

ALAKAZAM PRODUCTIONS PERFORMANCE AGREEMENT

This agreement made on _____

Between

ALAN MILLAR
ALAKAZAM PRODUCTIONS
(hereinafter referred to as "THE ARTIST")

2A Merridong Road
Elanora Heights
2101 NSW
Australia
Phone: (61+2) 9970 5590 (Australia
Phone)
Email: thehumanknot@mac.com

And

(hereinafter referred to as "THE PRESENTER"
)

Address:
Phone:
Fax:
Email:
Web:
Mobile Phone:

1. PERFORMANCE INFORMATION

SHOW TITLE(S):

SCHEDULE:

TOTAL NETTO FEE:

**Fee to be paid IN CASH immediately upon completion of the performance schedule

2. CANCELTION POLICY

THE PRESENTER may cancel the agreement no later than 7 days after receipt, if the agreement is not cancelled in writing before that time, all fees must be paid in full should THE PRESENTER choose to cancel the performance date.

3. OTHER COSTS AND TAXES

THE PRESENTER understands that the TOTAL NETTO FEE, as listed in clause 1 above, is the total amount payable to THE ARTIST, and that all local costs shall be the responsibility of THE PRESENTER, including VAT, foreign tax, income tax, hall rental, amusement taxes, and any other taxes in connection with the engagement including airport departure tax where applicable.

4. ACCOMODATION AND MEALS

THE PRESENTER will provide at their own expense, overnight accommodation and breakfast in a centrally located middle to upper class hotel, for _____person(s), _____ night(s) during the period(s).

** PLEASE ENTER HOTEL ADDRESS AND PHONE HERE:_____

5. TRAVEL

THE PRESENTER will cover travel costs as agreed to by both parties. Either purchasing tickets for THE ARTIST before the event or reimbursing THE ARTIST at time of final payment.

PLEASE NOTE THE FOLLOWING:

THE PRESENTER WILL PROVIDE THE ARTIST WITH A DETAILED CITY PLAN, STAGE OR SITE PLAN NO LATER THAN FOUR WEEKS PRIOR TO THE ENGAGEMENT. THIS MUST BE DONE ELECTRONICALLY AS THE ARTIST MAY BE IN TRANSIT.

6. TECHNICAL REQUIREMENTS

INDOOR

THE PRESENTER shall allow THE ARTIST no less than _____ hour(s) of set up and rehearsal time. It is understood that it is the responsibility of THE PRESENTER to provide, at their own expense, a heated/cooled, clean, well lit performance space that has been cleared of any debris prior to the allotted set and rehearsal period. THE PRESENTER shall provide, at their own expense, a qualified technician, when required, to assist before, during, and after the performance. THE PRESENTER shall be responsible for providing all front of house staff reasonably required for the performance. There shall be a proper dressing area for THE ARTIST with washroom facilities adjacent to the performance space and away from audience access routes.

OUTDOOR

In the case of festival performances occurring outside, change facilities immediately adjacent to the performance are not necessary, however access to a nearby bathroom or wash facility must be provided.

ACTS OF GOD

In case of sickness or accident to THE ARTIST rendering them physically incapable of performing, or if the performance is rendered impossible or unfeasible by any act or regulation of any public authority, civil tumult, strike, epidemic, interruption or delay of transportation facilities, or by any other cause beyond the control of THE ARTIST, it is understood and agreed that there shall be no claim for damages by either party to this agreement, and THE ARTIST'S obligation as to performance shall be deemed as waived. It is understood that, should any event occur that prevents the engagement from continuing as scheduled, THE PRESENTER may reschedule the performance for a later date upon mutual agreement between both parties. In cases where weather preempts outdoor performances, an alternate indoor location may be provided upon mutual agreement. All fees must still be paid in full for any performance moved to an alternate indoor location.

7. PUBLICITY

THE PRESENTER has permission to use the name and likeness of all artists in any promotion connected directly with the engagement. It is understood that the permission is valid only until the completion of the final performance on the agreed schedule. THE PRESENTER is responsible for the cost and duties of promoting the engagement. THE ARTIST shall make suitable press and artwork materials which is available electronically at: <http://www.alkovich.com> , <http://www.humanknot.com> or <http://www.dom.zip.com.au/al>

8. DOCUMENTATION

THE PRESENTER agrees to prevent the broadcasting, filming, or reproduction by any other device of THE ARTIST'S performance or any part thereof without prior written consent of THE ARTIST. THE PRESENTER understands that all photographs, posters and images supplied by THE ARTIST, and the scripts performed, are the property of THE ARTIST and such are protected under the copyright act and cannot be used after the engagement date without prior approval. In the event of festival performances, THE ARTIST grants permission for common tourist photography and documentation by festival coordinators.

9. INSURANCE

THE PRESENTER and THE ARTIST agree to arrange and maintain, independent of one another, current public liability insurance coverage of at least \$10,000,000.00 (AUD) for the duration of the period covered by the dates of the performance.

10. OWNERSHIP

It is understood that any and all scripts and performances created for THE PRESENTER by THE ARTIST are the exclusive property of THE ARTIST. THE ARTIST warrants that all performing rights associated with the performance are owned by THE ARTIST.

This agreement constitutes full agreement between the parties and cannot be changes orally. Changes to this agreement must be notified in writing, electronically or otherwise. This agreement may not be assigned by either party without the written consent of the other party and shall be governed by the laws of the state of New South Wales, Australia.

**BOTH PARTIES CERTIFY HAVING READ EACH AND EVERY CLAUSE ON ALL PAGES OF THIS AGREEMENT AND THOSE CONTAINED IN ANY ADDENDUM.
(Please initial each page of this agreement and sign below)**

For THE PRESENTER

For THE ARTIST