

For "Profit-Sharing" Engagements

NOTE This contract is only intended for use by cooperative groups and ensembles where all the musicians involved will participate equally in the revenue and there is the potential for all the performing musicians to receive not less than Musicians' Union minimum rates. It is not intended for use in a continuing engagement covered by other Union agreements or rates.



An agreement made on ____ / ____ / ____ (date)

between _____ (Promoter)

of _____

(Address) (hereinafter called "the Promoter") of the one part,

and _____ (Name of Group)

of _____

(hereinafter jointly and severally called "the Artist") of the other part.

WHEREBY IT IS AGREED THAT:

1. The Promoter agrees to make all necessary arrangements at his/her own expense for the Artist

to appear as _____ (Name of band/group)

at _____ (Venue/address)

for a performance of _____ minutes from _____ am/pm until _____ am/pm

on _____ (Date)

2. It is agreed between the parties that the Artist shall receive _____ % (being not less than 50%) of the gross receipts for admission to the performance. The capacity of the venue is _____ and tickets are to be £ _____ per person in advance and £ _____ per person on the door.

3. Remuneration due to the Artist shall be paid (plus VAT if applicable) in cash/ by cheque payable to

(delete whichever is inapplicable) on the date of and immediately following the performance.

4. The Promoter will give the Artist all reasonable access to box office ticket sales and other records related to the performance necessary to verify the amount and calculation of the Artist's remuneration.

5. The inclusion of any other performance within the event covered by this Agreement shall be subject to agreement in writing between the Artist and Promoter.

6. The Promoter shall be responsible for ensuring compliance with all statutory provisions and Local Authority regulations applying to the event and for all insurance against public liability or any other contingency.
7. The Promoter shall be responsible for ensuring that a PA system and lights in good working condition are provided free of charge.
8. The Promoter shall ensure a safe supply of electricity and the security of the Artist and the Artist's property at the venue.
9. The Promoter agrees that the Artist equipment and instruments shall not be made available for use by other performers or persons except with the specific permission of the Artist.
10. The Promoter undertakes not to make or permit the making of any audio and/or visual recording and/or transmission of the Artist's performance except with the specific consent of the Artist.
11. This Agreement may not be modified or cancelled except by mutual consent in writing and signed by both parties. Any rider attached hereto and signed by both parties shall be deemed incorporated into this Agreement.

SIGNED _____ (*Authorised signatory for) THE PROMOTER

Name in Capitals _____

Phone Number _____ Fax Number _____

Email address _____

SIGNED _____ (*Authorised signatory for) THE ARTIST

Name in Capitals _____

Phone Number _____ Fax Number _____

Email address _____

(*Delete if not applicable)

One copy to be retained by the Hirer and one copy by the Band Leader.

NB Fully paid up MU members are insured personally in respect of legal liability that may arise following injury or damage to members of the public. The limit of indemnity is £10m. This policy is only operative whilst the individual registered member is performing, rehearsing or auditioning either solo or as part of a group, band or orchestra and/or whilst teaching, either at the member's own home or in a public place, including transit to and from.

Unauthorised adaptation of this contract infringes the Union's copyright. The copyright in this contract belongs to the Musicians' Union, 60-62 Clapham Road, London SW9 0JJ.