



Old First Concerts Artist Contract

Date of Concert:

Name of Performing Group:

Name of Contact Person:

e-mail:

phone:

Parties

1. This Contract, made on _____ by and between _____ hereinafter referred to as “Artist,” and Old First Concerts, a non-profit organization hereinafter referred to as “Presenter,” clarifies the following terms and conditions to which both parties agree, in consideration of the promises and obligations contained herein:

Services

2. Artist hereby agrees to furnish the following artistic services according to the following schedule:
One performance on _____ at Old First Church, 1751 Sacramento Street, San Francisco, California, 94109, USA.

Publicity

The Artist and presenter share responsibility for promoting this concert. The Artist is required to make a good faith effort to publicize their concert through all means available to them including personal mailing lists, social media, Artist’s website, e-mail blasts, etc. The presenter will:

1. Feature the concert prominently on our website.
 2. Ensure the concert is listed widely in Bay Area event listings
 3. Include the concert in bi-monthly e-mails and quarterly brochures distributed to Old First Concerts subscriber lists.
 4. Provide the Artist with printable posters and postcards to publicize the concert.
- 3.a. **Publicity and Promotional Materials**
Artist agrees to provide the following information, via e-mail, to **both** rick@oldfirstconcerts.org and mattwolka@oldfirstconcerts.org upon signing this agreement. Please provide for our brochure, web site, and other promotional efforts:
- i. Exactly how you would like your individual or group name to appear in the billing, including personnel and instruments.
 - ii. One or two visual images (head shot, group shot, artwork or logo) in digital format (at least 300 dpi and 1,000 pixels on shortest dimension), JPEG or TIF. Link to online materials is acceptable.
 - iii. One short paragraph of your best promotional copy designed to interest and persuade musically literate people to buy a ticket and attend your performance. Include who you are, what makes you special, what you intend to perform, and why a patron should attend. You should also include notification of any world premieres, west coast premieres, or composers present at your performance.

3.b. **Program Copy**

Artist agrees to provide the following information, via e-mail, to **both** rick@oldfirstconcerts.org and mattwolka@oldfirstconcerts.org as soon as available, but definitely no later than **2 weeks (14 days)** before your performance:

- i. Concert Information (*Program title, Performing personnel, Concert date and time*)
- ii. Program Information (*Composer's name and dates, Title of piece, Premiere notice*)
- iii. Program Notes (*Composer's name, Composer's dates, Title of piece, Notes about piece*)
- iv. Performers (*Artist's name, Short Artist's biography*)

This information should be included in a single Microsoft Word e-mail attachment. Please do not use tables or tabs to format. We will edit the program for content and length. Texts and translations of vocal works may be distributed separately from the printed program. If including texts in multiple languages, please do not format so the texts appear side by side. Instead, provide the full original text followed by the English translation. We will format so that they are printed side by side. When time permits, we will provide a draft of the edited program copy for your review. Examples are available from the Old First Concerts office.

Rehearsal

4. The concert stage will be available for set-up, warm-up and rehearsal 2 hours prior to concert start time (6 pm on Fridays and 2 pm on Sundays). Up to 2 hours of additional rehearsal time, may be scheduled in advance, Monday – Friday between 10 am – 4 pm. Weekend and evening rehearsal time is generally not available. If you need additional set-up or rehearsal time please contact the presenter to set this up at least a week in advance of your concert.

Performance Limitations

5. Artist agrees **not to perform as a soloist in the Bay Area**, or as the group listed in item 1 above, **for 30 days prior to and after the performance** scheduled in item 2 above.

The Performance

The house opens 30 minutes before the performance.

The Artist will provide a comp ticket list in advance of the performance, preferably not later than the Thursday before your concert. Presenter will provide Artist with four (4) complimentary tickets to the performance. In most cases, Presenter will also provide complimentary admission to members of the press.

The presenter will provide limited free parking for the Artist on the day of the performance in the Old First Parking Garage, 1725 Sacramento Street.

The presenter will provide a House Manager, who will be available before the concert time to assist with lighting and stage setup (chairs, music stands, etc.). There is no stage crew, stage management, special lighting, risers, or amplification available.

The presenter will provide a single Green room, large enough to hold 10. There are no dressing rooms.

Recording

6. Old First Concerts regularly creates an audio/video recording of our concerts for archival and publicity purposes. Please notify the presenter if you do not wish your concert to be recorded. Videos are uploaded to our private YouTube channel and then submitted to the artist for approval. Approved videos are made public on our YouTube channel and may also be used for our website or embedded on the artist's personal website.

Merchandise

7. The Artist may sell merchandise at the intermission of performances as well as at the conclusion of the performance. All proceeds from merchandise sales are kept by the Artist. The presenter will offer a volunteer to facilitate sales when available, but change/credit card reader/etc. must be provided by the Artist.

Cancellation

8. Cancellation of concert by the Artist for any reason other than illness or act of God after this contract has been signed will result in a penalty of \$100.00 or the total cost of all expenses incurred by Presenter on behalf of the artist, whichever is greater.

Payment

9. Presenter, in consideration of the services listed above, agrees to pay Artist sixty percent (60%) of the gross receipts after deducting \$175.00 to offset administrative expenses. Minimum compensation is based on number of performers: 1-\$100, 2-\$120, 3-\$150, 4-\$200. Presenter will issue payment no more than ten (10) weeks after the performance.

Arbitration

10. Items in the Agreement and Policy Addendum may only be modified by an amendment signed by both parties. The validity, interpretation and performance of this agreement will be controlled by and construed under the laws of the State of California. All disputes arising out of this agreement shall be submitted to mediation in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts.

For more information about many of these items, please visit our O1C Performer's FAQ Page at <https://www.oldfirstconcerts.org/o1cperformerfaq>

ACCEPTED AND AGREED by

Director _____
Matthew A. Wolka

Date _____

Old First Concerts,
1751 Sacramento Street,
San Francisco, CA 94109
(P) 415.474.1608; (F) 415.474.6533
mattwolka@oldfirstconcerts.org
www.oldfirstconcerts.org

ARTIST'S SIGNATURE _____ **DATE** _____

PRINT NAME _____

ARTIST'S TAX I.D. NUMBER _____

MAKE CHECK OUT TO _____

MAILING ADDRESS _____

PHONE _____ **FAX** _____

EMAIL ADDRESS _____

WEBSITE ADDRESS _____

DO YOU HAVE A FACEBOOK PAGE? _____

DO YOU USE TWITTER? _____ **IF, YES: HANDLE** _____

ARE YOU ON LINKED IN? _____

OTHER SOCIAL NETWORKING/BUSINESS LINKS? _____