***This is not a legal document.*** *The official version of this agreement is drawn up in French. The following is a courtesy translation provided for informational purposes only. In the event of incompatibility between the French version and its English translation, the French version shall prevail. The original French version of this document can be accessed here:* [*https://www.cqam.org/wp-content/uploads/2019/01/contrat-type-performance.pdf*](https://www.cqam.org/wp-content/uploads/2019/01/contrat-type-performance.pdf)

**PERFORMANCE CONTRACT**

**Names of the Parties**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (cont’d.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
GST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as the “Artist”**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (cont’d.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly represented by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as the “Presenter”**

**The Artist and Presenter are hereinafter referred to collectively as the “Parties.”**

**1 Purpose of Contract**

The Artist and the Presenter agree to the terms set out in the present agreement (hereinafter referred to as the “Contract”) regarding the Artist’s performance (hereinafter, referred to as the “Performance”).

**2 Performance
2.1** The Performance is entitled \_\_\_\_\_\_\_\_\_\_\_\_ and lasts approximately \_\_\_\_\_\_\_\_ minutes.

**2.2** Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2.3** The Artist guarantees that they are the Performance’s sole creator. If this is not the case, then the name(s) of the co-creator(s) is/are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2.4** As appropriate, names of the co-performers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2.5** The Artist guarantees that they retain all copyright in the Performance.

**3 Copyright
3.1** Licence to use Performance:

(\_\_) All rights reserved
(\_\_) Creative Commons By-SA-ND 3.0 Canada

(\_\_) Creative Commons By-SA 3.0 Canada

(\_\_) Creative Commons By 3.0 Canada
(\_\_) Public domain

**3.2** Public presentations of the Performance

Number of performances: \_\_\_\_\_\_\_\_\_\_\_\_\_.

Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_.

Performance site (name and address of each): \_\_\_\_\_\_\_\_\_\_\_\_\_.

**3.3** The Artist authorizes the Presenter to reproduce (record) the Performance on the following media: \_\_\_\_\_\_\_\_\_\_\_\_\_.

The Presenter will provide the Artist with a copy of the recording on the following media: \_\_\_\_\_\_\_\_\_\_\_\_\_.

The Presenter may use this reproduction for the following purposes:

(\_\_) Archives

(\_\_) Presenter’s website for a duration of: \_\_\_\_\_\_\_\_\_\_\_\_\_

(\_\_) Other: \_\_\_\_\_\_\_\_\_\_\_\_\_ Duration: \_\_\_\_\_\_\_\_\_\_\_\_\_

The Artist may use this reproduction for the following purposes:

(\_\_) Archives

(\_\_) Artist’s website for a duration of: \_\_\_\_\_\_\_\_\_\_\_\_\_

(\_\_) Other: \_\_\_\_\_\_\_\_\_\_\_\_\_ Duration: \_\_\_\_\_\_\_\_\_\_\_\_\_

Any use, by the Artist or the Presenter, of images or sound from the performance that does not correspond to the purposes identified above will be the subject of a new contract.

**3.4** The Artist grants the Presenter a non-exclusive non-transferable licence to reproduce photographs of the Performance in the media selected below for the purposes of promoting the Performance.

(\_\_) Magazine (\_\_\_\_\_\_ copies)
(\_\_) Newspaper (\_\_\_\_\_\_ copies)
(\_\_) Invitation (\_\_\_\_\_\_ copies)
(\_\_) Poster/notice (\_\_\_\_\_\_ copies)
(\_\_) Other media: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_ copies)

**3.5** The Artist grants the Presenter a non-exclusive non-transferable licence to publicly disseminate information about the Performance on its website for the purposes of promoting the Performance, for the following period:

(\_\_) Until the end of the Performance run (dates referred to in this section).
(\_\_) Until the following date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
(\_\_) For a period of one year, automatically renewable on a yearly basis thereafter, until the Artist provides the Presenter with a written notice to the effect that they will withdraw their permission at the end of the current calendar year.

**4 Moral rights**

The Artist shall approve:

(\_\_) The graphic mock-ups of all pre-Performance promotional materials

(\_\_) Texts describing the Performance

The Artist shall provide their approval promptly and may only withhold their approval if they have substantial grounds to do so.

**5 Preparations for the Performance**

**5.1** The Artist agrees to provide the Presenter with a technical sheet indicating the technical and IT needs of the Performance.

**5.2** The Presenter must, at its own expense, provide the Artist with one or more technicians to fulfil the following tasks: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**5.3** The Presenter is responsible for ensuring that all devices required for the Performance are in good working order.

**5.4** The Artist will require a period of \_\_\_\_\_\_ hours to set up the Performance and \_\_\_\_\_\_ hours to dismantle it.

**5.5** Failure on the part of the Presenter to fulfill any of these obligations may constitute grounds for termination of the Contract without the need for written notice.

**6 Promotion**

The Presenter agrees to promote the Performance and the Artist agrees to cooperate with all promotional efforts.

**7 Compensation**

**7.1** The Presenter agrees to pay the Artist the following amounts:

(\_\_) Performing rights: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(\_\_) Reproduction rights for promotional purposes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(\_\_) Per diem: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(\_\_) Other honoraria (specify \_\_\_\_\_\_\_\_\_\_\_\_\_\_): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment schedule: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Interest will be charged at a monthly rate of \_\_\_\_\_\_\_\_\_% for any non-payment.

**7.2** As appropriate, the Presenter agrees to pay each co-performer the following amounts:

(\_\_) Performing rights: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(\_\_) Per diem: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(\_\_) Other honoraria (specify \_\_\_\_\_\_\_\_\_\_\_\_\_\_): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment schedule: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Interest will be charged at a monthly rate of \_\_\_\_\_\_\_\_\_% for any non-payment.

**8 Insurance**The Presenter shall take out liability insurance to cover all risks related to the Performance.

**9 Conflict resolution**

**9.1** The Parties shall attempt, in good faith and using reasonable efforts, to amicably resolve all disputes arising from or in relation to the Contract.

**9.2** If the Parties are unable to resolve the dispute amicably, the matter shall be settled by arbitration, conducted by a single arbitrator, under the rules provided in the *Québec Code of Civil Procedure*.

**9.3** The Parties do not have to resort to arbitration to file a motion for an injunction, for proceedings that may be brought before the Small Claims Division or to terminate the Contract.

**10 Contract termination**

**10.1** Should one of the Parties fail to comply with any one of the conditions set out in the Contract, the other Party may terminate the Contract on those grounds alone.

**10.2** The Party who wishes to terminate the Contract must first send the other Party written notice requiring the breach of Contract be remedied within a reasonable period of time.

**10.3** If the breach is not remedied by the end of said period, the Party who sent the first notice must send a second written notice stating that the Contract is terminated.

**10.4** The Contract will be terminated in the event of force majeure beyond the control of the Parties.

**10.5** Cancellation of the commission by either Party entitles the Artist to compensation corresponding to the work done by the Artist.

**11 Applicable law and judicial district**

This contract shall be governed by the laws in force in Québec. In the event of a dispute, the Parties agree to elect domicile in the judicial district of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Signed in two copies in** (city) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **on** (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[signature] **Producer** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature] **Artist** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Parties agree that the present agreement shall be drafted in English. Les parties aux présentes conviennent que l'entente sera rédigé en anglais.