



## **TOURING ARTS CONTRACT**

Contract Between Touring Artist(s) and Sponsor Organization

**TOURING ARTIST(S):** Keep a copy for your records. Send a copy to the South Dakota Arts Council no less than TWO WEEKS prior to the event.

**SPONSOR:** Complete and sign contract. Keep a copy for your records. Send the a copy back to the Touring Artists(s).

**PLEASE TYPE OR PRINT LEGIBLY**

### **SPONSORING NON-PROFIT ORGANIZATION INFORMATION**

#### **TOURING ARTIST(S) INFORMATION**

\_\_\_\_\_  
Touring Program Name (as listed on Roster)

\_\_\_\_\_  
Name of Artist/Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Name of Non-Profit Organization (Sponsor)

\_\_\_\_\_  
EIN/TAX ID for Non-Profit Organization (Sponsor)

☐ Sponsor is a school/government entity (Check box)

\_\_\_\_\_  
Name of Sponsor Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone

#### **EVENT INFORMATION: Live Event and/or Online Event**

\_\_\_\_\_  
Date(s) of Event

\_\_\_\_\_  
Time(s) of Event

☐ Online Event  
(Check box)

\_\_\_\_\_  
Broadcast Platform (Facebook, Zoom, etc.)

\_\_\_\_\_  
Event Location (Place of Live Event)

\_\_\_\_\_  
Address (Physical Location of Live Event)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
County

**PAYMENT PROVISION:** Upon receipt of this signed agreement, the Sponsor agrees to pay the Touring Artist(s) \$ \_\_\_\_\_, (plus any negotiated travel expenses and taxes if applicable) on the day of the event. The South Dakota Arts Council agrees to pay the remaining share of the fee, \$ \_\_\_\_\_, to the Touring Artist(s) after the event.

**EVALUATION FORM:** The SDAC will send the Sponsor an evaluation form. It must be completed by the Sponsor and sent to the SDAC within 30 days after the event. Direct questions to the SDAC at (605)773-3301.

**TERMS AND CONDITIONS:** All of the terms set forth on the reverse side of this page are hereby incorporated into this agreement with the same force and effect as through on this page.

#### **AGREED TO BY – Touring Artist(s)**

#### **AGREED TO BY – Sponsor**

\_\_\_\_\_  
Name of Artist/Representative (type or print legibly)

\_\_\_\_\_  
Name of Sponsor Representative (type or print legibly)

\_\_\_\_\_  
Signature of Artist/Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Sponsor Representative

\_\_\_\_\_  
Date

## Standard Terms

1. **Sponsor:** **SPONSOR** must be a NON-PROFIT ORGANIZATION, SCHOOL, or GOVERNMENT ENTITY.
2. **Engagement:** **SPONSOR** engages **TOURING ARTIST(S)** who agree(s) to perform activity at the date(s), time(s), and place(s) and for the compensation specified herein.
3. **Physical Location:** For live event, **SPONSOR** agrees, at its own expense, to furnish a well heated, lighted, clean and orderly facility on the date(s) and at the time(s) of the event(s) specified herein. **SPONSOR** agrees to provide, at its own expense, all necessary ushers, ticket sellers, ticket takers, dressing rooms, liability insurance, etc.
4. **Online Broadcast Platform:** **SPONSOR** agrees, at its own expense, to furnish an online space/platform for broadcasting on the date(s) and at the time(s) of the event(s) specified herein.
5. **Distribution of content:** For live events, broadcasting, recording or reproduction of the presentation, or any part thereof of a live event, cannot take place without the consent of the **TOURING ARTIST(S)** in advance.

For live online performances/engagements, footage becomes the shared property of the Touring Artist and sponsor. Touring Artists and Sponsors will work together to determine how long live video footage will be hosted online and how the footage will be shared, in whole or in part, by both parties. Sponsors and Touring Artists may not sell or receive additional payment for redistribution of video footage created for this project.

6. **Promotional Materials:** Upon request of **SPONSOR**, **TOURING ARTIST(S)** will provide a description of the program to be presented and supporting program materials. **SPONSOR** agrees to properly distribute and display all promotional materials. All advertisements made or placed by **SPONSOR** shall include the program credit: ***South Dakota Arts Council support is provided with funds from the State of South Dakota, through the Department of Tourism, and the National Endowment for the Arts.***
7. **Impossibility of Presentation:** **TOURING ARTIST(S)** shall be under no liability for failure to appear or perform in the event that such failure is caused by or due to the physical disability or illness of Artist(s), lack of correct information on the contract, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, weather, or any similar cause beyond the control of Artist(s). However, should the **TOURING ARTIST(S)** fail to appear for any other reason, the **SPONSOR** shall be under no obligation to pay the artist's fee. If more than one artist is to appear on a single program, a substitute of equal standing may be supplied for any one or more artists unable to appear and, in that event, **SPONSOR** shall remain obligated in all respects hereunder.
8. **Cancellation:** With the exception of acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, weather, or any similar cause beyond the control of the **SPONSOR**, the **SPONSOR** may not cancel this contract less than 30 days prior to the event without fulfilling its contractual financial obligations to the **TOURING ARTIST(S)** as specified herein [unless a mutual decision to cancel is reached between the **SPONSOR** and the **TOURING ARTIST(S)**]. If the **SPONSOR** cancels an event due to weather or similar cause beyond the control of the **SPONSOR**, and if an alternate date cannot be negotiated, the **SPONSOR** is responsible for paying the **TOURING ARTIST(S)** the full performance fee as specified herein, provided that the **TOURING ARTIST(S)** was at, or en route to, the presentation site.
9. **Discrimination:** **SPONSOR** agrees that no person shall be excluded from participating in, nor be denied the benefits of, any program, activity, or service on the basis of actual or perceived race, color, national origin, sex, religion, disability, sexual orientation, and gender identity; and agrees not to discriminate against any employee or application for employment in the performance of this contract, with respect to his/her hire, tenure, terms, conditions, or privileges or employment, or any matter directly or indirectly related to employment, because of his/her actual or perceived race, color, national origin, sex, religion, disability, sexual orientation, and gender identity.