

PERFORMING LIVE

This is a summary of points to take into consideration if you are performing live – whether organising it yourself, or using the services of an agent or manager or promoter.

- this is going to be your bread & butter income
- about 40,000 professional musos in Australia
 - * **some only concentrate on live music circuit** (i.e. no recording etc.)
 - * others use this as **starting point** to get loyal following and then go into recording (etc.)
- once the Artist is signed up to record contract - performing live is **still essential** - especially as a promotional tool for their records and the artist's image too
- The Artist's record company will often advance monies as "**tour support**" for the Artist after the release of the Album (i.e. to get the Artist out there promoting their Album by performing the tracks live around the intended territory of the sales.

BARGAINING POWER

"Starting Out" Artist -v- "Super-stars"

For:-

- getting the "gig"; and
- terms of the contract.

DEALING WITH POTENTIAL EMPLOYERS

- Good **Manager** helps BUT if starting out, you won't have one yet
- Good **Agent** is very useful to help find live performance work BUT if you have **little experience**, you will have trouble getting work through the agency too

- **At beginning, it is up to you** (& the Band members) to seek out the opportunities.

SHEER HARD WORK (especially, if you are also holding another job to help pay the rent)

- If you know what to expect and what the venues/employers expect you will have more likelihood of securing the “gig” you are seeking.

eg. Does the venue only book

high profile acts

or

a certain type of music (eg. rock, jazz etc.)

- Once you have **identified the right venue** for your level of experience and type of music, try to find out

- * if the venue you are targeting does its own booking, or

- * if they use a booking agent to find and secure the acts for them

[See: The Australasian Music Industry Directory - “Booking Agents”)

THEN MARKET AND PROMOTE YOURSELF LIKE MAD!

BASIC TERMS

Bargaining Power is the issue to determining how favourable the terms will be.

BUT ALL Live Performance Deals should cover the following BASIC ISSUES:-

- **WHO** is to perform?
- **WHERE** is the performance to take place?
- **WHEN** will it happen?
- **HOW LONG** must the performance run?

- WHAT will you be performing?
- HOW MUCH will you be PAID and WHEN? (including **Deposit**)
- FREE TICKETS - How Many?
- CANCELLATION provisions?

Other Terms can be added depending on what your needs are for the performance.

Larger and more established venues have their own "STANDARD FORM BOOKING CONTRACT".

MAKE SURE YOU READ THESE CAREFULLY and ENSURE THEY COVER THE BASIC ISSUES AT LEAST.

If NO such agreement is forthcoming from Venue, ensure that you (or your Manager/Agent) discusses all the relevant terms and confirms them in writing.

It is useful to have a Booking Confirmation Agreement ready for your use anyway - even if just as a CHECKLIST of things to discuss.

Set Up/Access to Venue - Ensure enough time before audience is admitted to set up stage, light and sound equipment, to carry out related checks.

Anything supplied by the Venue must be in good working order (Agreement should say this)

Security - the Venue should supply adequate security (for the performers and their equipment)

Also good supervision of the audience (to ensure their orderly conduct)

Power Requirements - Employer should supply **adequate and safe** power and power facilities to the stage.

Dressing Rooms - Find out what is available and ensure it is for your **exclusive** use during the show and **lockable or secure**.

Catering - Order what you need, NOT what you can get! In the end the cost comes out of the performers pocket.

Recording the Performance - An Australian performer must authorise the recording of his/her performance on film or tape/record.

Ensure Agreement states that no-one with filming/recording equipment of any kind to be permitted to attend the performance except with Your prior written permission.

BUT, if you are permitting this and if you have employed musos in your act, you must obtain those musos permission to the recording/filming of their performance too.

All this should be **in writing**.

Permits and Consents - Employer must get all permits and consents to enable the live performance to take place in a particular venue or location.

Includes,

- APRA venue permit/licence
- police/fire dept/local authority "okays"
- liquor licensing

ASK about the **NOISE LEVEL** limitations at a particular venue - as these will normally be passed onto You (either in the contract or by a remote/automatic system at the venue itself)

(Eg. **Dance Night Promoter - Power automatically turned off**)

Insurance - Public Liability insurance should be taken out by:-

- You (the performers)

AND

- the Venue and Promoter

BECAUSE each of the above may be able to be sued for the one accident and the insurance policy will normally only insure the party to the insurance contract.

Accommodation

Who provides and arranges?

For what period is it to be provided?

Who pays for it?

What is the minimum standard?

Cancellation/Termination

CONFIRM IN THE AGREEMENT

- By Venue - with prior reasonable notice - not less than 21 days before performance (as required by Musicians Union)
- forfeit deposit
- if less than 21 days notice - must pay whole fee
- By Performer - written notice at least 21 days before - refund the deposit
- BUT able to terminate at any time before performance in case of inability to perform as a result of sickness, injury, accident, transport problems... anything beyond control of the Performer.

ROLE OF THE UNIONS

As a performer, consider becoming a member of the relevant Unions:-

The Media, Entertainment and Arts Alliance (MEAA) (for singers/performers of all kinds)

Musicians Union (for musicians)

They set minimum standards and conditions of employment for their members and ensure that employers do not impose less than these.

They come out fighting for you if you are wronged by an employer.

BUT YOU MUST BE A MEMBER. If you are not, you must have very strong contracts in place and are normally left with having to seek legal redress (which is time-consuming, frustrating and expensive.)

TOURING

1. **Do it Yourself** (i.e. You and Your Manager)

OR

2. Using a **Promoter** - to take on the administrative tasks of dealing with venues, lighting and transport companies, publicists, the media etc. All this should be in close consultation with You and Your Manager and on certain issues (eg. location of gigs, publicity), subject to Your prior consent.

If you use a Promoter, ensure you have a clear written agreement.

USING A PROMOTER

No special qualifications to call yourself a promoter.

Australasian Music Industry Directory lists many - some are very well known.

Find out what you can about a potential Promoter before doing business with him/her.

Best to use a written agreement.

For some essential considerations.

Including:-

* **Remuneration to Artist**

- Set Performance Fee

(Deposit - Balance - When Payable?)

- Percentage of Gross or Nett Income

Careful Definitions Necessary)

- Minimum Fee OR Flat percentage of the Gross or Nett Income (Whichever is Greater)
- Minimum Fee PLUS an escalating Percentage of Gross Income Exceeding a Particular Amount (eg. The Minimum Fee)

Employment of Musicians For Your Performance

If you are hiring musicians for the session work, as opposed to performing as a band under a partnership or company, you must be aware of and comply with the relevant industrial award.

Session musicians and backing vocalists are covered by awards and their remuneration is determined by the relevant award provisions.

The Media, Entertainment and Arts Alliance (MEAA) prescribes the awards relating to them and you should contact the MEAA or the **Musicians Union** for the most current rates and conditions.

Protection of Performers

An Australian performer must authorise the recording of his/her performance. It is therefore important to remember, particularly when using musicians for recording sessions that the performer has a right to determine whether or not the performance will be recorded, reproduced and commercially released.

If you use session musicians, you must obtain the necessary clearances under the Performers' Protection legislation. The musician's consent should :

- be in the form of a written confirmation by each musician or performer that they consent to their performance being recorded and commercially released.

- amount to an assignment of all rights which the musician or performer may have in relation to the sound recording made during the recording sessions
- be an express acknowledgment that the copyright owner of the sound recording will be exclusively entitled to exploit the sound recording and receive all proceeds from such exploitation.

PERFORMING LIVE (Some Essentials)

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