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**TOURING ARTS CONTRACT**

Version 07/01/2021

*Contract Between Touring Artist(s) and Sponsor Organization*

**TOURING ARTIST(S) and/or SPONSOR:** Keep a copy for your records.

**TOURING ARTIST and/or SPONSOR** must submit Touring Arts Contract to the SDAC for review and approval no later than later than **30 days before engagement**. The South Dakota Arts Council will not accept fiscal year 2022 Touring Arts Contracts after MAY 31, 2022.

PLEASE TYPE OR PRINT LEGIBLY

**SPONSORING NON-PROFIT ORGANIZATION INFORMATION**

**TOURING ARTIST(S) INFORMATION**

Name of Non-Profit Organization (Sponsor)

Touring Program Name (as listed on Roster)

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

Sponsor is a school/government entity (Check box)

Name of Artist/Representative

Name of Sponsor Representative

Address

Address

City, State & Zip Code

City, State & Zip Code

Email Address

Email Address

Telephone

Telephone

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

Online Event  
(Check box)

Date(s) of Event

Time(s) of Event

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) at or following the event.

**TOURING ARTIST(S) & SPONSOR:** The SDAC requires a complete evaluation of the engagement no more than 30 days following an engagement. The SDAC will send an evaluation form to the **SPONSOR** representative. Incomplete or missing evaluation forms will render the **SPONSOR** ineligible to participate in future programs supported by the SDAC.

**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 between TOURING ARTIST and SPONSOR

1. Contract: TOURING ARTIST and/or SPONSOR must submit Touring Arts Contract no later than 30 days before engagement. The South Dakota Arts Council will not accept Touring Arts Contracts after MAY 31, 2022.
2. Evaluation: SPONSOR must submit the evaluation within 30 days of the engagement. Subsequent SPONSOR participation is dependent upon receipt of completed evaluation.
3. Sponsor: TOURING ARTIST (the artist/ensemble) is able to work with sponsors that are nonprofit organizations (federally tax-exempt under the IRS Section 501(c)(3)), units of government, schools, or nonprofit educational institutions (federally tax-exempt under the IRS Section 501(c)(3))\* . Funds may not be used to support activities that occur during a faith-based or religious service.
4. 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.
5. Physical Location: For live event, SPONSOR agrees to provide to the TOURING ARTIST(S), at its own expense, liability insurance, and lighted, clean and orderly accessible facility; and location must be staffed with adequate ushers, ticket sellers, and security, on the date(s) and at the time(s) of the event(s) specified herein.
6. Online Broadcast Platform: SPONSOR agrees, at its own expense, to provide an online space/platform for broadcasting on the date(s) and at the time(s) of the event(s) specified herein.
7. 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.

8. Promotional Materials: All materials publicly advertising the contracted engagement 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.”*** 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.
9. 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 TOURING 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 TOURING 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.
10. Cancellation: 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)], 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. 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 site.
11. 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.

*\*EIN/TIN is required when submitting the TOURING ARTS CONTRACT. The SDAC is funded in part through the National Endowment for the Arts’ (Arts Endowment) State Partnership Agreement. The Arts Endowment’s General Terms and Conditions for Grants and Cooperative Agreements to Organizations apply to all grants/awards that the SDAC issues, including SPONSOR eligibility.*