

Model performance contract

With many thanks to ISM, the Incorporated Society of Musicians, for giving Making Music members access to and permission to use their model performance contract.

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Use of the contract

The contract is suitable for use for contracts involving ISM members and non-members. The model contract is intended solely as a starting-point for negotiations. As with any contract, it may be appropriate for the parties to the contract to negotiate amendments and modifications to suit their own particular circumstances. If the parties are in any doubt about the suitability of the contract for their particular circumstances, they should seek their own legal advice. Access to this model contract does not constitute the provision of legal advice by either the ISM or Making Music and those using the model contract do so strictly on the basis that no liability, in relation to the use of the contract, is accepted by the ISM or Making Music.

N.B. ISM full and student members are entitled to free legal advice in relation to the use of this contract from the [ISM legal team](#).

Why use ISM members?

The ISM is the professional association for all those working in the music profession. They pride themselves on their commitment to professionalism and independence which is reflected in the entry requirements their members must meet. Their [Code of Conduct](#) sets out the standards of professional conduct and personal integrity their members are expected to maintain. You can use the [ISM directory](#) to find a musician and find out more about ISM on their website: www.ism.org

The Artist

Name _____

Address _____

_____ Postcode _____

Telephone _____

Email _____

VAT No _____

The Promoter

Name _____

Address _____

_____ Postcode _____

Telephone _____

Email _____

VAT No _____

The Promoter engages the Artist to perform at the Performance(s) listed below on the following Terms and Conditions and agrees to be bound by these Terms and Conditions.

Signed _____ Date _____
(For the Promoter)

The Artist agrees to perform at the Performance(s) listed below on the following Terms and Conditions and agrees to be bound by these Terms and Conditions.

Signed _____ Date _____
(For the Artist)

Performance and rehearsals

Performing name(s) or group _____

Performance programme _____

Performance date(s) _____ Time(s) _____ Venue(s) _____

Rehearsal date(s) _____ Time(s) _____ Venue(s) _____
(or see attached schedule)

Fees and expenses

Fees: Performance £ _____ (+ VAT) _____ Total _____

Rehearsal £ _____ (+ VAT) _____ Total _____

Artist's expenses to be paid by the Promoter:
(Please delete which does not apply)

Travel: Yes/No Accommodation: Yes/No
Subsistence Yes/No Other: (Please specify)

Fees and expenses to be paid by the Promoter to the Artist **either** by no later than _____ (date)
or within 28 days of receipt of the Artist's invoice. (Please delete which does not apply)

Publicity

Publicity material (please list) to be supplied by the Artist to the Promoter by _____ (date)

Conditions

1. The Artist undertakes to perform at the Performance(s) listed on page 1 and the Promoter shall pay the Artist the agreed Fees and Expenses.
2. The Promoter shall may make and receive such charges for admission to the Performance as the Promoter shall determine.
3. The Promoter shall use best endeavours to promote and advertise the Performance and shall consult with the Artist concerning such promotion and advertising. It is the Promoter's responsibility to ensure that, at the Promoter's cost, the Artist's name is afforded due prominence on all advertising and publicity material.
4. The artist is required to attend the rehearsal(s) specified on page 1.
5. No rehearsal shall be conducted before an audience without the Artist's prior written consent.
6. (a) The Promoter shall ensure that no part of the Artist's performance is recorded, reproduced or transmitted without the prior written consent of the Artist and that, where required, the composer's prior consent to the recording of the Performance has been obtained.
(b) Any BBC broadcast (radio or television) of the Performance to be recorded shall be recorded subject to the current agreement between the BBC and the Incorporated Society of Musicians.
7. The Promoter shall not use the Artist's name or likeness for the endorsement of any product or service without the Artist's written consent.
8. The Promoter shall ensure at the Promoter's cost that any monies due to the Performing Rights Society in respect of the Performance are paid.
9. The Promoter shall ensure that the Venue has adequate changing room and cloakroom facilities available for the Artist's use.
10. If the Promoter cancels the performance, for whatever reason, the Promoter shall immediately notify the Artist of this in writing and pay the Artist a cancellation fee set in relation to the length of notice given prior to the date of the performance:
 - (a) notice of four weeks or less - 100% of the Fees plus any Expenses incurred;
 - (b) notice of more than four weeks but not more than 12 weeks - 75% of the Fees plus any Expenses incurred;
 - (c) notice of more than 12 weeks but not more than 26 weeks - 50% of the Fees plus any Expenses incurred;
 - (d) notice of more than 26 weeks - 25% of the Fees plus any Expenses incurred.
11. If Fees and Expenses are not paid by the due date on page 1, the Artist shall be entitled to charge the Promoter interest at 2 percentage points above NatWest Bank plc's base rate from the due date of payment until payment has been received.
12. If the artist is unable to fulfil, or is delayed in fulfilling, his obligations under this Agreement owing to circumstances beyond the Artist's reasonable control, the Artist shall inform the Promoter of this fact as soon as is reasonably practical. Such non-fulfilment or delay shall be deemed not to constitute a breach of this Agreement.
13. This Agreement shall be subject to the laws of the jurisdiction of the location of the Performance and any dispute relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of the jurisdiction.