

Northern Australian Region Performing Arts Centres Association
ENTERTAINMENT PROCUREMENT CONTRACT
STANDARD TERMS AND CONDITIONS

1. Skill and care:

The Performer shall ensure that provision of the entertainment and matters ancillary thereto are carried out with reasonable skill and care. "Matters ancillary thereto shall include preparation for provision of the entertainment " (including bump-in and rehearsals) and bump-out.

2. Presenter's Directions:

The performer shall ensure that both he and his personnel comply with any directions of the Presenter given to provide for good and efficient care, use and management of the Venue or which relate to behaviour in or around the Venue.

3. Equipment use, Venue alterations etc:

1. The Performer shall ensure that all equipment props and other things whatsoever provided by the Performer for use in or about the Venue are safe and otherwise fit and suitable for their use in or about the Venue.
2. The Performer shall not use any sound, lighting or other electrical device or any mechanical equipment in or about the Venue unless it has been approved by the Presenter.
3. No alterations or additions whether structural or otherwise shall be made in or to the Venue without the prior approval of the Presenter.

4. Damage:

The performer shall forthwith make good any damage to the Venue or its surrounds caused by any act or omission of the performer or his personnel.

5. Safety and Cleanliness etc:

The Performer shall ensure that conduct in or about the Venue by the Performer and his personnel is safe and tidy proper and efficient conduct and does not cause damage to the Venue or its surrounds used by the Performer or his personnel is left in safe and tidy conditions at all times.

6. Viewing:

The Performer shall forthwith Advise the Presenter of any equipment or other items intended for use which may obstruct viewing or reduce seating capacity to enable the Presenter to sell tickets from an accurate seating plan.

7. Fireproofing:

The Performer shall not bring or cause to be brought into the Venue any scenery, curtains or other properties unless the same have been fireproofed in accordance with the prevailing fire code in the State of Queensland and are maintained by the performer in a fireproofed condition to the satisfaction of the Presenter whilst the same are in the Venue.

8. Sound Levels:

The Performer acknowledges and agrees that the Presenter shall have the right to control sound levels in the Venue.

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9. Danger or Nuisance:

The Performer shall advise the Presenter within a reasonable time prior to rehearsals and the provision of the entertainment of any danger or nuisance or potential danger or nuisance in or related to the entertainment and shall take such steps as the Presenter may require to avoid or safeguard against the danger of potential danger or nuisance. Should the Presenter be of the opinion that a danger or nuisance associated with the entertainment cannot be avoided or adequately safeguarded against he may terminate this Agreement and thereupon all moneys paid to the Performer under this Agreement shall be refunded

10. Observe Laws etc:

The Performer shall ensure that the entertainment and matters ancillary thereto are carried out in accordance with and in observation of all relevant laws (including statutory regulations, by-laws and ordinances) and in compliance with any lawful requirements made under such laws.

11. Assistance:

The Performer shall provide to the Presenter such information and other assistance (including technical and design information, plans and specifications) as the Presenter may from time to time reasonably require to ensure that the entertainment is prepared for and provided in an orderly professional and well planned manner.

12. Insurance:

1. The Performer shall ensure that there is not act or omission by him or his personnel which endangers or may endanger any insurance cover relating to the Venue or its surrounds or which adversely affects or may adversely affect the premiums on any such insurance
2. The Performer will be responsible for insurance to cover equipment, personnel, loss of earnings , and any other insurance risk associated with the provision of the entertainment and as such the Performers shall indemnify the Presenter from and against claim, action , suit , damage , cost , loss expense or liability of any kind however suffered or incurred in respect any loss of life , personal injury , loss of or damage to property , or any other loss whatsoever arising as a result of:
 - any breach of this Agreement by the Performer
 - any breach of the law by the Performer
 - any negligent or wrongful act or omission of the Performer occurring in connection with the performance of the Performers obligations pursuant to this Agreement
3. Where insurance is to be effected pursuant to the provisions of this clause then it shall be with a reputable and solvent insurer and be of no less than \$10 million public liability cover.

13. Crude or Offensive:

The Performer shall ensure that the entertainment is in no way crude or offensive. Should there be any dispute or difference between the Presenter and the Performer as to what is crude or offensive the opinion of the Presenter shall be accepted by the entertainment.

14. Copyright etc:

The Performer shall ensure that all relevant copyright licenses and other intellectual property rights are obtained to facilitate properly authorized provision of the entertainment.

15. Property Left in the Venue:

The Presenter shall have the right to place in storage any equipment or other property left in the Venue by the Performer and the Performer shall reimburse the Presenter on demand for any costs of or associated with such removal or storage.

16. Travel Accommodation:

Travel Accommodation and all other expenses of any kind whatsoever associated with the performance of this Agreement by the Performer shall be at the cost of the Performer save the extent provided otherwise in this Agreement.

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17. Publicity:

1. The Presenter may use the Performer's name (including stage name) likeness, photographs and biographical materials (such biographical material to be approved by the Performer) to promote the entertainment.
2. The Performer shall use his best endeavours to comply with reasonable publicity related requests of the Presenter including requests for the supply of publicity material and attendance at publicity related events.

18. Multiple Performers:

Should the Performer consist of two or more persons one or more of whom cannot provide the entertainment then the Presenter shall have the option to either terminate this Agreement or require the remaining personnel to complete this Agreement. If the Presenter terminates then all payments made to the Performer up to termination shall forthwith be refunded.

19. Revenue Laws:

1. All obligation upon the Presenter to make payments hereunder are subject to the requirements of the Reserve Bank of Australia, the Australian Taxation office and any other similar requirement which may affect the said payments including without limitation any obligations imposed upon the Presenter to withhold or deduct monies in respect of Australian Tax relating to taxable or assessable income earned by the Performer in Australia other than pursuant to the Agreement.
2. All income tax payable on monies paid or payable hereunder shall as between the Presenter and the Performer be the liability of the Performer and, further, the Performer shall comply with and observe any requirements of the Australian Taxation Office in relation to Australian taxation and shall indemnify the Presenter in relation to any expense incurred or payment made by the Presenter arising from failure by the performer to meet his obligations under this sub-clause and/or arising from the requirements referred to in the previous sub-clause.