

SPONSORSHIP CONTRACT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. by and between AGENCY \_\_\_\_\_ and \_\_\_\_\_, (hereinafter referred to as "SPONSOR").

It is mutually agreed by and between all parties as follows:

1. The SPONSOR agrees to present the following performances upon all the terms and conditions hereinafter set forth, and agrees to do so upon such terms and conditions:

- A. Artist or Attraction:
- B. Theater or Place(s) of Engagement:
- C. Date(s) & Time(s) of Performance:
- D. Date(s) & Time(s) of Rehearsal:

2. It is agreed that as full compensation for the services mentioned herein, the SPONSOR will pay to \_\_\_\_\_ or specified delegate in United States currency, or acceptable bank draft the designate sum of: \_\_\_\_\_.

A. Payments will be made to \_\_\_\_\_

B. Method of payment: Fee is to be delivered to:

\_\_\_\_\_ Immediately after completion of the scheduled performance

3. SPONSOR agrees to furnish at its own expense for each performance and rehearsal, the Theater or place(s) of engagement, properly heated, ventilated, lighted, clean, in good order and adequately staffed. SPONSOR warrants and represents that SPONSOR is at the present time, or will be the owner or operator of, or has or will have a valid lease upon the place(s) of engagement covering the date or dates of the above engagement and that SPONSOR has or will have the right to present the engagement provided for herein at such place(s) of engagement.

4. SPONSOR agrees to furnish at its own expense the following:

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\_\_\_\_\_  
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5. SPONSOR shall furnish at its sole cost and expense, all items (except those items which AGENCY herein specifically agrees to furnish and pay for), including, but, not limited to, ushers, ticket sellers and all other box office employees required for advance and single ticket sales, ticket takers, all licenses, tickets, bill posting, mailing and distribution of circulars, publicity services of every type required for the proper fulfillment of the engagement.

6. SPONSOR agrees to pay for all charges including, but not limited to, stage hands, stage carpenters, electricians, sound technicians, truck loaders and unloaders and any other local labor as shall be necessary and/or required for the performance.

7. SPONSOR shall have sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to, the details, means and methods of Performance of the said engagement and the Performances of each participant therein, and the persons to be employed by SPONSOR in performing the provisions of this engagement.

8. The Agreement cannot be assigned or transferred without the prior written consent of SPONSOR. The agreement represents the full understanding between the parties and neither party shall be bound by any terms or undertakings until executed by SPONSOR. The terms AGENCY and SPONSOR are used herein shall include and apply to the singular and plural and to all genders. The Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the state of \_\_\_\_\_ STATE \_\_\_\_\_. AGENCY agrees to hold SPONSOR harmless for any and all claims arising out of this agreement and/or its performance, including, but not limited to, attorney's fees.

9. AGENCY agrees to furnish \_\_\_\_\_ copies of a black & white photograph, \_\_\_\_\_ color photographs, and a biography of the performer(s) by \_\_\_\_\_. AGENCY also agrees to provide the suggested music with titles, credits, names of composers which performer(s) wishes to perform on the program by \_\_\_\_\_.

10. AGENCY represents that ARTIST/ATTRACTION will arrive at all performances and or rehearsals on time and will furnish at its sole cost and

expense any costumes, clothing, shoes, props, food, makeup, hairstyles, musical instruments and/or any other items relating to the ability of the performers to perform successfully (except those items specified in this contract as to be provided for by the SPONSOR).

11. AGENCY agrees to disburse the agreed upon compensation for services mentioned in paragraph 2, to the ARTIST/ATTRACTION as agreed upon between AGENCY and ARTIST/ATTRACTION. SPONSOR is held harmless from any and all compensations for services by the AGENCY and ARTIST/ATTRACTION, except as specified in this contract.

12. In the event that one or more of the members of the production cannot perform because of ill health, physical disability or other reasons beyond his/her control, AGENCY shall use its best efforts to furnish a substitute of similar stature for such member of the Production whom SPONSOR agrees to accept. SPONSOR does not have to accept any substitutes provided by the AGENCY, but, may contract a substitute of their own.

13. AGENCY grants SPONSOR permission to tape, record, film, broadcast the concert and/or rehearsal without additional compensation for services to AGENCY or ARTIST/ATTRACTION for Television broadcast and commercial release.

14. In the event that the Performance of any of the covenants of this agreement on the part of SPONSOR shall be prevented by act of God, physical disability, the acts and regulations of public authorities, or labor unions, labor difficulties, strike, civil tumult, war, epidemic, interruption or delay or transportation service or any cause beyond their or its reasonable control, SPONSOR and AGENCY shall be respectively relieved of their obligations hereunder with respect to the Performance(s) so prevented. In the above mentioned event AGENCY grants SPONSOR the right to reschedule the performance(s) under the same terms and conditions of this contract.

15. The SPONSOR shall have the option to suspend or cancel said agreement if it has not been duly signed and returned to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. By his execution hereof, the person executing this instrument on behalf of ARTIST/ATTRACTION individually represents and warrants that he is fully empowered to bind ARTIST/ATTRACTION hereunder by specific authority of the individual, body or group having control of the business affairs and contractual commitments of ARTIST/ATTRACTION.

This agreement (including \_\_\_\_\_ riders attached hereto) constitutes the entire understanding between the parties, supersedes all prior understandings, and cannot be changed, except by an instrument in writing signed by the SPONSOR and AGENCY.

AGREED TO AND ACCEPTED:

\_\_\_\_\_

SPONSOR

AGENCY

\_\_\_\_\_  
ARTIST

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