This agreement is made on xx xx, 20xx.

**BETWEEN: xxx** (the “Producer”) of xxx

**AND: xxx** (the “Participant”) of xx

**This is an EXAMPLE Artist/ Participant agreement only. The agreement is designed to be used between the two parties, as listed above. The agreement does not involve Midsumma Festival in any manner and Midsumma will not be liable for any matters in relation to this EXAMPLE agreement. *Please note all fields in grey should be filled out by the contracting parties.***

**WHEREBY**

1. The Producer wishes to engage the services of the Participant to participate in the work *xx* (*insert title of project)* at the venue xx (*insert venue)*
2. The total engagement will be from xx xx xx to xx xx xx 20xx (*insert day, date, month and year*) inclusive, excepting xx xx xx and xx xx 20xx (*insert day, date, month and year*).

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

* 1. The parties acknowledge that the Producer has, or will, enter into an agreement with the Venue/Presenter (*insert either*) whereby the Producer is subject to certain obligations to this party. The Participant acknowledges that the Producer is authorised to enter into this agreement on behalf of the Participant, and the Participant will comply with the Producers obligations to those parties, as advised by the Producer.
	2. The Participant will rehearse and participate in the Project as per the project schedule provided.
	3. **THE PARTICIPANT WILL:**
1. Be responsible to the Producer, the Director (*insert relevant title or delete if not applicable*) and the Production Manager in the realisation of the project, and rendering diligent services such as is normally required of a Participant for a first class project of this nature.
2. Take part in the project and all activities required such as xx (*insert activities such as performances, workshops, talks, VIP functions, etc.*) and other similar occasions related to publicising the project for the duration of the engagement, or as otherwise agreed.
3. Take part in the technical rehearsals, dress rehearsals, performances as required (*adjust as necessary)*.
4. Abide by the terms of any agreement entered into by the Producer, the venue, funding providers, and suppliers of any goods or services required for the project.
5. Not do anything that may put the relationship between the Producer and the Venue or the Producer and other participants at risk.
6. Comply with all health, fire and local authority regulations and the terms of the Producer and venue and abide by the operating procedures and policies outlined by the Producer and/or Production Manager.
7. Provide information, including, but not limited to, any information requested by the Producer for the programme or any marketing collateral.
8. Not give interviews without prior consultation with the Producer.

**4. THE PRODUCER WILL**

* + 1. Pay the Participant a fee of xx.xx ex GST (*insert fee agreed or weekly fee*). Workers compensation and superannuation will be paid on the participant's behalf.
		2. Credit the Participant in the program and any applicable promotional material as follows: **xx xx**

**5. PROMOTION**

 a) Notwithstanding any other provision of this Agreement, excluding the recording of archival footage, and within the agreed Fee, the Participant agrees to the filming, video recording, audio recording or televising (hereinafter called “the Medium”) of any rehearsal or realisation of the Project, provided that the:

* length of the Medium which is screened / broadcast is less than five minutes in duration;
* medium is used only for the purpose of the promotion of the Show.

**OTHER CONDITIONS**

1. Should any party fail to perform its obligations in accordance with this agreement, the other party may serve notice in writing specifying the default and requiring that it be remedied within 72 hours of service of the notice on the defaulting party failing which the agreement shall terminate at the expiry of the notice period. The party so terminating the agreement shall thereafter be relieved of its obligations under this agreement, without prejudice to any right to seek damages or such other redress as it may have at law.

### The Producer and Participants must abide by any current public health orders that are in place or any other COVID-19 permit related requirements at the time of the event, taking into account any personally relevant and allowable exemptions.

1. In the event that any of part of the project are rendered impossible by reason of flood, earthquake, war or civil strike, hurricane, industrial disputes, strike, fire, lockout, epidemic, failure or delays of scheduled transportation facilities, illness or death or other force majeure, or any law, order or decree, rule or regulations of any governmental authority, or for any other reason whatsoever of a similar or dissimilar nature beyond the control of the parties neither party hereto shall have any claim (in contract or otherwise) the one against the other for any damage which may have been suffered by reason thereof. The Producer shall be at liberty to abandon, cancel or suspend any of the project and the provisions of this Agreement other that this clause shall not be operative in respect of any period during which the performances are suspended and the Participant shall not be entitled to any payment for such period and shall make no claim or demand against the Producer for any matter or thing whatsoever arising out of such a suspension.
2. This agreement shall be governed and construed according to the laws of Victoria and the parties hereby submit to the jurisdiction of the courts of Victoria.
3. If any provision of this agreement is held invalid, unenforceable or illegal for any reason this agreement shall remain in full force apart from such provision which shall be deemed deleted.
4. This agreement constitutes the entire agreement between the parties. Any prior arrangements, representations or undertakings are superseded. No modifications or alterations of any clause of this agreement will be valid except in writing and signed by both parties.
5. This agreement shall not constitute a partnership between the parties.
6. This agreement is binding upon the executors, successors and permitted assigns of the parties hereto.
7. A Waiver of a breach of a clause or provision of this agreement does not constitute a waiver of the whole of this agreement.

**IN WITNESS WHEREOF the parties have executed this agreement**

**Signed for and on behalf of the Producer Signed on behalf of the Participant**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Witness:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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