

Touring Arts Contract

CONTRACT BETWEEN LOCAL NON-PROFIT ORGANIZATION AND TOURING ARTIST(S)

PLEASE TYPE OR PRINT

TOURING ARTIST(S) INFORMATION

Touring Program Name (as described in Touring Arts Roster):

Contact Person for Touring Artist(s):

Address: _____

City, State & Zip Code:

Email address: _____

Telephone: _____

SPONSORING NON-PROFIT ORGANIZATION INFORMATION

Name of Sponsoring Organization:

Contact Person for Sponsoring Organization:

Address: _____

City, State & Zip Code:

Email address: _____

Telephone: _____

EVENT INFORMATION:

Place of Event: _____

City: _____ State: _____

Date(s) of Event: _____

Address: _____

Zip Code: _____ County: _____

Time(s) of Event: _____

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

PROGRAM CREDIT: Local Sponsor agrees to print on all programs, and/or announce at the Touring Arts event the following credit line: *"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."*

Evaluation Form: The SDAC will send the sponsor an evaluation form. It must be completed **by the sponsor** and sent to the South Dakota Arts Council within 30 days after the event. Direct questions to the SDAC at 1-800-952-3625.

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 – Sponsoring Organization

Name of Authorized Representative (type of print legibly)

Name of Authorized Representative (type or print legibly)

Signature of Authorized Representative for Touring Artist(s) Date

Signature of Authorized Representative for Sponsor Date

SPONSOR: Complete and sign contract. Keep PINK copy for your records. Send the yellow and white (signed) copies back to the Touring Artists(s).
TOURING ARTIST(S): Keep YELLOW copy for your records. Send the white (signed) original to the South Dakota Arts Council.

Updated May 2011

Standard Terms

1. **Sponsor:** Local SPONSOR must be a NON-PROFIT ORGANIZATION.
2. **Engagement:** Local 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. **Facility:** Local 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. Local SPONSOR agrees to provide, at its own expense, all necessary ushers, ticket sellers, ticket takers, dressing rooms, liability insurance, etc.
4. **Program:** Upon request of Local Sponsor, TOURING ARTIST(S) will furnish a copy of the program or catalogue of event(s) to be presented. Local SPONSOR agrees, at its own expense, to print and distribute a sufficient quantity of programs or catalogues in conformity with the material furnished by the Touring Artist(s) and to include in such materials 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.*
5. **Advertising Material:** Upon request of Local Sponsor at least 4 weeks prior to the date of the event(s) and stating the amount and nature of advertising material desired, TOURING ARTIST(S) will, as a courtesy, but not as an obligation, furnish such quantity of cuts, press material, circulars, window cards or posters considered necessary or desirable. Local SPONSOR agrees to properly distribute and display all advertising material received and to pay shipping and/or express charge on material furnished. All advertisements made or placed by Local SPONSOR shall set forth 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.*
6. **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), acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, weather, or any other similar or dissimilar cause beyond the control of Artist(s). However, should the Touring Artist(s) fail to appear for any reason, the local 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, local SPONSOR shall remain obligated in all respects hereunder.
7. **Cancellation:** With the exception of weather or similar act of God for which the Sponsor has no control, the local 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 Local 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 Local 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 enroute to, the presentation site.
8. **Restrictions:** Local SPONSOR agrees to prevent the broadcasting, recording or reproduction by radio, television or any other device of the presentation, or any part thereof, unless an agreement with the Touring Artist(s) is made in advance.
9. **Discrimination:** Local 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 race, color, religion, ancestry, national origin, sex, or disability; 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 race, color, religion, national origin, ancestry, age, sex, or disability.

UNLESS THE LOCAL INFORMATION REQUIRED ON THE REVERSE SIDE OF THIS AGREEMENT IS COMPLETELY FILLED IN OR CORRECTED AS NECESSARY BY THE LOCAL SPONSOR, THE NON-ARRIVAL OF ARTIST(S) CAUSED BY RESULTING LACK OF CORRECT INFORMATION WILL NOT RELIEVE LOCAL SPONSOR FROM FULL RESPONSIBILITY HEREUNDER.