduled rehearsal within that same schedule.

(E.g. Should the schedule cover rehearsals from Monday the 10th of August till Sunday the 16th of August, the schedule shall be available to the cast by not later than Tuesday the 4th of August.)

6. Should the Performer not be able to attend any scheduled rehearsal, he/she must inform the Production assistant in due time so as to be able to make the necessary amendments to the rehearsal schedule.

## **7. Remuneration**

7.1 (Performer remunerated through Performance fee) The producer shall remunerate the Performer the sum of \_\_\_\_\_ (inc/exc VAT) payable according to the payment schedule attached to this Agreement and marked Annex1. The Producer hereby agrees to pay the Performance not later than \_\_\_\_\_ days from the date of issuance of the Performer invoice.

## **OR/AND**

7.2 (Performer as part of a profit sharing production with the Producer) The Performer shall receive from the Producer \_\_\_\_\_ % on the net profit generated from the Production. Such sum shall be settled by not later than 30 days from the date of the issuance of the Performer's invoice.

8. Should circumstances arise whereby the Performer is absent for the majority of rehearsals without giving sufficient prior notification to the Producer, the same Producer will be entitled to release the Performer from this Agreement after paying the Performer the necessary remuneration for the rehearsal time attended, calculated as a pro rata percentage of the sum agreed upon in clause 7.

9. The Producer will also provide \_\_\_\_\_ complimentary tickets to the Performer.

10. (Cancellation of entire show) In the event where the entire Production is cancelled for reasons known to the Producer only, the Performer shall receive half the amount mentioned in clause 7 as remuneration.

11. (Cancellation of one or more shows only) In the event where one or more performances are cancelled by the Producer, the Performer shall be paid the full amount mentioned in clause 7.

## **12. Force Majeure**

12.1 In the event of Force Majeure (e.g. fire, epidemic, war, riot, strike, public mourning, calamity, or any other circumstances outside the Parties' control) either of the Parties may withdraw from this Agreement without incurring any claims for damages, as long as the Party claiming Force Majeure sends written notification to the other Party of said Force Majeure, together with, if possible, an indication of when the Force Majeure is expected to finish.

12.2 Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken to minimise delay or damages caused by foreseeable events, and that the other Party was notified in a timely fashion of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

13. In case of repeat performances not included in the Performance Dates, the Performer shall be paid the sum of \_\_\_\_\_ Euro per extra performance by the Producer.

## **14. Termination**

14.1 Should the Performer terminate his/her engagement without reason in the production during the Rehearsal Period or during any of the performances, he/she shall not have right to any remuneration. Should the termination of the engagement be due to any illness, or other reason outside the control of the Performer, the latter shall be remunerated pro rata for the rehearsals attended.

14.2 Should the Performer be found criminally liable of a criminal conviction by a competent court both in Malta or outside the Maltese territory, the Producer shall have the right to terminate this Agreement and claim the sum mentioned in clause 7 as damages payable by the Performer to the Producer.

15. If the Performer fails to present justifiable reasons for him/her discontinuing his/her engagement in the production, the Producer shall have the right to ask the Performer to pay the amount stipulated in clause 7 as damages.

16. The maximum number of hours that the Performer will be expected to rehearse shall not exceed \_\_\_\_\_ hours per week. The Producer shall allocate at least \_\_\_\_\_ hours of rest period (both during the rehearsal period and the performance days), which rest period shall be clearly outlined in the rehearsal/performance schedule issued in accordance with clauses 2 and 5 above.

17. The Performer is hereby allowing and granting to the Producer a licence to make audio and/or visual recordings of rehearsals and/or performances for the purpose of archiving or broadcasting/streaming excerpts.

18. The Producer shall have the right to use and to authorize others to use, without additional compensation, the Performer's name, biography, photographs, voice, likeness, image and character solely when exploiting or dealing with the Production, the copyright related thereto and/or all ancillary rights thereto, including for use in all advertising and publicity in connection with the Production being put up during the Performance Dates which form the subject of this Agreement.

## **19. Insurance**

19.1 The Producer is hereby declaring that he/she has successfully obtained an adequate insurance policy providing coverage of any possible injury that the Performer may suffer while executing his obligations, including during rehearsals and performances related to the Production, in terms of this Agreement.

19.2 The Performer is hereby stating that he/she is in such a state of health as to enable the Producer to effect customary insurance upon normal terms against loss arising from the inability of the Performer to provide services contracted for hereunder, and that the Performer will not, during the term of this Agreement, engage in any unusually hazardous or dangerous pursuits or activity which might adversely affect any insurance obtained by the Producer or interfere with the rendering of the services mentioned in this agreement.

20. Both Parties shall not, other than in duly carrying out their duties under this Agreement, both during and after termination of this Agreement, divulge or communicate to any third party, unless authorised by the same Agreement, any information which they may receive or obtain in relation to the affairs of either Party and/or in relation to any person who has dealt with or communicated with either Party.

21. The Performer agrees to refrain from releasing or making public, including by way of posting on social media pages and sites, any information, images or property pertaining to the Production unless given the prior due permission by the Producer.

22. Nothing in this Agreement shall create, or be deemed to create, an employment relationship, joint venture or partnership between the Parties.

23. Any taxation and social security contributions as a freelance artist shall be borne entirely by the Performer.

24. This Agreement shall be governed, construed and interpreted in accordance with the Laws of Malta.

25. Should any provision of this Agreement be held to be void or unenforceable in whole or part by any court, tribunal or other competent authority, it shall not invalidate the other provisions of this Agreement and the remainder of the provisions shall continue to be valid.

26. This Agreement contains all agreements of the Parties with respect to any matter mentioned herein, and supersedes and replaces any prior agreements or understandings pertaining to any such matter between the Parties. This Agreement may only be modified in writing and signed by both Parties.

27. Where no amicable settlement to a dispute can be reached within 30 days the Parties hereby agree to refer the matter to the Malta Arbitration Centre, in terms of the Malta Arbitration Act, Chapter 387 of the Laws of Malta.

Agreed to and signed by:

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Mr/Ms  
Producer

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Mr/Ms  
Performer

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Date

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**ANNEX 1: PAYMENT SCHEDULE**

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