

FY23



Arts Program Coordinator:
Sarah.Carlson@state.sd.us
605-773-3102
<http://www.artsCouncil.sd.gov>

TOURING ARTIST/ENSEMBLE PERFORMANCE CONTRACT

This contract is an agreement between an SDAC Touring Artist/Ensemble grantee and a Nonprofit Sponsor Organization. **Review page 2** for Standard Terms & Conditions for this contract. Complete the form, sign, and return to the SDAC no later than **30 days** before an engagement. SDAC may then submit for grant payment to the Touring Artist/Ensemble. Please write legibly if completing by hand. Contact SDAC staff with any questions. Thank you!

Touring Artist/Ensemble Information:

Name of Touring Artist/Ensemble Program

Name of Contact for Touring Artist/Ensemble

Address

City, State & ZIP

Email Address

Phone

Nonprofit Sponsor Organization Information:

Legal Name of Nonprofit Sponsor Organization*

Name of Contact for Nonprofit Sponsor Organization

Address

City, State & ZIP

Email Address

Phone

* If Nonprofit Sponsor Org. is a school/govt. entity, check box:

* If Nonprofit Sponsor Org. is a
501(c)3, enter EIN/TAX ID#: _____

Live Event/Engagement Information:

| Name of Event | Name of Location/Venue (or "same as above") | Address | City, State & ZIP | County |
|--|---|---------|-------------------|--------|
| _____ Dates and Times of Performances | | | | _____ |

If live event is online ONLY, check box:

Payment Terms & Conditions:

- The Nonprofit Sponsor Organization agrees to pay at least 50%** of the Touring Artist/Ensemble's negotiated performance fee including travel expenses and applicable taxes, payable no later than the day of the event; and will complete and return an evaluation within 30 days of the engagement; online link to the form is found on page 2 of this contract.
- The SDAC agrees to pay the remaining share of the fee** to the Touring Artist/Ensemble after the event from their SDAC grant fund.

Amount of payment due to Artist/Ensemble:

Nonprofit Sponsor Organization:
\$ _____

South Dakota Arts Council:
\$ _____

Both Touring Artist/Ensemble and Nonprofit Sponsor Organization agree to the Payment Terms and Conditions and the Standard Terms and Conditions (Page 2) of this contract.

| | | |
|---|--------------------|---------------|
| _____ Name of Contact for Touring Artist/Ensemble | _____ Signature | _____ Date |
| _____ Name of Contact for Nonprofit Sponsor Organization | _____ Signature | _____ Date |

South Dakota Arts Council - Touring Artist/Ensemble Program Contract Standard Terms and Conditions

The SDAC Touring Arts program was created to:

- Assist professional artists to expand their regular touring throughout South Dakota
- Provide quality arts programming for communities in all regions of the state

HOSTING ELIGIBILITY/501C3/EIN: Touring Artist/Ensembles agree to work with nonprofit organizations registered and located in South Dakota that are federally tax-exempt under the IRS Section **501(c)(3)**. Eligibility also extends to **units of government** (city, county, state, tribal, federal), **public schools**, or **nonprofit educational institutions**. **Churches and worship centers** may be eligible to participate as long as funds are not used to support activities that occur during a faith-based or religious service.

The Nonprofit Sponsor Organization agrees to provide their Employee Identification Number (**EIN**) or Tax ID Number (**TIN**) **on the contract**. This number is **REQUIRED** when submitting this 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 Nonprofit Sponsor Organization eligibility.

DISCRIMINATION: Both parties agree 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.

CONTRACT: Nonprofit Sponsor Organization and Touring Artist/Ensemble agree on performance **activity** and **compensation** specified at the **dates, times**, and **locations** specified herein.

LOCATION/ONLINE: For live events, at its own expense, the Nonprofit Sponsor Organization agrees to provide to the Touring Artist/Ensemble: a clean, orderly, and accessible **facility**, staffed with adequate ushers, ticket sellers, security; and liability insurance on the dates and at the times of the events specified herein. If the event is broadcast online only, the Nonprofit Sponsor Organization agrees, at its own expense, to provide an **online space/platform** for broadcasting on the dates and times of the events specified herein.

PROMOTION: Touring Artist/Ensemble agrees to provide a description of the artistic performance, bio, photos, and any additional requested supporting materials to the Nonprofit Sponsor Organization in order to advertise this SDAC-supported event. After the signed and returned contract is approved by the SDAC, the Nonprofit Sponsor Organization is allowed to advertise using provided content and promotional materials.

GRANT ACKNOWLEDGMENT: Both parties agree to acknowledge SDAC funding in public promotion of the engagement agreed to in this contract. This SDAC program is funded in part by a grant to SDAC from the National Endowment for the Arts. All published material and announcements regarding any project or production which is financed in part under this grant must include the following special acknowledgment statement: "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." In order to inform audiences of the importance of governmental support for the arts, we request that you include the SDAC logo with this statement in your printed programs and social media posts related to this performance, and/or website or newsletters. SDAC logos are available by request or at <http://www.artsCouncil.sd.gov>.

EVALUATION: The Nonprofit Sponsor Organization **MUST** provide an evaluation of the whole engagement, no more than **30 days following an engagement**. **Incomplete or missing evaluation forms will render the organization ineligible to participate in future programs supported by the SDAC.** The online evaluation is located here: https://sdeforms.na2.adobesign.com/public/esignWidget?wid=CBFCIBAA3AAAblqZhB66zFyTUaCsYnYm0QHAznN-iTtcA2IErU16uKDTpnOCprK0nFYepXLHp4u074f6GA*

FOOTAGE OWNERSHIP/DISTRIBUTION: Nonprofit Sponsor Organization agrees to work with the Touring Artist/Ensemble **in advance** for consent for any recording, broadcasting, or reproduction of the performance, or any part thereof of a live event; and if allowed, to determine how allowed footage will be utilized, hosted, accessible, and shared online in whole or in part, by both parties. Any and all footage becomes the shared property of both parties. NO one may sell or receive additional payment for redistribution of video footage created through this grant-funded program.

IMPOSSIBILITY OF PERFORMANCE: Touring Artist/Ensemble shall be under no liability for inability or failure to appear due to situations beyond the control of Touring Artist/Ensemble (such as the physical disability or illness of Touring Artist/Ensemble, incorrect 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.) If one or more artists in an ensemble is unable to appear for a performance, the Touring Artist/Ensemble agrees to find a replacement/substitute artist of equal standing to perform, and Nonprofit Sponsor Organization agrees they shall remain obligated in all respects hereunder. However, should the Touring Artist/Ensemble fail to appear for any other reason, the Nonprofit Sponsor Organization shall be under no obligation to pay the Touring Artist/Ensemble's fee. Contract negotiations are the responsibility of the Touring Artist/Ensemble and the Nonprofit Sponsor Organization, not the SDAC staff.

CANCELLATION OF EVENT: Unless a mutual decision to cancel is reached between both parties, the Nonprofit Sponsor Organization agrees they will not cancel this contract less than 30 days prior to the event without fulfilling its contractual financial obligations to the Touring Artist/Ensemble as specified herein. If the Touring Artist/Ensemble is traveling to the event location (or already onsite) and the Nonprofit Sponsor Organization cancels an event due to situations beyond their control (such as the physical disability or illness of event staff, incorrect 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) **and if an alternate date cannot be negotiated**, the Nonprofit Sponsor Organization agrees they are responsible for paying the Touring Artist/Ensemble the performance fee as specified herein. Contract negotiations are the responsibility of the Touring Artist/Ensemble and the Nonprofit Sponsor Organization, not the SDAC staff.