



Making contracts part of your process: tips for those just starting out.

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Contracts can be regarded as unnecessary or too complicated for small-scale projects, especially when people aren't getting paid. This is understandable. It's not compulsory to use contracts when no one is getting paid, and with limited resources it can seem logical to put energy into the show first and avoid extra tasks that take up valuable time. Making a new show is hard work at any stage of your career, but it's especially challenging at the beginning when you're learning as you go.

The flaw with avoiding contracts till 'later' is that it's actually a missed opportunity to upskill and prepare for the future. Considering contracts at the outset provides an opportunity to:

- Acknowledge that you are in a professional environment, no matter what the pay rate
- Equip yourself with skills that will be essential when negotiating contracts in the future
- Learn how to negotiate in a safe environment.

Contracts also help a company/collective/group making a show to:

- Define the nature of the work environment they wish to create
- Share and articulate the goals and expectations of the project
- Clarify each person's role within the project
- Set expectations openly and have a way of measuring if they are being met.

Contracts are encouraged because they offer protection and accountability. At the most basic level they represent an exchange: I will do this for you if you do this for me. Contracts come about after a lot of communication between a lot of people. Often this communication happens anyway on a project, so including it in written form is simply another step towards defining how the project will progress.

Contracts are also beneficial for other reasons - proof of them can be needed by outside organisations. For example, if you are injured and request ACC support then ACC could ask to see a copy of your contract to confirm what you were working on at the time. For this reason alone, it is good practice to have contracts in place when starting a new project.

Contracts as a way to encourage professional behaviour

No matter what the financial situation, we do our best work when we are respected, listened to and encouraged to achieve; when our work environment is busy, happy and

challenging.

Of course, a contract will not ensure this, but it is one of the avenues through which you can articulate your ideal working conditions. Getting together to discuss a contract will contribute to how your group communicates. By doing so you will need to agree upon what is important to your project, which will help your project to succeed. You can put whatever you all agree upon into your contract (as long as it's legal). A contract can be as specific as the project requires. It is worth remembering that **the process of creating a contract can help your project** - it's another communication tool you have at your disposal to make your project as good as it can be.

Everyone is involved

Encouraging professional behaviour encompasses **all people** on a project. There are many excellent resources available to learn more about contracts, and most are there to assist whoever is writing the contracts. This is because the person writing the contract is usually the person taking the financial risk, therefore, they need to learn how to protect themselves financially and legally.

However, when learning about contracts it is important to remember that a contract is an opportunity for the producer/company/group to outline their obligations to the performers as well. This is just as important as outlining performers' obligations to the production and to the producer. Ideally, a contract can transparently meet everyone's needs using clear language that can be easily understood. **A professional contract is not necessarily a difficult contract.**

Timeframes

A written document should never be seen as the end of communication, it is simply another stage in the process - no matter how rushed a project might be.

Sometimes projects need to happen quickly after securing a venue or funding. There can be a lot of planning before this, but sometimes a project is suddenly 'all on' due to external circumstances. When this happens people can feel too busy to worry about contracts.

To avoid this, a contract can be prepared in advance and be made available to be considered even before the project has been confirmed. Drafting a contract can be an open process and part of the overall communication. As the project progresses, what to include in the contract can be openly discussed between parties. DANZ's [Contract Checklist for Dancers](#) offers a guide for this.

No matter what the timeframes are, it is fair to expect adequate time to consider a contract before signing. This includes having time to show it to other people, to seek legal advice and to request changes. A few days to sign a contract is definitely less than ideal. For this reason it is encouraged that the contract writing process is as transparent as possible and that people be offered opportunities to consider draft forms in advance.

Sample contracts

Some examples of basic contracts now follow that you may wish to modify for your own project. Or, there might be clauses you wish to ask to have included in another contract. And, just to confirm the basics:

Parties in the contract:

GIVE DATES FOR WHEN PRODUCTION SCHEDULE WILL BE MADE AVAILABLE

Performances take place DATE, for NUMBER OF performances, at VENUE.

LIST CALL TIMES (WHEN THEY MUST BE AT THE THEATRE) AND PERFORMANCE TIMES.

2. Duties

The Artist is engaged as a dancer and creative collaborator in NAME OF PRODUCTION.

3. Creative credits

The NAME OF PRODUCTION creation process draws upon the personal and performative interpretation skills and insight of the dancers.

The Producer acknowledges that as part of her/his role as a dancer on NAME OF PRODUCTION *The Artist* will be generating and developing creative content, under the direction of SHOW DIRECTOR/CHOREOGRAPHER.

The choreographic credit for NAME OF PRODUCTION will therefore be:
CHOREOGRAPHIC CREDIT

4. Remuneration

The fee for the Creation and Premiere Season periods is at a rate of NZD\$X per week, taxed at 20% (Withholding Tax). As an independent contractor *The Artist* is responsible for her/his own ACC levies.

The Artist will therefore receive:

Creation Period: X weeks x \$X per week: \$X in total

Premiere Season: X weeks x \$X per week: \$X in total.

Payments will be made on a weekly basis, upon receipt of a Tax Invoice, made out to *The Producer*, and GST paid where applicable.

Per diems:

The Artist will receive the following per diems:

Per diems for Creation Period:

Payment of \$X per day X days will be paid in cash on DATE. *The Artist's* total per diem therefore is: \$X.

Per diems for Premiere Season:

Payment of \$X per day X days will be paid in cash on DATE. *The Artist's* total per diem therefore is: \$X.

5. Travel and Accommodation

Travel:

The Producer will provide an economy airfare CITY-CITY return, or pay for the equivalent in other travel (e.g. petrol reimbursements).

TRAVEL DATES

Accommodation:

The Producer will provide X apartment for *The Artist*, close to the performance venue, from DATES (NUMBER OF NIGHTS).

6. Documentation and its use

The NAME OF PRODUCTION creation process will be documented using photography and video. *The Producer* asks that *The Artist* consents for their image to be used to promote NAME OF PRODUCTION in both photographic and video form.

Consent is general, not on a photo-by-photo basis. However, *The Producer* will endeavour to make sure that *The Artist* has an opportunity to view the documentation before the end of the rehearsal period (DATE).

The intended use of the documentation is as follows:

- Promotional photography for NAME OF PRODUCTION marketing materials, including NAME OF PRODUCTION print materials (poster, flier, programme) and online marketing, including *The Producer's* website, Facebook page and other social media sites
- Photographic and short video promotions (approximately 1min each) that will be posted on NAME OF PRODUCTION website page and on *The Producer's* social media sites
- Media distribution for reproduction in newspapers, magazines, websites and online to promote NAME OF PRODUCTION
- Archival and reporting purposes for *The Producer*
- Video showreels for future funding applications by *The Producer*.

Copies of images featuring *The Artist* that the artist wishes to use for their own purposes - excluding using an NAME OF PRODUCTION image to promote another work - will be made available. *The Producer* requests that NAME OF PRODUCTION and the photographer be credited.

Future life of NAME OF PRODUCTION

The Producer will endeavour to find an ongoing life for NAME OF PRODUCTION. For performances that may occur after the Premiere Season *The Artist* will be given as much advance notice as possible of tour dates.

Should *The Artist* not wish, or not be able, to perform in NAME OF PRODUCTION then *The Producer* will engage a suitable replacement dancer for *The Artist's* role, in consultation with *The Artist*.

Signed by: NAME OF The Artist

Signed by: NAME OF The Producer

Date: _____

Date: _____

Sample Two Provided by Show Pony showponynz.com

NAME OF PRODUCTION CONTRACT FOR SERVICES

CONTRACT FOR SERVICES

for '**NAME OF PRODUCTION**' (*herein after called the 'Production'*)

THIS AGREEMENT IS MADE

this **DATE**

BETWEEN

NAME OF PERFORMER (*herein after called the 'Artist'*) of address:

AND

NAME OF PRODUCER/COMPANY (*herein after called the 'The Company'*)

of address:

WHEREBY

The Company agrees to engage The Artist as a contractor under the terms and conditions set out herein and as described in the attached Schedule 1, and Appendix 1 to this Contract.

1. DURATION

- 1.1. Rehearsals for **the production** shall commence on **DATE** through to **DATE**. **The artist** will be present for all rehearsals unless specified they are not required or it has been discussed and approved by the Company or a representative of.
- 1.2. Rehearsals are scheduled to take place at **REHEARSAL VENUE AND ADDRESS**.
- 1.3. Production week shall commence on **DATE** through to **DATE**. Flexibility may be requested during this time.
- 1.4. Performance period shall commence on **DATE** through to **DATE**. The Artist will be present for a call time of **2 hours** before each performance.

2. DUTIES

- 2.1 It is proposed that via a collective process, **the artist** shall contribute to **the production**. There is an expectation that they will bring a high level of creative engagement to the creation of the show.
- 2.2 **The artist** shall not make other work commitments that clash with the aforementioned period. The artist also agrees not to travel more than 100km outside of CITY during the period without prior approval from **the company**. If there are unforeseen clashes **the artist** must discuss these as soon as possible with **the company**.
- 2.3 **The artist** agrees that during the aforementioned time the creation of **the production** will be their priority. They will ensure they are of a standard health and fitness to fulfil their duties. **The artist** agreed to disclose to **the company** any medical conditions that may impact on the health and safety of cast and crew in certain situations, or otherwise affect their ability to perform their contractual duties.
- 2.4 **The company** commits to making clear the duties/responsibilities of **the artist**, so expectations are understood. A warm, and safe rehearsal space will be ensured, and communication will be open and transparent. Any issues that may arise will be dealt with promptly in a fair environment. Should there be a dispute that cannot be dealt with by mutual agreement a mediator/agreed third party will be brought in to resolve the dispute. Any costs related to a mediator will be equally split between **the company** and **the artist**.
- 2.5 **The artist** is ultimately responsible to **the company**. During rehearsal **the artist** is responsible to the Choreographer/Director.
- 2.6 Performances are to take place at **VENUE NAME AND ADDRESS. DATES**.

3. REMUNERATION

3.1 **The company** agrees to pay **the artist \$X** per fulltime weeks worth of work (**X weeks**), **Total fee of \$X**. They commit to paying the rehearsal period amount weekly in arrears from the first week of rehearsal once a tax invoice has been received from **the artist**. **The company** agrees to pay the artist for the production/performance period within 10 working days of the final performance on DATE, to allow for collection of box office takings.

Payment dates: DATES

3.2 This amount will be subject to Withholding Tax, unless otherwise specified on the IR330 form. For GST payments a tax invoice will need to be provided prior. GST payments will be made less Withholding Tax unless otherwise specified on the IR330 form.

3.3 **The artist** will be responsible for declaring this sum to any agencies from which they would ordinarily receive a benefit. This is in place in case any “agencies” chase up the company for sums that they are not responsible for.

3.4 **The artist** is responsible for the payment of their own Accident Compensation levies.

3.5 **The company** will not pay holiday, sickness or injury pay.

4. OTHER PROVISIONS

5.

4.1 **The artist** grants permission to **the company** to make video and photographic recordings of their participation in the rehearsal of **the production** and for the use of such recordings under the following terms. For **the company's** use:

- i. for the promotion of **the company** and the promotion of **the production**
- ii. for reports to **the company's** funding bodies and sponsors
- iii. for not-for-profit, archival and educational purposes;
- iv. for utilisation in:
 - a. edited promotional videos (full length and excerpts up to 10 mins)
 - b. **the company's** website and online social media pages
 - c. sales and marketing displays and materials for potential presenters and sponsors
 - d. full-length archival video
 - e. displays in performance venue foyers
 - f. broadcast news and current affairs programmes

4.2 **The artist** agrees that all material created in the rehearsals of **the production** remains under the care of **the company** for the express purpose of contributing to **the production** and recordings thereof.

4.3 **The company** shall treat all information provided by **the artist** in the strictest confidence, and shall not disclose any information without **the artist's** express permission.

4.4 **The artist** agrees not to use any part of **the production** without permission from **the company**.

4.5 **The artist** shall adhere to a standard of professional conduct whilst under engagement with **the production**. Professional conduct includes but is not limited to:

- a) Making any choice which could jeopardise **the production**
- b) Do harm to anyone under engagement with **the production**
- c) Take action that reflects negatively or harms the reputation of **the company** and **the production**.

4.6 Finally, **both the company** and **the artist** agree to act in “good faith”. They will be committed to the work, be acknowledged for their continued involvement, will establish a safe environment wherein everyone can communicate freely, and hold a sense of collective responsibility for creating an outstanding piece of work.

5. TERMINATION OF CONTRACT

5.1 This contract may be terminated in accordance with the following provisions:

- (a) **The company** may terminate this contract without notice in the case of serious breach of any of its terms.
- (b) Failure to attend rehearsals or any other calls made by **the company** relating to the work could result in termination of this contract with or without notice.
- (c) The Artist may terminate this contract if the company makes a serious breach of any of its terms.
- (d) Termination is viewed as a final measure. It is expected that the Company and the Artist will commit to solving any disputes in accordance with Clause 2.4 before termination of contract discussions begin.

6. REPRESENTATIONS, MODIFICATIONS, PRIVACY AND FRUSTRATION

6.1 Modifications or amendments to this contract may be made. Any such modification must be countersigned and dated by both **the artist** and **the company**.

6.2 In the event that this contract is frustrated, the provisions of the Frustrated Contracts Act 1944 shall apply.

7. SIGNED

Signed by The Company:

NAME: _____

SIGNATURE: _____

TITLE: _____

Date:/...../.....

Signed by The Artist:

NAME: _____

SIGNATURE: _____

TITLE: _____

Date:/...../.....

SCHEDULE 1

1. DETAILS OF THE COMPANY

Contact(s): MAIN CONTACT PERSON
Name: NAME OF COMPANY (THE PRODUCER'S COMPANY)
Postal: ADDRESS
Phone:
Mobile:
Email:

2. DETAILS OF THE ARTIST

Name:
Postal:
Phone:
Mobile:
Email:

Bank Account:

Bank Name:

3. REHEARSAL and PERFORMANCE DATES

Rehearsals: DATES and TIMES
Pack-in: DATES
Performances: DATES and TIMES

4. REHEARSAL and PERFORMANCE VENUE

Rehearsal: VENUE and ADDRESS
Performance: VENUE and ADDRESS

APPENDIX 1

Artist – Performer

The Service Provider shall:

- Perform in the Production;
- Attend all calls, rehearsals (including all technical and dress rehearsals) and costume fittings as reasonably required by the Producer and Director;
- Learn and prepare any material provided to him/her by the Director to the satisfaction of the Director and Producer;
- Maintain the required level of fitness to perform the role.

Sample Three

Memorandum of Understanding for NAME OF PROJECT

We the undersigned agree that:

1. We will each contribute to the creation NAME OF PROJECT
2. We will each do this on a voluntarily basis
3. We each recognise that expertise cannot be necessarily counted in hours, and that some vital contributions will take less time than others
4. We each commit to attending rehearsals. Rehearsals take place at VENUE, from DATE to DATE, from HOURS each day
5. We each commit to performing in the project. Performances take place at VENUE, from DATE to DATE, from HOURS each day
6. We each commit to taking responsibility for our health and fitness from the beginning of the rehearsal period until the final performance
7. The roles we are most responsible are: LIST ALL NAMES, EACH WITH THEIR PRIMARY ROLE.
8. We each commit to taking on other tasks to make the project happen: LIST ALL NAMES, WITH OTHER RESPONSIBILITIES EACH PERSON IS WILLING TO TAKE ON
9. We recognise that any box office receipts will go first into reimbursing people for project costs. We commit to keeping transparent records of project costs, with a running list of what gets reimbursed first that is agreed upon at production meetings
10. We each commit to attending weekly production meetings, where we will manage the logistics and finances of running the show. Production meetings will be chaired by NAME with NAME taking responsibility for taking minutes and emailing them to the group afterwards
11. The creative credits for NAME OF SHOW will be acknowledged in the following manner LIST HOW PEOPLE WILL BE ACKNOWLEDGED - AS CO-CREATORS, DEVISORS, CO-CHOREOGRAPHERS, ETC
12. We each consent to the use of images and video that we feature in to be used to promote the show in print and online, and for future funding applications for the project
13. If NAME OF PROJECT tours or is remounted for a second season at a later date then signatories to this document will be asked first to participate. If someone doesn't want to be involved then they consent that the remaining members of the group are free to choose their replacement
14. We each commit to solving problems as they arise and using respectful and honest communication at all times.

ADD IN ANYTHING PARTICULAR TO YOUR PROJECT THAT IS IMPORTANT TO YOU AND/OR THE GROUP

Signed by: SIGNATURES, FOLLOWED BY FULL NAMES

Dated: DATE

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