



Blowfish Theatre Example Contract
(used for our 2019 Edinburgh performances)

Agreement of work, terms and payment

This contract is dated: DATE

and is between Blowfish Theatre Ltd, 40 Clarence Road, Chesterfield, S40 1LQ hereinafter called 'the Company'

and ARTIST of ARTIST hereinafter called 'the Artist'.

General Agreement

The Company hereby engages the Artist for Blowfish Theatre's 2019 Edinburgh Festival Fringe performances of 'Trump the Musical' and 'Now That's What I Call Brexit' as outlined in 'Dates and Times of Performances' below.

The Artist is contracted to perform the roles of ROLE 'Trump the Musical', ROLE in 'Now That's What I Call Brexit' and any other roles as agreed between the Artist and Company during rehearsals for both shows.

The Artist is engaged on a self-employed basis and all national insurance and tax payments are the Artist's responsibility.

The Artist may work for another person or organisation on days when s/he is engaged under this contract, provided such employment does not hinder the Artist's ability to perform to their full ability. The Artist must have the Company's prior written permission, as given by the Company director, which shall not be reasonably withheld.

The Artist must maintain the level of presentation and show standard as agreed at rehearsals. Any unauthorised cuts or changes to the show may lead to dismissal. All risk assessments (copies of which are with the Manager Directors) must be adhered to.

Artists are expected to maintain a level of professionalism whilst representing the Company. This includes conduct in venues, with clients and all social media platforms. In addition to personal appearance and hygiene, company uniform and costumes must be clean, tidy and presentable. Any act that may be read as slander to the Company will lead to dismissal. The Company should be under no obligation to make any further payments.

The Artist must not at any time be under the influence of alcohol, drugs or any other illegal substance which would prevent the artist performing in the show.

Unless as a result of medical emergency or accident, should the Artist fail to attend any performance without agreed prior consent, the Company reserves the right to terminate this contract forthwith. The Company should be under no obligation to make any further payments.

Cancellation of Contract By Artist: If this contract is cancelled or voided by the Artist then the Company will be under no obligation to make any further payments.

Regarding insurance, the Artist is responsible for his or her liabilities, and the

Company directors confirm that the company holds insurance for its own liabilities that meets minimum legal requirements.

Failure to Produce: If for any reason the Company does not produce the Production in part or in whole, the Company shall not be liable for paying the artist.

Force Majeure: in the event that either the Company or the Artist is unable to fulfil his/her obligations due to damage or destruction of the venue by fire, verified disability of the Artist, acts or regulations of public authorities, labour difficulties, civil turmoil, strike, epidemic, adverse weather conditions or any unforeseen occurrence rendering the performance(s) impossible; neither the Artist nor the Company shall be held legally responsible for any damages or costs arising from the cancellation of the performance(s) listed herein.

All official communication between the Artist and the Company should be made via email. No other form of communication will be classed as official. This contract represents the entire agreement between both parties and no oral or written communication before the date of this contract shall have any force once this contract is signed by either parties or their representatives.

This contract shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction, unless otherwise mutually agreed.

Dates and Times of Performance

The Artist is required for the following performances, get ins and rehearsals.

Get In and Technical Rehearsal

29th - 30th July, 2019

Date and time tbc

Trump the Musical

One performance everyday for the inclusive period 31st July - 26th August, except the 12th and 19th August.

Time of Performance: 4.15pm - 5.30pm

Now That's What I Call Brexit

One performance everyday for the inclusive period 31st July - 26th August, except the 12th and 19th August.

Time of Performance: 8pm - 9.15pm

In addition, the Artist is required to be present for warm ups no later than 15 minutes before the above start times for every show.

The Artist is also required to contribute to the promotional activity of both shows, as agreed between the Artist and the Company Directors, to be outlined in an appendix to this contract at a later date.

Payment and Fees

Payment in Advance

The Company will pay the Artist £X on the 1st of the following months:

MONTHS

The Company requires an invoice before the dates above in order to issue payment. No payment shall be made before receipt of invoice.

Profit Share

In addition to the Payments in Advance, the Artist will also receive X% of net box office income. 'Net box office income' is all monies received by the Company from Gilded Balloon Ltd after the following deductions: the box office share taken by the Gilded Balloon Ltd as agreed in contracts undertaken between The Company and Gilded Balloon Ltd; all outstanding debts incurred by the Company in financing the productions 'Trump the Musical' and 'Now That's What I Call Brexit' at the Edinburgh Festival Fringe, 2019; any financial penalties incurred by the Company in the production of 'Trump the Musical' and 'Now That's What I Call Brexit' at the Edinburgh Festival Fringe, 2019; and cast expenses as outlined below.

For the avoidance of doubt, the Profit Share will only be allocated to the Artist *if* X% of the net total income received by the Company from the performances in which the Artist performed live *exceeds* the amount already paid out to the Artist through Payments In Advance *after* the above deductions have been made.

Profit Share payments will only be paid by the Company to the Artist upon receipt of box office income from venues. No payments will be made in advance.

Expenses. The Company agrees to reimburse the Artist for petrol and other reasonable travel costs (e.g. standard class train and coach fares) incurred travelling to and from performances. Valid receipts must be provided by the Artist to the Company.

No allowance is made for accommodation or other living expenses.

The Artist is solely and entirely responsible to declaring all income to HMRC and for their own tax affairs.