

A COMPLETELY REVISED AND UPDATED EDITION
OF THE DEFINITIVE GUIDE TO 'MUSIC BUSINESS'

3RD
EDITION

MUSIC BUSINESS

A MUSICIAN'S GUIDE TO THE AUSTRALIAN MUSIC INDUSTRY
BY TOP AUSTRALIAN LAWYER AND DEALMAKER

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7

PERFORMING LIVE

LIVE PERFORMANCE IS THE BREAD AND BUTTER OF MOST MUSICIANS. WHETHER YOU ARE A ROCK STAR, AN OPERA SINGER OR A RESTAURANT PIANO PLAYER, YOUR INCOME FROM LIVE PERFORMANCE IS PROBABLY YOUR STAPLE SOURCE OF INCOME. THIS CHAPTER DISCUSSES THE PROBLEMS INVOLVED IN PERFORMING AND TOURING, WORKING WITH AGENTS AND PROMOTERS, OR ORGANISING IT YOURSELF. IT EXAMINES MANY OF THE BUSINESS ISSUES THAT MUST BE CONSIDERED WHEN NEGOTIATING CONTRACTS WITH VENUES AND PROMOTERS. SAMPLE CONTRACTS ARE INCLUDED.

STARTING OUT ON THE ROAD

Live performance is a fundamental component of the music industry. It's not always pretty, but it's basic. From the 1996 Census it would appear that there are approximately 7,000 professional musicians in Australia and it's a safe bet that 95% of them have played clubs and pubs at some time in their careers.

Many bands play the live circuit in their local area, with little likelihood or expectation of getting further. Every night, there are thousands of musicians playing in pubs and clubs throughout the country. For these people, this is their only work, and for those musicians with families and mortgages and all the usual expenses of adult life, it's a very serious business. Most of these will never be famous nor wealthy (at least from their work as performers). They are professional musicians, providing entertainment to the public. There might be a lot of satisfaction for them, but not much glamour!

For others, particularly in the contemporary/rock scene, playing live is used for honing the skills of the band and attracting a loyal following and attracting the notice that may eventually lead to a record contract. Indeed, delivering a great live show (or a potentially great live show) can be the single critical factor in advancing a band's career. A great live show can attract notice from record companies, publishing companies, and booking agents (who are always looking for a good act to add to their roster).

Once a musician is a successful recording artist, the world changes. Playing live is no longer an end in itself. The clubs and pubs are replaced by specialised music performance venues, concert halls and entertainment centres and the deals get much more complex (in direct proportion to the expectation of profits). Live appearances start to become promotional devices to sell records and T-shirts, rather than the primary income source. Even then, no artist can afford to stop giving value for money at concerts. Meanwhile, the public's expectations of the artist's live work tends to escalate in direct proportion with the number of records the artist sells, as does the cost of performing and the consequences of a below-par performance.

BARGAINING POWER

As in all contractual relationships, the terms governing live performances are directly related to the respective bargaining power of the parties. Musicians at the beginning of their career will do almost anything to get a gig and will accept almost any terms. Those who have a record that is selling well can negotiate reasonable terms, while super-stars can demand terms that can make a promoter's eyes water.

DEALING WITH POTENTIAL EMPLOYERS

If you are starting out, you probably won't have an experienced manager and almost certainly won't have a powerful agent.

You will be personally responsible for scrounging opportunities to perform. This can be lonely and very depressing. Your success in getting work will be almost completely dependent on your own level of energy, persuasion and talents.

You must approach potential venues in an organised and professional way. A disorganised approach will not endear you (unless, perhaps, you are a comedy act) and will only reduce your chances of competing with experienced professionals. Some venues do their own booking but, more commonly, they retain a booking agent or venue consultant to organise the hiring and organising of entertainers. Find out, in advance, how each potential venue does it. The *Australasian Music Industry Directory* is a good place to start. It will provide you with the contact details of the venues and the booking agents. Get on the phone!

How are you going to persuade them to hire you? Not every venue is a potential market for your music, so you might as well do your homework; be selective and be persistent. You will have to sort out which venues are realistic possibilities. Find out what style of music the venue features and what levels

of success musicians are expected to have achieved before they are invited to perform there. Often the best way of doing this research is to look at the gig guides and ads in the free street press. If you are not already familiar with your target venues, it is a good idea to go along and familiarise yourself with the way the venue operates, the atmosphere it has and the type of crowd it attracts.

Do you have a top-quality demo CD to show venues, their bookers and agents what you do and how well you do it? Put your best track first. The demo should only have three tracks and must exemplify the style of your music and the quality of your performance. It can be a live performance (because it shows that you can make the transition from the studio to the stage) but there must be no excuses. The demo is your sales instrument. Can you get a friend who is known and trusted by the venue operator to put in a good word for you? Do you have a photo and other publicity and promotional material that can be adapted for the venue to use? Potential employers are not going to put themselves out for you and nor are they likely to take a risk on you. Why should they? It's up to you to convince them!

BASIC TERMS

When you start out, you will find that you are not in a position to demand very favourable terms and you are certainly not going to be getting into heavy negotiations for fear of not being offered the job.

All live performance deals have the same core issues:

- Who is to perform?
- Where is the performance?
- When is it to happen?
- How long must the performance run?
- What will you be performing?
- How much will you be paid, and when?

Then you can add as much detail as you like: transport and accommodation; provision of sound and lighting equipment; arrangements for access for and timing of load in, sound and lighting checks and load out; billing with other artists; promotional responsibilities; food and drink riders, parking and so on.

Venues of any reasonable size will supply you with their 'standard form' booking contract, though some aren't that organised. Some contracts are quite good. Some may be more hindrance than help. You will only find out if you take the trouble to read them before committing yourself to the venue.

If the employer hasn't or won't put the deal in writing, make sure you discuss all the relevant points and then confirm them in writing yourself. Your letter doesn't have to be formal and full of legalese.

Dear Anna,

I enjoyed our discussions on Monday and am pleased that you've booked us to play on March 13th. The following is just a confirmation of my understanding of our deal. If I have misunderstood anything, please contact me at once so that we can sort it out.

Best regards,

You can enclose a **Short Form Booking Confirmation** that will contain the necessary details. The purpose of this document is twofold:

- to ensure that you have the expectations of the venue absolutely clear (and vice versa); and
- to provide some evidence of the terms of the deal in the unfortunate event that things go wrong.

It doesn't have to be signed by both parties: you can be sure that if you have got something wrong, you will get a call from the venue very quickly indeed! Most problems are due to confusion or misinterpretation rather than malice. If you confirm the terms, you can avoid a lot of unnecessary pain.

A short form booking confirmation can look something like this.

SHORT FORM BOOKING CONFIRMATION

ARTIST (a) name
 (b) address:

EMPLOYER (a) name
 (b) address:

PERFORMANCE DETAILS

- (a) **Venue**..... at
- (b) **Capacity**.....
- (c) **Date(s)**
- (d) **Fee** (or basis of calculation)
 - (i) **Deposit**
 - (ii) **Time of deposit payment**
 - (iii) **Payment shall be by cash immediately after each performance.**
 - (iv) **GST: Fee is exclusive of GST. Artist is registered for GST and must provide a GST Tax Invoice.**

(e) **Times**

- (i) Equipment access.....
- (ii) Sound check.....
- (iii) Doors open.....
- (iv) Performance
 - (a) no. of sets.....
 - (b) duration of a set.....
 - (c) duration of breaks.....
- (v) Equipment removal.....

(f) **Cover charge** \$

(g) **Stage requirements**.....
.....

(h) **Power requirements**

(i) **Order of billing**.....

(j) **Transport arrangements**.....

(k) **Accommodation**

(l) **Promotion arrangements**

(m) **Refreshments arrangements**

(n) **Special provisions**.....

Signed by/for and
on behalf of Artist.....
Date

Signed by/for and
on behalf of Employer.....
Date

ENFORCEMENT OF THE DEAL

The best thing you can do is to join the Musicians’ Union or the Media Arts and Entertainment Alliance. This way you gain at least some protection and someone to be on your side. These Unions act to make sure employers do not impose less than the minimum conditions of employment. Of course, most musicians at the beginning of their career will accept almost any deal in the hope that they will get a break. Most don’t even go to the trouble of finding out what their union believes are minimum conditions. You should.

Sharp operators who abuse young musicians often end the evening with the biggest insult of all: they don't pay up. If you are a member of a Union, you can call on its help. They have full-time officers who chew ankles on behalf of their members. If you're not a member, your choices are limited, generally expensive, and very lonely.

TAX

Don't destroy your relationship with the venue (or its consultants) by complaining because it insists on deducting tax from your fees. It is obliged to do this unless you can prove that you are a registered company or a formal partnership with a tax file number.

Some of the venues won't know their legal obligations, but most do. If you don't want the tax taken out at source, make it easy for the venue and be prepared to provide all of the requirements they need, which are as follows.

- (i) If your group is a registered company, you must supply the employer with the ABN of your company.
- (ii) If your group is a partnership, you must supply the ABN of the partnership.
- (iii) If you haven't formalised a company or partnership structure, at least make sure that you can supply the ABN of everyone in the group. However, most venues just want to deal with one ABN and usually, one of the members of the group gives his or her ABN to the venue, gets paid, and then has to pay the other members of the group. This means that the person who distributes the money has to make sure that he or she has the ABN of each of the band members. It is unsatisfactory, but if the venue demands it, what small band can refuse?
- (iv) If you turn over \$50,000 (or in the course of the year might do so), make sure that you are registered for GST and always supply a valid tax invoice. If GST is payable and you aren't registered or haven't supplied a proper tax invoice, there is no way that the venue can pay you the GST component of the fee and claim it back. You will have to pay the tax out of your fee. Even if you do not expect to earn \$50,000 or more, many musicians are finding that it is worth registering for GST simply because it is reassuring for the venue to know that it has fulfilled its GST obligations and that it can off-set the payment against the GST that it has collected. (For further information on GST, see Chapter 35, **Keeping the Books.**)

THE ROLE OF THE AGENT

In every city there are a few key agencies and every band wants to be on their books. If you need an agent, the first step is to read the Booking Agents' listings in the *Australasian Music Industry Directory*. Consider the alternatives. Some are quite large organisations. Some are very small. Size, as they say, is not necessarily important. You may be better off in a small agency where you may get more individual service than in the larger agencies, where the priority is likely to be given to the most established money earners. On the other hand, being in a larger agency may give you the opportunity to share the bill with established acts and this can provide valuable exposure and experience.

Moreover, it is important to work out which agencies specialise in your sort of music. Agents who book rock usually don't book dance music, children's music, chamber orchestras, jazz or country music. To save time, and your dignity, make sure that the agent you approach is at least interested in your genre of music.

Once you have sorted out some preferences, nothing beats going around asking other artists and venues of their experiences with various booking agents.

An honest, enthusiastic agent can make you a lot of money and get you good, high-profile venues. The alternative doesn't bear thinking about! Assuming you can get a serious agent to take you on, he or she will try to get you work that is suitable to your talent and level of development. If you are in big demand, your agent will sift the offers and act as a first line of defence!

For further information, refer to Chapter 4, **Agents**.

TOURING

There is a myth in the music industry that you can't make money out of touring in Australia. Like all myths, although the statement itself is demonstrably wrong, it hints at some important truths.

As a general rule, 'agents' book Australian acts for performances in Australia, whereas 'promoters' book international acts for performances in Australia. That said, there are situations in which a local promoter conceives of a completely local show and decides to put it all together. The promoter hires the venue, contracts with the act, arranges sound, lights and publicity, contracts with suppliers of food and beverages. It then sets and charges a ticket price reflecting the costs of mounting the show plus the desired profit margin. In this chapter, references to 'promoters' are local promoters who are staging the entire show.

Where the act uses an agent, it is the agent who has to sell the act to the venues and contract those venues. The performer's manager or tour manager

will arrange transport and accommodation and liaise with the venue about sound, lighting, publicity, media and so on. As well as taking on most of the administrative nightmares, the agent may guarantee the act minimum fees that will be paid whether or not an audience shows up. If you are organising the tour yourself, you don't have the luxury of having an agent to do most of the basic administration. It's all up to you.

Remember that in the field of live performance, nobody has to stay in concrete roles: depending on the circumstances (and the potential for profit), the hat that one wears in one venture may be quite different in another. For example, sometimes the artist acts as a DIY-agent and does deals directly with the venues. At other times, an artist's agent may be retained by a venue to act as its booker; that venue may be only interested in booking acts for its own venue or may also operate as a quasi-promoter, funding the whole tour and selling-off shows to other venues. In still other situations, the agent of a tour will be dealing with some venues that act only as venue operators and others that are acting both as venue operators and quasi-promoters. Obviously there are important differences between these deals. Theoretically they are completely different but in practice, because so many venue operators also act as quasi-promoters, and so many agents act as quasi-promoters, the line between venue and promoter and between promoter and agent, can often be a thin one.

At the end of the day it comes down to negotiating exactly what each party is going to contribute to the staging of the event. Because of this, labels are often misleading and it is only functions that are important.

DOING IT YOURSELF

PLANNING THE TOUR

Whether the tour is interstate or only intrastate, because of the distances between cities, the pre-tour planning must be meticulous.

Planning the itinerary is an art form in itself. Whether you book the shows yourself or through an agent, make sure that the routing is cost effective. No doubling back, no touring out from a central base (and thus doubling the distance travelled). Travel costs have to be kept to a minimum.

How many people do you really need in your entourage? Keeping the touring party as small as possible is a good start. Every wage, fare and hotel tab comes out of your profit. Could you pick up the people you will need to run the shows while you are on the road, or do you have to take them with you? You might choose to take your own sound person, but you might find that a local operator (who is used to the dynamics of the room and its sound system) would be both cheaper and more effective. If you require accompaniment or additional musicians, does it make sense to take them

with you or is it more cost effective to pick up new musicians in each city or region? Do you really need to take a guitar technician as well as a roadie? Will having both make the proposed tour uneconomic? Can you afford not to take technical help? Although precautions against technical and instrument problems can cost money, a performance marred by unnecessary and annoying technical glitches will be remembered long after you leave town.

You must leave yourself enough time between performances to do the necessary travel and to recuperate from the strains of both travel and performance. It's a difficult balancing act. You must maximise your earning potential without exhausting yourself. The longer the tour, the greater the strain. Do too much and, by the end of the tour, you will hate yourself and the whole touring party. Whatever Neil Young may say about it being better to burn out than fade away, if you are too exhausted to bring 100% to the show, a mediocre performance has the potential to do untold damage to your credibility with the audience.

Whether you fly, train bus or drive, is a matter for your individual budget and the requirements of the tour schedule. If the tour is Sydney- Melbourne- Adelaide-Perth in two weeks, planes are the answer. If you are touring from Brisbane to Melbourne, performing at thirty secondary population centres in between, air travel is probably the most expensive and least convenient way of doing it.

Accommodation is always an issue on a tour. Everyone likes to stay in ritzy hotels with gold-plated taps, but hotels like that cost a lot and all those costs come out of your pocket. Choose good-value accommodation, ask for the corporate rate and remember to avoid the usual traps like the mini-bar and using the telephone in your hotel room. You pay a fortune for those little conveniences. Those who have gone before you and established a touring circuit will know about the good-value motels and hotels which can tolerate tired musicians coming back late at night, and might even allow a late check-out to accommodate your need for rest. It pays to ask around.

BUDGET PREPARATION

Budget the tour costs thoroughly and pessimistically. Remember the general rule is - things always cost more than you think and you always make less than you deserve. If you budget accordingly, you won't go far wrong. Where you can get an accurate costing on a budget item, do so. If you have to use an estimate, talk to others who have done similar tours and find out what their actual costs were and add in a factor for cost increases. To these costs, add a 10%-15% contingency. You will need it.

An example of a tour budget is set out at the end of this section. It shows the expenditure items down the left side. Each day's expenditure is set out in columns, to give a total figure. Don't forget to set a reasonable per diem for

everyone. Food, drink, accommodation and local travel requirements all have to be taken into account in striking an allowance for each member of the travelling group. These costs, called 'per diems' should be paid - not only because it is fair to the individuals but also because it provides budgeting certainty for the business. If someone wants to order a bottle of Veuve Cliquot after the show, they can, but it goes on their personal bill, not the band's.

A competent manager and tour manager will know the likely costs for each item, how to assemble accurate costings, how to minimise your costs and how to keep the tour on budget. This expertise is essential, but choose carefully. If you haven't worked with a particular tour manager before, don't just put your faith in the big-time names they put on their resumes. Talk to the people who used them.

EXAMPLE TOUR BUDGET			
EXPENSES	DAY 1	DAY 2	DAY 3
Transport			
Air-fares			
Freight			
Insurances			
Sound mixer			
Lighting			
Hired lighting			
Equipment Hire			
Electrician			
Rigger			
Loaders			
Guitars/drum tech			
Door person			
Catering			
Accommodation			
Publicist			
Media Production			
Posters – artwork/printing			
Communication			
APRA (if promoter/venue)			
PPCA (if promoter/venue)			
Per diems			
Postage and couriers			
Contingency			
Sub totals			

FUNDING THE TOUR

A budget is no use unless it can be funded. Once you have a budget that is as accurate as you can achieve, work out how you are going to cover the costs. There are many options. Is it coming from your savings; is the record company advancing the tour costs; are you using advances from your publishing company; do you have a sponsor; are you gambling on making enough from ticket sales to cash flow the tour? If you are relying on ticket sales, you are entering very risky waters indeed. Such grand gestures are usually rewarded with great pain.

Don't forget that you may be able to avoid some of your costs by getting those engagingly named benefits, 'freebies' and 'contras'. For example, you may get free accommodation with a motel chain, poster printing or perhaps reduced van-hire, in return for some quite simple promotion work during the tour or in the show.

CONTRACTING THE PERFORMANCES

Performers who are sufficiently established to mount a tour of any real size will probably have an agency to take care of much of the negotiating and contracting with venues and venue bookers. Whether you have an agent or not, you or your manager should always be involved in the planning for and the negotiations of tour dates and conditions. After all, you are the one that will have to perform on the night. It's your reputation on the line.

DOING IT WITH AN AGENT OR A PROMOTER

Even Dick Smith doesn't sell a gauge that will measure the honesty and professionalism of agents or promoters. You don't need any formal qualifications to call yourself either an agent or a promoter. They are relatively unregulated. There is no real industry supervision of standards. There are those who survive and there are those who don't. They come from many different backgrounds: some were musicians, tour managers, roadies, accountants or lawyers. Some are business men and women who are devotees of particular acts. Most are inspired by the belief that their individual talents will give them the edge needed to make dollars from an act which other promoters either didn't recognise as a money spinner or couldn't sign.

One glance at the 'Agent' and 'Promoter' listings in the *Australasian Music Industry Directory* shows some are large and famous companies. Others aren't and never will be. Some have substantial administrations while others have only a mobile phone and an old station wagon with a stained mattress in the back. Some deal with tours of major entertainment centres and huge open-air venues. Others deal with city clubs and country dance halls.

At every level of the live performance business, life is highly competitive. The agents and promoters who are well established and have national and international reputations vie for the biggest national and international acts. These operators maintain substantial offices and staff; if you ring them this week they will be on the same number next week. There is a frighteningly fast turnover amongst smaller fry, simply because one substantial loss is likely to harpoon the whole operation, unless it has substantial cash reserves or an amazingly understanding bank manager.

The smaller companies attract less famous acts but run smaller operations. This doesn't necessarily mean they make less money. Quite the reverse. They can make more over-all, because they can negotiate favourable deals with artists who do not have the commercial clout of a major act, they spend less on establishing and maintaining the relationships and can have much lower overheads. In other words, they can turn over many small deals at a profit, rather than have to take on the riskier business of taking on a relatively small number of large promotions, each of which may reap large profits but which might just as easily end as an enormous loss. When touring the largest acts, one act that fails to draw the anticipated crowds can wipe out the profit earned from all the other events promoted during the year.

PROMOTER ATTITUDES

If you are a musician and have been offered a deal with a local or overseas promoter, it is important to find out about the individual and the company. Talk to people who know about and have dealt with the promoter. Remember that a promoter is a sales professional so you expect the spiel to be good. They won't volunteer to tell you of their weaknesses. Why should they be different from the rest of humanity? You have to find out about those for yourself. In other words, your decision must be an informed one.

As a musician, you must remember that your interests will not always coincide with the promoter's. You need to have a long-term view of your career, but some promoters (certainly not the majority of them) can be preoccupied with turning a profit out of the immediate opportunity. You may see the tour as a means of promoting your new album, whereas the promoter is hoping to sell enough seats to cover the costs and have enough left over to pay the rent on Monday. Your album only matters to the promoter if publicity for it will help sell tickets.

The promoter's prime concern is to make a profit (or at least to lose as little as possible) on the first tour. After that, the promoter can see if the first tour created a demand that would justify another tour and another and so on. By then, the promoter will be able to make a profit (if all goes according to plan) and the artist will probably get a better deal too. Of course, superstars

or artists with established ‘draw’ cause promoters less worry, but the same considerations apply; a good tour will encourage more touring by that artist, which should benefit both the artist and the promoter.

Because of this different perspective and motivation, the parties to the touring agreement must take particular care over the details of the relationship. What you take to be obvious and ‘goes without saying’ may not be part of the other party’s needs, desires or intentions.

THE LETTER OF INTENT

The first conflict between the promoter’s interests and those of the artist, is that the promoter will not wish to enter a binding commitment with the act until it is sure that the necessary tour arrangements are in place. The act, on the other hand, does not want to block out a large section of its bookings-diary, merely on the strength of a ‘may-be’, nor does the act want a promoter using the act’s name or starting rumours about a forthcoming tour, unless the tour will definitely happen.

To avoid this, promoters and artists usually enter a Letter of Intent. This should make it clear that the parties are prepared to negotiate but have not entered a final and binding agreement. Its wording should give the promoter sufficient security to make preliminary inquiries, arrangements and venue reservations but should limit the extent to which the promoter can use the artist’s name and reputation. Frequently, they will contain a requirement that the artist not negotiate with any other promoter, at least until the detailed negotiations with the present promoter are concluded.

If the negotiations drag on, the delay can disadvantage either or both parties. If negotiations fall through at the last moment, the promoter may already be financially committed and this could be used by a hard-hearted artist’s manager as a bargaining tool to negotiate for better terms. On the other hand, if the deal falls through at the last moment, the artist may not have an opportunity to get other work during the period. Both are at risk of losing money. Both have an incentive to make it work.

REMUNERATION

Although the financial arrangements between artists and venues or artists and promoters vary enormously, there are a number of classic deal types.

THE SET PERFORMANCE FEE

Some acts simply contract for a set fee per performance. They get that fee whether 1,000 people turn up or just the drummer’s mum. This type of deal is the most secure arrangement for the artist, but does not provide any opportunity for it to participate in the profits, assuming there are any.

THE PERCENTAGE OF GROSS OR NET

Many of the major popular music acts work on a percentage of the gross revenue earned by the performance before any deductions are made for overheads or costs ('the gross'). Obviously this gives the act the greatest opportunity for 'blue sky' profit. On the other hand, it limits the potential profits for the promoter. In Australia at least, this kind of deal seems to be very much the exception rather than the rule. In the United States, deals based on the gross are more common. Some of the super-groups can demand up to 85% of the gross, where they supply their show as a complete package, leaving the venue/promoter to be, in effect, a glorified administrator. When those stars come to Australia, they demand similar deals from the local promoters.

Promoters are wary of deals based on the gross, because they can leave the promoter in a very precarious position if the promoter has to meet the costs out of its small share before it sees any profits. Any hiccup could mean financial disaster.

In Australia, it is usual for the promoter to pay for lighting, accommodation and freight within Australia for personnel and gear. Deals that provide for the promoter to deduct nominated expenses before calculating the artist's percentage ('net' deals) are preferred here, because they give the promoter some comfort, by allowing it to recover its expenses 'off the top'. If the percentage is to be calculated on net rather than on the gross, the percentages will be between 75% and (absolute tops) 90% of net.

Ironically, what works for the most powerful musicians is also used by some of the weakest. All Australian musicians who have worked in pubs will be familiar with the 'door deal'. As with any payment arrangement, there are numerous variations but, basically, the band doesn't get a fee for performing but instead, gets the venue's cover-charge (or a share of the cover charge) paid by the audience while the pub gets the bar-profits. No risk for the pub, high risk for the artist. It is also in breach of the Musicians' Award.

FEE AGAINST PERCENTAGE OF THE GROSS OR NET

This provides the artist with a minimum fee but also a potential share in the profits, e.g. the deal may be \$20,000 against either 50% of the gross or a larger percentage of the net. (What this means is that you get the greater of \$20,000 or 50% of the gross.)

As an example: if the gross turned out to be \$80,000, the act would get \$40,000 (i.e. the \$2,000 fee plus another \$20,000, to make it up to 50% of the gross). If, however, the event was not so successful and only grossed \$30,000, the act would still get its \$20,000, but that would be all, because the minimum fee was greater than 50% of the gross. The same principles apply if done on a net basis, but of course the percentages would change accordingly.

For a smaller act doing its own deal with a venue, this is the proper way to do a legal 'door deal'. There has to be a guaranteed minimum fee (which is not less than the minimum Award payment see <http://www.musicians.asn.au/union/rates.html>) against the artist's share of the door takings. In other words, the artist gets whichever amount is the greater.

FEE AGAINST STAGGERED PERCENTAGE OF THE GROSS

Again this provides a minimum fee, but the artist's entitlement to participate in the gross escalates with the success of the venture, so the artist may receive the minimum fee but no percentage unless the gross reaches certain trigger points. For example:

Gross 0 – \$20,000	= zero participation
Gross \$20,001 – \$40,000	= escalation to 10% of gross
Gross \$40,001 – \$60,000	= escalation to 15% of gross
Gross \$60,001 – \$80,000	= escalation to 20% of gross
Gross \$80,001 +	= escalation to 25% of gross

This is a frequently used structure, as it provides the artist with a guaranteed fee and still allows for equitable profit participation as the increments are gradual and the promoter still has an incentive to make the gross as big as possible.

NET PARTICIPATION DEALS

The net deals which are favoured in Australia (all the major promoters here do net deals), can be just as fair to both parties, but the fact that certain expenses can be deducted 'off the top' complicates the contracting and the accounting somewhat. As with any deal based on net figures, two problems arise: first, what expenses are permissible deductions from the gross; and, second, what proof is there that the money was actually spent? Only certain types of expenses should be allowed as deductible and the artist should always be supplied with documentary verification of all expenses that are to be deducted from the gross.

THE FOUR WALLS DEAL

These are many variations on this one. Sometimes the venue operator acts as the promoter of an event, so it supplies the venue and the artist supplies the whole package that goes in it. Sometimes the venue will supply the staff and all sound and lighting production, leaving publicity material and so on to be supplied by the act. If the act is bigger, the venue often supplies the staff but the act supplies all sound and lighting production. Because of the flexibility of this deal, it is frequently used by major acts, who don't need guarantees and

who can supply a show as a complete package.

Even the means by which the venue makes a profit varies. Some will want just a set hire fee, others take a hire fee against a share of the profits and still others work on a straight profit-split. Sometimes the merchandising will be handled by the venue.

PAYMENT

When working out the basic performance fee, always define the amount of the deposit and the timing of its payment. Similarly, make it clear when the balance will be due and whether it will be paid by bank cheque, cash or (as Chuck Berry made famous) gold bullion.

Getting paid is probably the greatest area of concern - at least for the act. Again, you will get no better information about promoters and venues than what you can learn from artists who have been there before you. What is the proposed venue's or promoter's reputation in the business? How efficient has the administration been? Was there any delay in paying for the transport costs or paying the deposit? Was the promised standard of accommodation provided, or was it approaching the kennel end of the market? Was the promotion of the promised quality? Look for signs of financial trouble and keep several grains of salt handy when listening to any (no doubt very plausible) explanations to justify digressions from the agreed plan.

It is easy to say that you should only work with promoters or venues that have a nice fat bank account but the fact is even the biggest operators have their cash-flow problems from time to time. Promoters who are handling the lower end of the market will often be scratching to make the final payment. All too often it is the artists who end up losing out when another ambitious, convincing, but under-funded promoter goes broke.

Most of the big acts demand 50% of their total fee to be paid as a deposit. This deposit is payable when the contract is signed. To protect each party's interests, the balance is often paid into an 'escrow account' (i.e. a kind of trust account, in which the money is held until it is due to be paid to the artist) well before the performance. Bank guarantees or letters of credit are also used, particularly where the fees are large.

The first time a major act signs with a promoter, each party will be very cautious about payment arrangements. Often, however, after they have worked together a few times and developed a more personal relationship, the rigour of the arrangements as to payment may well relax. This eases the pressure on everyone, but is no reason for either to become complacent. If the fees relate to a tour (rather than just one or two performances) the contract will usually include a schedule showing when payments are due to the artist. The deposit will be paid at the time of contracting and the balance (less an

agreed proportion that is held in escrow) will be paid before the first concert. The papers, authorising the release of the sum held in escrow, are often signed just before the final show starts.

International acts present a special problem as the promoter has to withhold a large proportion of the artist's fee until tax returns have been processed. As the returns cannot be submitted until the tour has finished, this means the act will be long-gone from these shores by the time the tax is sorted out. For this reason, a local accountant experienced in touring Australia and New Zealand is appointed to supervise the process. When the figures have been finalised, the withholding tax is deducted from the escrow account before the balance is paid to the artist.

AUDIENCE NUMBERS

Most tour agreements will set a maximum number of people permitted into the venue at any performance. This is important for safety reasons, but it also affects the artist's fee when it is calculated on the number of tickets sold. Knowing the venue's capacity (excluding complimentary seats) means the artist can estimate the maximum fee likely to be earned in that venue.

Setting a maximum number is easy. Setting a minimum is harder, but a minimum figure should also be provided. In this type of deal, the promoter guarantees a minimum number of ticket sales (even if the tickets are not eventually sold) or a minimum percentage of the maximum figure. This way, the musicians know they can meet their budget break-even point, even if the ticket sales are less than 100% of the venue's capacity. This obviously creates a risk for everyone else, which is one of the reasons why, in this kind of deal, usually only a limited number of concerts will be committed to at any one time, though the promoter/venue operator will want options for further concerts, should ticket sales warrant them.

TICKET PRICES

Setting the right ticket price is a mix of accounting and black magic. Experienced promoters, venue operators and artist managers know the limits of their market very well. Artists must remember that the ticket price determines how much the artist and the promoter will each make. Set the price too high and the venue might be empty. Too low and tickets could sell well, but the show still lose money. For those who do attend, their memory of an overcrowded show will certainly include their perception of whether they thought that they got value for money, which will influence whether they will buy a ticket the next time you tour. It might also influence whether they will buy your just-released album.

TICKET SALES

In almost all situations, the box-office will be operated by the venue management. While most play the game honestly, many notorious tricks have been used over the years to short-pay artists. A few years ago, a major Australian entertainment auditorium was hit by scandal when it was discovered that senior individuals in the management were running a scam to get an unauthorised slice of the money paid by or to people hiring the venue. (The laws of defamation prevent the tale being told!) The important point is if the biggest venues can have these problems, you can bet the smaller, less well-supervised venues have their share of problems too.

Most of the scams can be overcome by careful supervision of ticket sales. The contract might include the following safeguards.

A designated representative of the Artist will have access to the box office at all times and must view both opening and closing ticket stubs or register roll. Further, the Employer must permit the Artist's nominee to supervise each entrance and all door takings.

Similarly, even if you are just doing a 'door deal', include a term in the contract that allows you to have a representative on the door to check the count of patrons and the operation of the guest list.

Remember, having this in the contract is fine, but why bother including the clause if you do not actually use it to inspect the tickets and verify sales? Be active in looking after your own interests.

It is standard that the venue be required to sell tickets in numerical order and the agreement often even specifies how the cash register itself will be operated. For example:

The Employer must sell tickets to all patrons, in numerical order. If a cash register is used, then every sale must be rung up from a zero point on the register.

Counterfeit tickets are always a concern for big concerts. Generally, the employer will be responsible for losses incurred through fraud so they have an incentive to put detection procedures in place. The bigger the act, the greater the incentive for counterfeiters and the more elaborate the protections needed.

COMPLIMENTARY TICKETS

This is always a matter for discussion, because the number of tickets given away (by any of the parties involved) will affect the profitability of the show. Everyone in town wants a ticket if it is a freebie. The musicians will want tickets for family and friends, the promoter will want some, the venue will sometimes try to build in some freebies; and not giving a reasonable number

of free tickets to the record company is not a great career move. Sometimes the matter of free entry to the performance will be simply handled with a “door list” of guests’ names. It is important to liaise with the promoter and venue about the door list policy for each performance.

The artist and the promoter have an incentive to keep down the number of free seats because free tickets affect the profit line. Obviously, allocating some to potentially useful people (e.g. relevant record company and publishing staff) is a good move. Giving free tickets to press reviewers and the winners of competitions or give-aways may be a good use of tickets.

Free tickets for the venue should be resisted unless there is a really good reason for them. Unless kept under control, the venue could simply sell its allocated quota of free seats and pocket the whole ticket price. This amounts to either greater profits for the venue or (if it genuinely doesn’t know this is happening) a handsome ‘under the table’ business for someone working for the venue.

On the other hand, if sales are down, you will probably give a lot of tickets away and giving them away costs you nothing if they were not going to sell anyway. If you wallpaper the room with complimentary guests, at least you can create a decent atmosphere so that the critics (and those who actually paid for their tickets) don’t slaughter you. The only thing more miserable than attending a half-empty concert is to play at one.

SUPPORT ACTS

This is the position in which most start-out acts find themselves. Having a support act benefits more or less everyone involved in the tour because:

- (a) the audience probably feels it is getting better value for money - two acts (or more) instead of one;
- (b) it relieves the pressure on the headline act, provided they select a good support act (though headline acts are well aware that a headline act always runs the risk of being blown off the stage by a really hot support act);
- (c) the promoter gets more to promote and support acts don’t add all that much to the cost of putting a show on;
- (d) the support act gets experience and may benefit from being associated with a headline act.

Generally, the headlining act will have the right of approval of all support acts, the order of billing and all of the publicity material for the show. This is particularly relevant where an act is selected to support a really major international act. As soon as a major act announces a forthcoming tour there is usually a sustained battle behind the scenes, as a flotilla of managers jostle for position in the hope of getting their act onto the tour as the support.

Sometimes support acts are paid, sometimes they aren't. Commonly, they are paid their usual fee but sometimes the promoter will only make the offer on the basis that the gig will be done for free. (This isn't always the promoter's fault; sometimes where the headline act is responsible for the cost of the support act, it is the act that is responsible. How soon we forget how hard it used to be!) In Europe and the United States there have been examples where the support act (or rather its record company) is charged a large fee for the honour of performing. (See **Buying In**, below.) The question is: How much is the promotional opportunity worth?

When a support band is booked, there has to be negotiation as to the use of production facilities (mixing desks, instruments, backline, mikes etc.) and lights. Some headline acts allow the support act to use their equipment but others don't. Some will charge the support act a fee for use, which may help offset the hire costs or might just be a bit extra on the bottom line. It should go without saying, but being objectionable to the headline act and/or its road crew is both childish and bad business. They can make your touring very easy and enjoyable or very difficult, simply by increasing or decreasing your access to the equipment they control. Most major acts remember what it was like to be a support act, but don't push your luck by antagonising them or their crew.

BUYING IN

In Europe, the really major acts turn this competition into a nice little earner - they often put the support spot out to tender. Best offer gets the gig. This can cost a support act (or its record company) a lot of money if the tour is likely to be really major. It doesn't happen (we are told!) in Australia or North America.

At one level, it can be looked upon as a sad abuse of young talent by those who have made it to the top. Buy-in fees of \$50,000-\$80,000 are not uncommon in Europe, so you would have to hope that the gamble pays off! If you are looking to your record company to make the payment, you will have to negotiate the basis of the payment. Will it be paid as 'tour support', which is usually either fully or 50% recoupable, or will it come out of the promotion budget and therefore be non-recoupable?

On the other hand, buying-in might be a great career move. The support act (if the publicist is good) stands to get dozens of column-inches of free publicity, plus entry to industry parties and the chance to meet real power brokers in the industry. It can be a major turning point for an act's career if fate is kind although, as always, there are no guarantees! The support act has to hope that the cost of buying onto the tour will be recovered from record sales, or the advance account will start to look like the national debt of some smaller South American nations.

FESTIVALS AND EVENTS

Several regular and large multi-artist music festivals have become a fixture of the Australian touring circuit. These include the Big Days Out, The Falls Festival, Splendour in the Grass and the Byron Bay Blues Festival. Getting a billing on these is a sought-after gig. An appearance at such a festival is likely to expose an artist's music to a large and possibly new crowd. Sometimes the festival features more than one stage area, often loosely organised by genre, which can increase the chance of an artist who performs in such a genre securing a spot. Each act has to look after its interests and fight for a position on the billing. If there are going to be several acts on the one show, the order of performance is always a matter of negotiation. Usually, the show starts with the least established act and works through to the headliners, but this is not always so.

Co-operation in the use of available facilities is very important where numerous acts are using limited stage areas, with little set-up time between performances.

PUBLICITY

INTERVIEWS

Most of the big-name touring musicians have a clause in their contract that forbids the employer from setting up any personal appearances, interviews or any other form of promotion without their consent. This is not to prevent publicity. Promotion is in everyone's interests. Rather, it is to make sure that the artists' time, and the opportunity for promotion, is used as effectively as possible while remaining considerate of personal needs such as rest and recreation. Less established acts will probably be delighted that the employer has bothered and been able to organise some press interest. Any limitations or obligations in regard to media and publicity will be specified in the performance agreement.

PROMOTIONAL MATERIALS

Artists should, whenever possible, supply their own publicity material. This way they can be sure that it will be right. Artists should have a standard media package containing up-to-date photographs, biographical and professional profiles on each artist, perhaps a sampler CD containing some strong tracks, posters and handbills (or at least the artwork for the promotional material) which the local employers can use to promote the concert.

If there are other acts on the bill, there will have to be negotiation as to their order and manner of representation in the publicity material. Generally the order of performance reflects the order in which acts are promoted.

Often, discussions even get down to the comparative size and typeface of the names in publicity material.

PRESS RELEASES

Really organised artists even prepare and deliver their own pre-concert press releases so that they can be sure that the local media know the artists are coming to town and issue post-concert press releases, so those who didn't send a reporter to cover the concert will still hear about it. Many regional and local newspapers will run with these press releases, because they are short of local news. If the press release is well prepared, you often find it being used almost word for word. Remember; half the difficulty of getting newspaper coverage is putting the story into a form that makes it easy for an overworked journalist (or one who intends not to be overworked).

USING THE RECORD COMPANY

If you are signed to a record company, the company's promotions department may want to be involved in all the negotiations affecting publicity. It may want to make sure that there are advertisements in the program, as well as posters advertising your recorded product. No promoter objects to the involvement of the record company. It is in everyone's interests to maximise promotion of the artists and the show. The record company may supply records and other publicity material to be given away in conjunction with the radio promotions for the concert. The record company wants to be involved because successful shows usually result in record sales.

If you are really persuasive, and the record company agrees that it is a good idea, it might even contribute to the advertising campaign for the tour and take the opportunity to cross-promote the record.

OTHER USES OF THE ARTIST'S NAME AND REPUTATION

Musicians are becoming increasingly aware of how a reputation can be affected by corporate tie-ups and, conversely, how their reputations are valuable to advertisers. Elton John, Ray Charles, Michael Jackson, Kylie Minogue, Pink, Beyonce and Britney Spears have all had very public associations with particular sweet, fizzy drinks. Those relationships are complex and fiercely negotiated and are mutually very rewarding. No sponsored artists can be associated with a rival cola or even seen with a can of 'the other brand' in their hands, for fear of breaching their agreements with their 'own' brand of drink.

All uses of the name and photographs of an artist should be approved by the artist's management and their use limited to advertisements for the show. For example, the name or photograph of the artist should not be used to

endorse any commercial product or company, except with the artist's prior written consent.

Conversely, resist signs, banners or advertising material being displayed on or near the stage, unless the artist has approved it. After all, that advertiser is promoting its goods or services by associating them with the talent and reputation of the acts appearing on stage. In a perfect world, artists would always be able to insist on being advised of any advertisers or sponsors at the time they sign their performance contract. Alternatively, they would have the right of approval of corporate tie-ups. It's a pity this is not a perfect world.

MERCHANDISING

The contract will specify who has the merchandising rights to the performance, what can be sold and what will happen to the profits. There is no rule: sometimes the artist controls it completely; others the employer does; sometimes the venue does. (See Chapter 27, **Merchandising**.)

PRACTICAL CONSIDERATIONS

Experienced touring artists know the joys and aggravation of touring. Those new to the business need to be aware of some of the traps and practical matters with which they will have to deal. Following are some of the more important ones.

SET UP

On the day of the engagement, the road crew usually needs full and unrestricted access to the venue, stage, and power supply at least seven hours before the audience is admitted. If a support act is used, then the headlining artist usually has the first right to set up all instruments, equipment and risers to be used in the performance. This equipment should never be moved, or used by anyone other than the headline artist's crew, without approval of either the headliner's production manager or stage manager. All of this can (and should) be set out in the performance contract.

Necessary sound and lighting checks should be arranged before the audience is admitted, at any time set by the tour manager. Most artists seem to need at least an hour to set up and have a sound check. Access to the venue should be limited strictly to authorised personnel during checks. After all, this is the time for making errors and correcting them. You don't want anyone (other than those in the inner sanctum) listening to the preparation process.

The placement of the sound and lighting consoles should be subject to the approval of the tour manager. Where any public address system, amplifier, lights, or any instrument or equipment is to be provided by the venue, it must

be to the specifications of the tour manager, of proper quality and in good working condition. The contract should specify this.

Remember too that basic activities, such as parking the musicians' vehicles, can cause problems unless prior arrangements have been made. Always try to arrange for the musicians' vehicles to be parked as close to the venue as possible.

PERFORMANCE DETAILS

Most venues are very specific about the minimum time that the performance should last. After all, an audience that has paid top dollar for a thirty-five minute show is not going to be happy.

If a master of ceremonies is required, this should be discussed at the outset. Many bands include a clause prohibiting the use of an MC. Most crowds are annoyed by the distraction of an MC. They have paid to hear the music, not a speech perhaps littered with bad jokes.

SECURITY ARRANGEMENTS

The venue should provide adequate security to ensure the safety of the musicians and their employees and equipment at all times, as well as proper supervision and orderly conduct of the audience. The stage has to be safe, properly constructed and sheltered.

Backstage, the venue has to provide the musicians with security from their arrival until they leave the venue. All but the smallest concert venues need to supply security at the mixing position, from the time the audience is admitted until the venue is clear.

If it is impossible to reach the stage without passing through the audience, security personnel may be necessary to escort the artists on and off stage.

Of course these requirements vary enormously depending on the type of music and audience. Chamber orchestra musicians rarely need personal guards around the stage but their instruments need special care, as they can be extremely valuable and fragile. Heavy rock musicians who may be valuable but who are only occasionally fragile, will need very different security arrangements. All of these requirements must be discussed at the time of booking and must be contracted accordingly. Ideally, the venue will be able to provide a secure room or lock-up for the temporary storage of equipment. There are lots of horror stories about the post-show disappearance of valuable vintage instruments and long-assembled backlines.

STAGING

Again, each show is going to have different requirements. Although the needs of a solo acoustic act may be minimal, most five piece rock groups will ideally

have a stage area at least ten metres wide, seven metres deep and a minimum of a metre high with a further four metres to the ceiling. As a vast majority of artists play on stages which have fixed dimensions and cannot be modified for their individual needs, staging requirements may not in fact be a negotiable term of the performance contract. However the dimensions of the stage should be set out in the contract so that the tour manager can best decide how to use the available space. It should also be specified whether the musicians will be sharing the stage area with the PA, or whether the PA can be set-up above or to either side of the stage.

POWER REQUIREMENTS

It is the employer's responsibility to provide adequate power to the stage. Any contemporary band will require a minimum of two 3-phase outlets with 45 amps per phase. Should the venue's power supply not be adequate, a licensed electrician must be available to adapt the existing circuits. The isolators should terminate not more than 10 metres from the stage. If normal power supplies are not available the employer must provide a safe, properly supervised generating system operated by qualified persons.

The adequacy and means of power supply is not just a production issue. It is central to the safety of the performers.

In the early 1970s, Led Zeppelin was booked to play at an open-air venue in Auckland. It was the first open-air super-group concert in New Zealand and used a huge amount of production. The press was full of stories about the number of planeloads of equipment that was being flown in for the night. From the hillside seating you had a beautiful view of the night-lights of the urban sprawl. The spots came on as Jimmy Page played the first five notes of 'The Immigrant Song'... Those 10 seconds of the performance sucked so much power that the power grid for the city couldn't cope. Northwest Auckland dropped into darkness and the concert into silence. Somebody hadn't done their homework and hundreds of thousands of people were inconvenienced. It took 20 minutes to redirect more power to the area. Led Zep proceeded to give one of their great performances.

DRESSING ROOMS

All musicians who have spent time on the road have ghastly stories about facilities that are passed off as dressing rooms. It is always worth finding out what is available so that you can either force the venue to improve the facilities or brace yourself for the horror.

Specify that the room be a properly equipped dressing room and that it be for the group's exclusive use and of a size that is sufficient for your needs. The room should be lockable or, alternatively, the employer should provide

adequate security personnel to protect your possessions in the dressing room at all times. Theft of instruments, cash and personal belongings from dressing rooms is all too common.

‘Real’ dressing rooms have hot and cold running water, soap, a full-length mirror, a large lined garbage bin and seating for at least 10 people. There should be at least two 15 amp power outlets. The room should be adequately lit, heated and ventilated and in close proximity to clean and private toilet facilities.

CATERING

Some of the industry’s more excessive contract riders, specifying all sorts of fantastic catering requirements, are legendary. Most of this feeds little more than the performer’s ego. It’s probably a waste of money and, one way or another, it always ends up coming out of the performer’s pocket. At the risk of sounding cynical, there are no free meals in the music industry. Order what you need, not all you can get. Artists who are playing in venues that also serve food should negotiate a meal into the deal. A square meal can make all the difference after a long drive along the Hume Highway.

RECORDING THE PERFORMANCE

It is essential that no part of the performance be recorded on film or tape without the artist’s permission. These rights must be absolutely reserved by the artist. To facilitate this, the contract should specify that nobody with any audio or visual recording device will be permitted to enter the place where the performance is to take place, except with the artist’s permission. If the venue balks at enforcing this term against audience members who wield multi-media recording mobile phones, it is practicable to allow them an exception, at least until the quality of audio and audiovisual recordings on mobile phones reaches a commercially useful standard that might encourage piracy.

The converse is that artists are usually permitted to record, tape or film their own performance.

PHOTOGRAPHERS

Good photographers create valuable promotional items. Think about how best to use them, and implement a policy. Press photographers and freelance photographers should be considered separately. The former is there to cover you as a news item, while the latter is there to get a ‘great picture’ that may or may not be of use to you.

Make sure you know what the venue’s policy is too, so you don’t inadvertently have your invited photographer thrown out by one of the venue’s security guards who is faithfully carrying out his employer’s instructions to ‘keep the front of house area clear’.

Photographers used to have unlimited access to venues - they just bought a ticket and stood at the front of the stage, taking shots without interference from security guards, artists or the artist's management. The photographers owned the photographs outright and could use them as they liked.

That changed in the mid-1980s, when artists began to see the benefit (i.e. profitability) of controlling their images. Since then, photographers have often had to sign special consent forms that restrict their access (each may get as little as 15 minutes with their cameras, at the front of the stage). The consent forms often also restrict the ways in which the resulting photographs can be used and often include an assignment of all copyright in the photographs to the artist.

PERMITS AND CONSENTS

It is the employer's duty to get all permits and consents needed from all authorities for the performance to be given in the particular venue or location.

It must also comply with all conditions imposed in those permits and consents. These may include venue permits from the Australasian Performing Right Association (APRA), the Phonographic Performance Company of Australia (PPCA), the police, the fire department, health and hygiene authorities, local councils, liquor licensing authorities and so on. Obtaining and complying with all the rules and regulations is just part and parcel of doing business as a promoter or venue operator.

In this regard, performance contracts usually impose only one duty on the performers - the duty to keep within certain decibel levels. If the venue is constrained by the local authorities to keep the noise down, that responsibility is usually passed on to the musicians. They control the volume knob. Some venues go even further and connect the power to a sound-level meter, so if it goes into the red, off goes the power. Ask beforehand, to avoid surprises. This can be crucial for inner city venues that have experienced complaints from neighbours in the past. Forewarned is fore-armed if musicians know the relevant sound limit and can plan to accommodate that limit, for example by the use of power-soaking devices on amplifiers and by padding drums.

INSURANCE

Musicians should carry their own public liability insurance. The venue and promoter should each carry their own insurance too. Why should both have insurance cover? Because those insurance policies only protect the contracting party.

In one case, a certain Sydney band was known for its use of pyrotechnics in its stage show. During a performance, one of the incendiaries misfired and

hit a member of the audience in the face. She could have sued the venue (which had public liability insurance) but she didn't. She could have sued the pyrotechnics company (which also had public liability insurance) but she didn't. She chose to sue the manager of the band for negligent supervision of the special effects. He didn't have public liability insurance.

ACCOMMODATION

Who will provide the accommodation? If this is to be an obligation of the employer, the standard of accommodation must be defined. For example the contract might specify that:

The Employer shall provide at its cost the accommodation stipulated above. Such accommodation shall be good quality motel-style accommodation with each room containing its own bathroom and direct-dial telephone. The accommodation is to be booked by the Employer and proof of booking shall be provided to the Artist at least forty-eight hours prior.

TERMINATION

If the employer wishes to cancel a contracted performance, it should provide reasonable written notice of cancellation. It should be not less than twenty-one days from the date of the performance, as this is the minimum period provided in the Musicians Union Award. In such a case, the employer should forfeit its deposit. If the employer does not give sufficient notice, the musician will be entitled to the whole performance fee.

If the performer cancels a performance, he or she must send written notice to the employer not later than twenty-one days before the scheduled date of the performance and refund the deposit to the employer. The contract should specify that the performer can cancel at any time prior to the performance:

...in the event of sickness to any performer, inability to perform due to accident, means of transport, Act of God, riots, strikes, any act of public authority or any cause similar or dissimilar beyond the control of the Artist.