

**Venue and a Promoter**

**Sample Contract**

***DISCLAIMER***

***This sample contract, its contents and annotations are for guideline purposes only and do not comprise legal advice specific to every individual contract between a Venue Proprietor and a Promoter. Nor is this sample contract an exhaustive statement of producers’ / employers’ legal obligations. Theatre Forum and its professional advisors neither make nor give any representations, warranties or undertakings as to the accuracy, completeness or suitability of the information contained in this document and will not be liable in any way whatsoever for any use by you of this sample contract or reliance by you on its contents or annotations.***

**NOTES**

This sample contract contains base-line terms that will apply to most Venue / Promoter agreements. Venues and Promoters will need to negotiate, agree and write into the contract specific details relevant to any particular production.

The parts of this contract with square brackets [ ] and shaded grey indicate where details or signatures need to be inserted by the parties to the contract – be sure to fill in the relevant details you have agreed at these highlighted parts.

There are many places in this contract where there are optional provisions – be sure to identify the option you require and make the relevant amendments to the contract before you sign it. Or it may be that you will need to re-write the relevant clause entirely to suit your particular production.

It is very important to read the explanatory footnotes provided throughout the contract. These are clearly identified with footnote numbers at the relevant parts of the contract. These footnotes help to explain how to identify which clauses you wish to include, amend, or leave out.

Where a phrase or word is defined initially in inverted commas using capital letters at the start of the word(s), it means that phrase or word has that specific, defined meaning throughout the contract.

**This sample contract will require customisation, and may require amendment, to suit the purposes of individual production projects and individual venues / promoters. Legal advice should be taken in respect of those customisations and amendments where required.**

**Venue and a Promoter**

**Sample Contract**

This contract (“Contract”) is made on the date [ ]

BETWEEN

[[1]](#footnote-1)[ *Insert name of Venue Proprietor* ]having its principal place of business at

 [ *insert address* ] (“Venue Proprietor”)

AND

 [[2]](#footnote-2)[ *Insert name of Promoter* ] having its principal place of business at

 [ *insert address* ](“Promoter”).

**BACKGROUND:**

1. The Venue Proprietor is the proprietor of a performance venue at

[ *insert venue address* ] (“Venue”).

1. The Promoter is a promoter of theatrical / musical stage productions.
2. The Venue Proprietor has agreed to make the Venue available to the Promoter for the live stage production specified below on the terms and conditions set out in this contract.

**NOW THE PARTIES AGREE AS FOLLOWS:**

1. [[3]](#footnote-3)In consideration of the payments to be made by the Venue Proprietor to the Promoter under this contract, the Promoter agrees to present [ ] number of performances of a stage production with the working title

[ ] (“Production”) written by [ ] (“Writer”) at the Venue during the period [ ] to [ ] (both dates inclusive and referred to in this Contract as the “Production Run”).

2. **Dates and times of performances of Production**

 The Promoter shall present performances of the Production at the Venue during the Production Run on the dates and at the times set out in Schedule 1.

3**. Access to Venue**

* 1. The Venue Proprietor will reserve exclusive access for the Promoter to the Venue for the purposes of get-in from [ ]hs to [ ]hs on [  ] (“Get In Date”).
	2. The Venue Proprietor will reserve exclusive access for the Promoter to the Venue for the purposes of get-out from [ ]hs to [ ]hs on [ ] (“Get Out Date”).
	3. The Promoter is expected to ensure that all Production personnel finish working at and vacate the Venue no later than 23.00hs each evening on which a performance of the Production takes place.
1. **Venue Facilities**

4.1 The Venue will provide the following facilities to the Promoter in respect of the Production to the Promoter (without additional charge):

* + 1. Full box office and ticketing facilities.
		2. The benefit of the services of the Venue Proprietor’s regular staff at the Venue including (where available) without limitation Venue Technical Manager, Front of House Manager, Box Office Manager, ushers and cleaning staff.
		3. All heating and lighting used during the Production Run at the Venue.

4.1.4 Full bar on the afternoons / evenings of the performances of the Production. *[Delete if no bar service to be provided.]*

* 1. The Venue will provide additional staff for the duration of the Production Run subject strictly to prior agreement in writing by the Venue Proprietor and the Promoter on the roles, number and identity of these additional staff and if / how they will be paid. These details must be agreed in writing between the Venue Proprietor and the Promoter at least [ ] days prior to the opening night of the Production.

4.3 The Promoter’s personnel shall follow the instructions and directions of each of the Venue Proprietor’s Technical Manager, Front of House Manager and Box Office Manager in their respective operational areas at the Venue.

4.4 Any request for changes in the normal work practices of the Venue Proprietor should be discussed with the Venue Proprietor at the earliest opportunity and consent to these changes may be granted or withheld at the Venue Proprietor’s sole discretion.

4.5 The Promoter shall ensure that no later than [ ] days prior to the Get In Date, shall provide the Venue Proprietor’s Technical Manager with a complete schedule of all scenery, lighting, sound and technical requirements for the Production *together with* a full risk assessment report in respect of the staging of the Production at the Venue.

4.6 The Promoter shall be entitled to authorise the use by the Production personnel, without additional charge by the Venue Proprietor, any equipment and props available already on-site at the Venue and belonging to the Venue Proprietor. Any additional equipment required for the Production must be provided at the Promoter’s (or production company’s) expense (unless otherwise agreed with the Venue Proprietor), and removed from the Venue no later than the Get Out Date. The Venue Proprietor reserves the right to dispose of any equipment or other items brought into the Venue for the Production or which have not been removed from the Venue by the end of the Get Out Date, unless alternative arrangements for removal of such items and equipment have been agreed by the Venue Proprietor with the Promoter.

4.7 The Venue Proprietor will provide personnel to sell Production programmes and / or other Production-related merchandise before and after performances of the Production subject to the following conditions:

4.7.1 The Promoter shall notify the Venue Proprietor in writing no less than 7 (seven) days prior to the opening night of the Production if it has a requirement for such sales facilities and staff; and

4.7.2 The Venue Proprietor shall be entitled to charge a commission of
[ ]% on all sales revenue derived from programme and merchandise sales and shall account separately to the Promoter within 14 (fourteen) days of the end of the Production Run for all sales revenue, both gross receipts and receipts after deduction of Venue Proprietor’s commission, and shall pay the balance of such sales receipts to the Promoter within that 14 (fourteen) day period.

4.7.3 Sales receipts earned from programme and merchandise sales shall not form part of the Gross Box Office Receipts (as defined below) for the purposes of this Contract.

4.7.4 [[4]](#footnote-4)Where any sums are due and owing to the Venue Proprietor by the Promoter under this Contract then such sums may be set off by the Venue Proprietor against any payments it is due to pay to the Promoter under this Contract.

1. **Box Office and Ticketing**
	1. The Venue Proprietor shall at all times have complete control of ticket sales whether sold through the Venue Proprietor’s box office or any online or other ticket-sales agent on its behalf.
	2. The parties agree that ticket prices for the Production shall be as follows:
* €[ ] full price live
* €[ ] full price – livestream online only
* €[ ] concession
	1. The Promoter agrees that charges of [ ]% of the value of each ticket sale credit / debit card transaction shall be deducted from total box office receipts and the remaining balance *after* deduction of those credit / debit card charges shall be “Gross Box Office Receipts” for the purposes of this Contract.
	2. [[5]](#footnote-5)The Venue Proprietor shall receive and bank all box office receipts and provide the Promoter with true and accurate reports (including showing

credit / debit card charges) on;

* a daily basis during the Production Run.

or

* a weekly basis during the Production Run.

or

* within 48 hours of the final performance of the Production.
	1. The Venue Proprietor shall issue a minimum of [ ] complimentary tickets for the opening night of the Production. Additional complimentary tickets for the opening night or any other performance of the Production may be issued at the Venue Proprietor’s sole discretion.
1. **Music Rights / IMRO Payments**
	1. The Promoter acknowledges that the Venue Proprietor is obliged to make payment to IMRO from Gross Box Office Receipts of the appropriate percentage of Gross Box Office Receipts payable for the music used in the Production, *unless either*;
* Original music has been commissioned for the Production *and* the Promoter procures that the Venue Proprietor is provided with written evidence of composer clearance for use of the music in the Production;

*or*

* The Promoter procures that written evidence is provided to the Venue Promoter prior to the opening performance of the Production of a payment made directly to IMRO for the music used in the Production and of IMRO clearance for use of the music used in the Production.

6.2 Where written evidence of music clearance as set out in clause 6.1 is not provided to the Venue Proprietor, then the Promoter must procure that, *prior to* the opening performance of the Production,the Venue Proprietor is provided with a full music cue sheet showing the applicable title, composer, publisher, ISRC code and duration of each piece of music used in the Production.

6.3 The Venue Proprietor shall retain from Gross Box Office Receipts and shall pay to IMRO the applicable percentage of Gross Box Office Receipts for use of music in the Production and the balance shall be applied towards other payments to be made under this Contract, *except where* satisfactory evidence of prior clearance of music used in the Production has been provided to the Venue Proprietor in accordance with clause 6.1.

6.4 The Promoter shall be responsible, to the exclusion of the Venue Proprietor, for ensuring the payment of any fees due to any music rights holder or collection society representing music or other rights holders, other than IMRO (and both parties acknowledge that payments to IMRO shall be handled in the manner set out above in this Contract).

1. **Gross Box Office Receipts**

7.1 For the avoidance of doubt, Gross Box Office Receipts means the total of box office receipts after the deduction of credit / debit card charges payable on ticket sales.

7.2 The first deductions to be shown on reports by the Venue Proprietor to the Promoter (“Accounts”) shall be any music rights payments due to be made by the Venue Proprietor to IMRO for the use of the music in the Production (“Music Rights Payment”) and the share of Gross Box Office Receipts due to the Writer (“Writer’s Share”) if applicable, and the balance shall be referred to in this Contract as “Available Gross Box Office Receipts”.

7.3 The Venue Proprietor shall be responsible for making the Music Rights Payment to IMRO, where payment to IMRO is due pursuant to clause 6.3.

7.4 The Writer’s Share (if applicable) shall be paid by the Venue Proprietor to the Promoter for onward payment to the Writer, and the Promoter hereby indemnifies the Venue Proprietor against any claim made by the Writer against the Venue Proprietor for payment of the Writer’s Share provided that sum has been forwarded by the Venue Proprietor to the Promoter.

7.5 [[6]](#footnote-6)After the above payments have been identified on the Accounts by the Venue Proprietor, Available Gross Box Office Receipts shall be accounted for and shared between the Venue Proprietor and the Promoter as follows:

**Option 1 – percentage split**

Available Gross Box Office Receipts shall be shared between the Promoter and the Venue Proprietor on the basis of shares of [ ]% to the Promoter and [ ]% to the Venue Proprietor.

 **Option 2 – Minimum Guarantee followed by percentage split**

 [[7]](#footnote-7)The Venue Proprietor shall pay the Promoter a sum of

€[ ] (“Minimum Guarantee”) and after that, the balance of Available Gross Box Office Receipts shall be shared between the Promoter and the Venue Proprietor on the basis of [ ]% to the Promoter and [ ]% to the Venue Proprietor.

 [[8]](#footnote-8)For the avoidance of doubt, the Minimum Guarantee shall be payable by the Venue Proprietor regardless of whether there are sufficient funds from Available Gross Box Office Receipts to pay it. *[Delete this sentence if not applicable]*

 **Option 3 – Fixed sum per week or a share of Gross Box Office**

The Venue Proprietor agrees to pay to the Promoter the *larger* of the two sums below;

* + - €[ ] per week of the Production Run

or

* + - A 70% share of Available Gross Box Office Receipts.

**Option 4 – Prior deduction of Venue Proprietor Costs and split balance**

The Venue Proprietor shall deduct from Available Gross Box Office Receipts its own costs as set out below and the balance shall be shared between the Promoter and the Venue Proprietor on the basis of

[]% to the Promoter and []% to the Venue Proprietor.

*[Insert here any agreed Venue Proprietor costs to be deducted from Available Gross Box Office Receipts, prior to split.]*

 **[[9]](#footnote-9)Option 5 – flat fee**

The Promoter shall pay the Venue Proprietor the sum of €[ ] payable

 in the following manner:

* On signature of this Contract € [ ]
* On date of opening performance

of Production € [ ]

* On Get Out Date € [ ]

And all Available Box Office Receipts shall be accounted for and remitted by the Venue Proprietor to the Promoter within 7 (seven) days of the [*last*] performance of the Production.

**Option 6 – any other commercial arrangement**

* 1. All sums payable to the Promoter by the Venue Proprietor shall be accounted for by the Venue Proprietor weekly / within 7 (seven) days of the last day of the Production Run (*delete whichever period does not apply*) and all payments shall be made within 7 (seven) days of submission of invoice by Promoter to Venue Proprietor.
	2. **Non-Resident Artist VAT**

Both parties acknowledge and accept that if a performing artist / performing artist’s loan-out company is entitled to a share of Available Gross Box Office Receipts under this Contract and is not normally resident in the Republic of Ireland or is not established as a business in the Republic of Ireland (“Non-Resident Artist”), then the Venue Proprietor shall be obliged by law to deduct VAT at the appropriate rate from the share of Available Gross Box Office Receipts payable to the Non-Resident Artist and to remit that sum to the Irish Revenue Commissioners, and the balance only of the relevant share of Available Gross Box Office Receipts shall be paid to the Non-Resident Artist. For the avoidance of doubt, the Venue Proprietor shall have no obligation to facilitate any tax reclaim or set-off in Ireland or overseas by the Non-Resident Artist in respect of that VAT payment other than to produce evidence of having made that payment to the Irish Revenue Commissioners and the Promoter shall take that factor into account when contracting with the Non-Resident Artist.

8. **Publicity and promotion**

8.1 The Promoter shall be primarily responsible for co-ordinating and arranging publicity and promotion for the Production.

 8.2 The Venue Proprietor agrees to support the publicity and promotion for the Production, and as a minimum commitment in this regard shall:

8.2.1 Arrange for local postering and distribution of mutually approved flyers in the locality of the Venue subject to delivery of poster and flyers by Promoter no later than 14 (fourteen) days prior to the opening performance of the Production Run;

8.2.2. Promotion of the Production on the Venue Proprietor’s own website and social media channels, promotions starting no later than 14 (fourteen) days prior to the opening performance of the Production;

8.2.3 Postering outside the Venue starting no later than the Get In Date.

 In all other respects the Venue Proprietor shall do whatever it reasonably can (without being required to incur additional expense) to support the promotion and publicity of the Production.

8.3 The Promoter agrees to consult in good faith in advance with the Venue Proprietor’s communications officer or other designated representative in respect of the content for printed publicity and promotional material including of all graphic artwork, and in respect of the content of any press packs and media statements released by the Promoter in respect of the Production, and the Venue Proprietor shall similarly consult in good faith with the Promoter in respect of any promotional material it intends to release publicly for the Production.

8.4 The Promoter shall provide the Venue Proprietor with any audio, visual or audio-visual content to be used by the Venue Proprietor in the publicity and promotion for the Production and it shall be the Promoter’s responsibility (to the exclusion of the Venue Proprietor) to ensure that such content is fully cleared and can be used by the Venue Proprietor for publicity and promotional purposes without infringing the personal rights, including without limitation intellectual property rights of any person.

8.5 All posters and flyers submitted for use by the Venue Proprietor in the publicity and promotion of the Production shall be Venue-specific and no generic ‘tour’ posters or flyers shall be used (unless this is agreed in writing and in advance with the Venue Proprietor).

8.6 Both parties agree that they shall each carry out publicity postering for the Production in a manner that complies with local bye-laws and does not constitute a littering offence or unlawfully deface any building or structure. Both parties shall hold each other harmless from any liability, to include without limitation fines or other financial penalties, imposed on either of them for the breach of obligations by the other under this sub-clause.

8.7 Other than as permitted by this Contract, the Venue Proprietor shall not use any of the content or materials submitted to it by the Promoter for any purpose other than;

8.7.1 the promotion of the Production,

8.7.2 the Venue Proprietor’s in-house archive;

8.7.3 use by the Venue Proprietor in Arts Council or similar funding body submissions / reports;

and any other use by the Venue Proprietor of such content and materials shall be subject to the prior written consent of the Promoter, which consent may be granted or withheld at the Promoter’s sole discretion.

1. **The Promoter’s obligations**
	1. The Promoter agrees and undertakes as follows;
		1. To ensure that the stage, the stage area, dressing rooms and green room, together with all technical equipment provided by the Venue Proprietor and used for the Production are kept tidy and in good working order during the Production Run;
		2. Not to alter the lighting, sound, electrical system or fittings at the Venue without the prior consent of the Venue Proprietor’s Technical Manager;
		3. Not to permit the installation of nails, pins or other devices on the stage floor to secure sets without the prior consent of the Venue Proprietor’s Technical Manager;
		4. [[10]](#footnote-10)To ensure that all Promoter personnel have read and agreed to abide by the Venue Proprietor’s in-house policies relating to Health and Safety, Dignity at Work and Child Safety, copies of which must be made available to the Promoter by the Venue Proprietor prior to the signing of this Contract;
		5. To ensure that all Production personnel comply with any Covid-19 protocols applicable at the Venue at any time during the term of this Contract;
		6. To be responsible to the exclusion of the Venue Proprietor for all Get In and Get Out costs, unless otherwise agreed in writing between the Venue Proprietor and the Promoter;
		7. To pay or reimburse the Venue Proprietor any costs in respect of the repair of any damage (other than normal wear and tear) caused by the Promoter to the Venue, the amount of such costs to be agreed in good faith by the Venue Proprietor and the Promoter and subject strictly to the Venue Proprietor advising the Promoter in writing of the nature and extent of such damage within seven days of the Get Out Date, and also subject to the Promoter being granted reasonable access to examine and evaluate the extent and costs of repair of the damage for itself;
		8. To ensure that all Production personnel working or present at the Venue are familiar with the Venue Proprietor’s evacuation procedures and the location of fire extinguishers, exits and alarms;
		9. [[11]](#footnote-11)To advise the Venue Proprietor at the earliest opportunity and in all events prior to commencement of promotion and publicity being issued by the Venue Proprietor for the Production, of any legal or audience-welfare sensitivities in the content of the Production.
	2. Without prejudice to any other obligation undertaken by the Promoter under this Contract, the Promoter acknowledges and accepts that it is obliged to require all Production personnel to respect the dignity and autonomy of each other as well as all Venue Proprietor staff and personnel with whom they interact while working on, or otherwise participating in, the Production.
	3. The Promoter accepts that no liability will be accepted by the Venue Proprietor for the loss of, theft of or damage to any personal belongings of any member of the Promoter’s or Production’s personnel or invitees to the Venue and the Promoter shall advise all Production personnel that they are personally responsible to take care of their personal belongings at the Venue.

10. **Warranties and indemnities**

10.1 The Promoter warrants to the Venue Proprietor as follows:

10.1.1 It owns or has otherwise secured all rights necessary to entitle it to publicly present the Production at Venue and that no performances of the Production will infringe the intellectual property rights, to include without limitation copyright and performers’ rights, of any person; and

* + 1. No part of the Production or any promotional and publicity content and material supplied by the Promoter to the Venue Proprietor shall be defamatory of any person, shall be in breach of the intellectual property rights of any person, shall be in breach of the privacy rights of any living individual, shall be in breach of a duty of confidentiality express or implied owed to any person, nor shall it be in contempt of court.
	1. The Venue Proprietor hereby warrants to the Promoter that;
		1. It has full legal right and entitlement to enter into this Contract; and
		2. It has not entered into any other agreement with any other person that would prevent, preclude or interfere in any way with the use of the Venue by the Promoter in accordance with this Contract.

* 1. The Promoter HEREBY INDEMNIFIES the Venue Proprietor against any and all claims, costs or liabilities made by or incurred by the Venue Proprietor arising from a breach by the Promoter of any of the warranties made by it to the Venue Proprietor by this Contract and / or by any breach by the Promoter of any of its obligations under this Contract.
	2. The Venue Proprietor HEREBY INDEMNIFIES the Promoter against any and all claims, costs or liabilities made by or incurred by the Venue Proprietor arising from a breach by the Venue Provider of any of the warranties made by it to the Promoter by this Contract and / or by any breach by the Venue Proprietor of any of its obligations under this Contract.

11. **Insurance**

11.1 The Promoter agrees to put in place and maintain for the duration of the Term of this Contract the following policies of insurance with a reputable insurance company in respect of the period from the Get In Date to the Get Out Date:

* + - Employer’s Liability insurance providing indemnity in a sum of no less than €7,500,000 for each single claim; and
		- Public Liability insurance providing indemnity in a sum of no less than €13,000,000 for each single claim.

11.2 The Venue Proprietor shall be named as a co-insured, indemnified party on the Promoter’s policy of public liability insurance and the Promoter shall consult its insurance broker / insurance provider to ensure this is done prior to the Get In Date.

 11.3 The Venue Proprietor shall be provided with a copy of the Production Company’s policies of insurance as listed above at clause 11.1 prior to the Get In Date.

11.4 The Venue Proprietor confirms it has in place an adequate policy of buildings insurance providing it with indemnity in respect of damage to the structure of the building in which the Venue is located.

12. The Venue Proprietor retains at all times the sole and exclusive right to determine the times for opening and closing the Venue, to control and manage the Venue (to include the premises in which the Venue is situated) and also to advertise the presentation of forthcoming shows at the Venue (or the premises in which the Venue is situated), subject always to the opening hours and other commitments given by the Venue Proprietor to the Promoter in this Contract.

13. ***Force Majeure* and cancellations**

 13.1 For the purposes of this Contract, an event of *force majeure* shall be an event caused by circumstances beyond the reasonable control of either or both of the parties to this Contract as a result of which a single-show Production or a Performance Run is cancelled in whole or in part (“Cancellation”).

 13.2 For the avoidance of doubt, it is acknowledged by both parties that a *force majeure* under this Contract shall include the cancellation of a Production or a Performance Run (or part of a Performance Run) for reasons associated with any person contracting or being reasonably suspected of having contracted Covid-19 or by reason of any State-issued Covid-19 protocols or guidelines applicable to the management of the Venue or the staging of the Production (“Covid-19 Cancellation”).

13.3 **[[12]](#footnote-12)Cancellation payments**

 **Cancellation where *no* Minimum Guarantee or other guaranteed fee applies**

In the event of a Cancellation, then the parties shall negotiate and agree in writing *either*;

1. the termination of this Contract with immediate effect subject to the calculation, accounting for and payment of all sums due (if any) by each party to the other under this Contract and accrued up to date of Cancellation

***or***

 (b) the continuation of this Contract on such terms as are agreed in good faith and in writing between the Venue Proprietor and the Production Company for the deferral and rescheduling of the Production, but neither party shall be obliged by this clause to agree to a deferral and rescheduling of the Production.

And the parties may decide at time of cancellation whether to operate option (a) or (b) above.

 ***or***

 [[13]](#footnote-13)**Cancellation where a Minimum Guarantee / or other guaranteed fee applies**

 **Optional clause no. 1**

 In the event of a Cancellation, the parties shall negotiate in good faith to minimise the financial impact of the Cancellation on both of them to include, where financially feasible, the payment of the Minimum Guarantee or any guaranteed fee to the Promoter.

 **Optional clause no. 2**

In the event of a Cancellation, no cancellation fees shall be payable and this Contract shall be deemed terminated and the Venue Proprietor and

Promoter shall each individually bear their respective costs incurred to date of Cancellation.

14. **Data Protection**

14.1 Any personal information about any living individual provided by one party to the other party to this Contract shall be processed by the recipient party only for the purposes of performing this Contract and / or for the legitimate purposes of the conduct of the recipient party’s business.

14.2 Each party shall be the data controller in respect of personal information collected by them for the purposes of performing this Contract and each party shall be a data processor in respect of personal information about living individuals provided to them by, or by any other person on behalf of, the other party.

14.3 All personal information about living individuals collected and / or processed by either party to this Contract shall be collected and processed strictly in accordance with the requirements of the Data Protection Acts 1988 to 2018 (as amended) and, where disclosed to any third-party, it will be strictly on the basis that such third-party will process that personal information in a manner compliant with that legislation.

14.4 Both parties agree to facilitate each other promptly in the event of a disclosure or any other legitimate request being made of either of them as a data controller in respect of personal information processed by them on behalf of the other.

15. **Miscellaneous Provisions**

15.1 **Service of Notices**

 Any notices to be served by either party to this Contract on the other shall be deemed duly served if sent by email or delivered by hand or sent by pre- paid post to the last notified address for either party (which shall be the places of business / addresses specified in this Contract in default of subsequent written notification of change of place of business / address).

 Such notices shall be deemed received;

• where delivered by hand, at the time of delivery or where delivered on a non-working day, delivered on the next working day following the day of delivery;

• where delivered by pre-paid post, within 48 (forty-eight) hours of posting or the next working day following the expiry of such 48 (forty- eight) hour period;

• Where sent by email, 24 (twenty-four) hours after the date and time of transmission of the email and where that is on a non-working day, then 09.00hs on the next working day *unless* notice of non-delivery is received by the sender during those 24 (twenty-four) hours;

and for the purposes of this clause a working day shall be any day that is not a Saturday, Sunday nor a public holiday in the Republic of Ireland.

15.2 **Confidentiality**

 Both parties agree to keep confidential any confidential information that comes into the possession of either of them about the personnel, business, business plans, financial status and financial plans of the other. In this regard “confidential information” shall be information that is not in the public domain and / or has been released into the public domain without the authority of the party to whom the confidential information relates.

15.3 **Severability**

 Any provision of this Contract found by lawful authority to be unlawful or unenforceable shall be deemed severed from this Contract and the remaining provisions of this Contract shall remain in force to the maximum extent feasible in the context of the severed clause no longer being part of the Contract.

15.4 **Assignment**

 Neither party shall be entitled to assign the benefit of or delegate their obligations under this Contract to any third party unless with the written agreement of both parties.

15.5 **No joint venture**

 Nothing in this Contract shall be construed as creating a joint venture, partnership or contract of employment between the parties.

15.6 **Entire agreement**

 This Contract sets out the entirety of the agreement between the parties in connection with the Production and supersedes any prior discussions, representations, warranties and correspondence connected with the Production howsoever communicated between the parties prior to conclusion of this Contract.

15.7 **Amendments**

 Any amendments or variations to this Contract must be evidenced in writing and signed by both parties.

15.8 **Counterparts and electronic signatures**

This Contract may be executed in counterparts. A counterpart signature page of this Contract executed by either party and transmitted electronically in TIFF, PDF or JPEG or by way of secure electronic signature shall be treated as an original, fully binding and with full legal force and effect and both parties waive any right they would otherwise have to object to execution of this Contract in such manner.

15.9 **Clause headings**

 Clause headings appearing in this Contract shall be for guidance purposes only and shall not form part of its legal interpretation.

15.10 **“in writing”**

 Where the phrase “in writing” is used in this Contract it shall include communications and arrangements reached by email between the parties. For this purpose, the designated email addresses for the parties shall be:

 For the Venue Proprietor: [ ]

 For the Promoter: [ ]

15.11 **Jurisdiction**

 This Contract shall be interpreted in accordance with the laws of and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

IN WITNESS WHEREOF THE AUTHORISED REPRESENTATIVES OF EACH PARTY HAVE SIGNED THEIR NAMES BELOW THE DAY AND YEAR FIRST ABOVE WRITTEN.

|  |  |  |
| --- | --- | --- |
| Signed by authorised representative of [ *name of Venue Proprietor* ] |  | Signed by authorised representative of [ *name of Promoter* ] |

**SCHEDULE 1**

**Dates and times of performances**

**Initialled for Venue Proprietor: \_\_\_\_\_\_\_\_ Initialled for Promoter: \_\_\_\_\_\_\_\_**

1. The Venue Proprietor will be either an individual person or a limited liability company. It is important to be clear whether the Venue Proprietor is an individual or a limited liability company and insert the correct name here.

2The Promoter will be trading under their own name, or – more likely – a company limited by guarantee. It is important to be clear whether the Promoter is an individual or a limited liability company and insert the correct name of the Promoter. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. If there is no named Writer of the Production who is due a ‘Writer’s Share’ of box office receipts, then the phrase

*“written by [ ] (“Writer”)”* can be omitted. [↑](#footnote-ref-3)
4. If set-offs are not agreed, then delete this sub-clause. [↑](#footnote-ref-4)
5. Insert here the agreed accounting frequency for box office receipts and delete the other options. [↑](#footnote-ref-5)
6. Select the option which applies to your contract and delete those that aren’t applicable. Alternatively, insert your own specific revenue share arrangement as agreed between Venue Proprietor and Promoter. [↑](#footnote-ref-6)
7. This percentage split is customarily either 70:30 or 60:40 in favour of the producer. [↑](#footnote-ref-7)
8. Discuss whether payment of the Minimum Guarantee is contingent on sufficient funds being available from box office to pay it, or not. The usual position is that it will payable regardless of box office receipts if the production is funded by the Arts Council or a similar funding body. [↑](#footnote-ref-8)
9. This option will be relevant, in the above or adapted form, where a flat ‘hire’ fee is paid for the hire of the Venue to the Venue Proprietor. This form of wording assumes the Venue Proprietor will provide ticket sales and agreed promotional services. [↑](#footnote-ref-9)
10. Promoter should make sure it is given either hard or soft copies of all these policies before signing this contract. [↑](#footnote-ref-10)
11. This clause relates to sensitivities such as, for example, depiction of violence, strobe lighting, age-appropriate content, potentially offensive language or content, nudity or sexually explicit content. [↑](#footnote-ref-11)
12. Two versions of clause 13.3 are provided here; the first is suitable for situation where no Minimum Guarantee or other guaranteed payment by the Venue Proprietor to the Producer has been agreed. It’s likely to apply for longer-run productions where a box office split applies; the second is suitable for a situation where a Minimum Guarantee or other guaranteed payment has been agreed and is more likely to apply for e.g. a one or two night, Arts Council-funded production. Choose the one that applies to your situation. [↑](#footnote-ref-12)
13. For the second version of clause 13.3, choose either option 1 or option 2 – i.e. agree to engage in good faith discussion about payment of the Minimum Guarantee / guaranteed fee ***or*** agree at time of contracting that no payments will be made if there’s a cancellation. [↑](#footnote-ref-13)