

**\*PROJECT TITLE\***

**AGREEMENT**

**Date:**

**\*PROJECT TITLE\***

**AGREEMENT For Services**

*Between:* \_\_\_\_\_ (**"the Contractor"**)  
*And:* Producer/exec producer ("**names/producer name**")  
*Providing the Service:* \_\_\_\_\_

**Term of Agreement**

*Starting Date:* \_\_\_\_\_  
*Finishing Date:* \_\_\_\_\_

**Contact Details**

*Contractors cell phone number & email:*

*Contractor's Address:*

*Contractor's IRD Number:*

*GST Registered:*

*Contractor's Bank Account Name and Number:*

## **\*THE PROJECT\***

### **Project Outline:**

You are engaged as a contractor & collaborator for the \_\_\_\_\_ rehearsal period in \_\_\_\_\_ between the dates of: \_\_\_\_\_ & \_\_\_\_\_. This agreement does not include any additional shows, installations, tours, festivals or other engagements with this project. Any additional engagements of work for this project will be created in an additional agreement separately.

\*Production Title\* is created & conceived by \_\_\_\_\_

### **Key dates:**

#### **1 - Creative Process & Expectations:**

1.1) During the rehearsal period, technical rehearsals, dress rehearsals and show period for \_\_\_\_\_, we will be creating material and workshopping creative ideas that will be used towards \_\_\_\_\_

1.2) Any material that is created during this rehearsal process and performance and/or touring period may be recorded, used by other performers within \_\_\_\_\_ group of creatives/collaborators. It will not be used for any other works outside of \_\_\_\_\_ unless by written permission of the key creatives and/or collaborators

1.3) You agree that the material created during this rehearsal and performance process, either by you or any other collaborator, belongs to this work and is not to be used by yourself in any other creative situation without explicit written permission from \_\_\_\_\_. This includes choreography, devising, dramaturgical ideas and decisions, costuming, music and other creative materials, ideas, workshops etc.

1.4) You agree to be present and punctual to rehearsal, tech, dress and showing times, unless agreed otherwise with confirmation from \_\_\_\_\_ in writing. During rehearsal times, there will be time allocated to warm up, so you agree to take any additional warm up exercises before rehearsal starts if you are unable to attend warm-up

1.5) You agree that by engaging in this project you are collaborating with \_\_\_\_\_ as a freelance performer and will be responsible for paying your own tax, ACC Levies and other expenses needed to be put aside as a contractor

1.6) In all future redevelopment and re-staging periods of \_\_\_\_\_, you understand that you may be invited to participate, and a new agreement will be created. If you cannot commit to any future periods, you understand that the devising that gets created will still be used towards the work. Once you have declined to take part in a period of future development or rehearsal towards \_\_\_\_\_, you understand that you may no longer be invited to participate in any period held after your declination - unless otherwise agreed

#### **2 - Communication and Behaviour:**

2.1) You agree that this is a professional working environment, and that you will operate in a professional manner accordingly. You will treat those around you with the utmost respect

2.2) You agree that your commitment to this project extends to not engaging in other activities that may affect your ability to be involved in this project, whether in terms of actual availability, potential to cause injury, conflict of interest, energetically, or otherwise

2.3) You agree that you will arrive at rehearsal in a manner fit to work at a professional level, including managing injuries, being in a state of sobriety and being appropriately prepared

2.4) You agree to be clear and proactive with all forms of communication. This includes but is not limited to; responding to any communication from \_\_\_\_\_ in a timely manner as well as contacting us with any concerns that you may have as soon as they arise

2.5) You agree that you will comply with any health and safety requests made of you by the producer, director, venue staff member or other member of the team who may be looking after your health, safety & wellbeing

2.6) \_\_\_\_\_ will not tolerate any harassment, racism, sexism, ageism, classism, homophobia, misogyny and other behaviours which discriminate against one another

### **3 - Promotion of the Event:**

3.1) You agree not to share any photographs or video footage that you have taken without the permission of \_\_\_\_\_ and fellow collaborators. This includes sharing online, and in person

3.2) You agree to have your photo and video taken by \_\_\_\_\_, and for these to be privately distributed as seen fit by these parties (e.g. for future pitches, festivals etc.)

3.3) You agree to have your photo taken professionally by \_\_\_\_\_ (with 48 hours notice prior to the photography session) and for these to be publicly shared and distributed on Social Media and email communications as seen fit by these parties

3.4) You agree that you will share materials given to you by the producer to promote the show to the best of your ability. This includes sharing photos, videos and emails as requested on your social media and email channels, as well as in conversation

### **4 - Termination, Cancellation and Postponement of the Agreement:**

4.1) This agreement may be terminated prior to the Finishing Date by either party giving the other party three weeks notice minimum. This is to give either party time to either find a replacement or source other work.

4.2) Should the producer/the project cancel this agreement later than the time period mentioned above, a cancellation fee must be paid out to the performer:

4.2.1) 2-3 week notice requires the producer to pay the performer 20% of the contractor remainder fee

4.2.2) 1-2 week notice requires the producer to pay the performer 25% of the contractor remainder fee

4.2.3) 5-7 days notice requires the producer to pay the performer 40% of the contractor remainder fee

4.2.4) 3-5 days notice requires the producer to pay the performer 50% of the contractor remainder fee

4.2.5) 0-48 hours notice requires the producer to pay the performer 60% of the contractor remainder fee

4.3) Should the performer cancel this agreement, they will not be eligible for any payment agreed in the schedule

4.4) Either party may terminate this agreement with immediate effect if the other party has breached an obligation or failed to perform an obligation required under this agreement, including but not limited to when:

4.4.1) the Contractor fails to perform the services to the required standard and then fails to remedy this breach within 7 days of receiving written notice of the breach from \_\_\_\_\_; or

4.4.2) the Contractor is found to have seriously or persistently breached or failed to observe any term of this agreement, been grossly negligent, or if the Contractor neglects or refuses to carry out the services; or

4.4.3) the Contractor is convicted of any serious recent criminal offence which in the reasonable opinion of \_\_\_\_\_ may adversely affect \_\_\_\_\_ business or reputation or the Contractor's ability to properly fulfill his/her obligations under this agreement; or

4.4.4) the Contractor is adjudicated bankrupt or reaches a compromise with creditors

### **5 - Disputes:**

5.1 Together both parties will take all reasonable steps to resolve any dispute that may arise in connection with this agreement

5.2 Both parties will continue to perform their respective obligations under this agreement pending the resolution of any dispute

5.3 Both parties will endeavor to resolve any disputes arising between the parties about the interpretation, application, operation or performance of this agreement or concerning the parties' respective rights under this agreement. If the parties cannot resolve such a dispute within 14 days after it came to either of their notice, the parties may refer it to an agreed-upon mediator

5.4 If the dispute cannot be resolved by mediation or the parties cannot agree on a mediator, it will be referred to an agreed arbitrator

5.5 Unless otherwise agreed, both parties will share the costs of any mediation or arbitration equally

## **6 - Health, Safety & Hauora**

6.1) The Contractor acknowledges that he or she is responsible for his or her own safety and that the Contractor will take all practicable steps to ensure his/her own safety, as well as the safety and health of other contractors and third parties, including without limitation:

6.1.1 identifying, and if practicable eliminating hazards, or where the hazards cannot be eliminated isolating them; and

6.1.2 complying with any health and safety policies, directives or procedures of \_\_\_\_\_ specified to the Contractor

6.2) The contractor agrees to communicate any difficulties they have around mental illness either personally or via a third party they feel more comfortable representing them, and to a member of \_\_\_\_\_ team they feel comfortable doing so

6.3) \_\_\_\_\_ will do its utmost to ensure the health, safety and care around the Hauora of those contracted to this rehearsal, production and performance process of this contract

## **7 - Covid-19**

7.1) \_\_\_\_\_ is responsible for following government and Ministry of Health protocol for Covid-19 procedures.

7.2) The Contractor must not attend rehearsals in person if they have covid-19

7.3) If the Contractor has to self-isolate, they will attend paid rehearsals on Zoom. These will be an appropriate length of time for Zoom - at the discretion of the director and the producers of \_\_\_\_\_ in conversation with the Contractor

7.4) Should \_\_\_\_\_ rehearsals need to stop being in-person, they will be moved to be outdoor and socially distanced rehearsals or to online Zoom sessions

7.5) All Contractors must sign-in to the rehearsal space, wear masks, sanitise their hands and socially distance where appropriate

7.6) The Contractor has the right to refuse close contact if they feel uncomfortable in being in close proximity to others

## **8 - Payment**

8.1) The Contractor will be paid the contract fee set out in Schedule B (inclusive of GST) for the provision of services pursuant to this agreement

8.2) As per the terms set out in Schedule B, and upon receipt of an invoice for services being received and accepted, \_\_\_\_\_ will pay the Contractor as per the terms described in Schedule B within \_\_\_ working days of \_\_\_\_\_ receiving the invoice

8.3) The Contractor's relationship with \_\_\_\_\_ is that of an independent contractor

8.4) The Contractor shall remain responsible for any ACC levies, assessments, taxes or other payments levied upon the Contractor as required under the provisions of the Income Tax Act 2007, the Goods and Services Tax Act 1985, the Accident Compensation Act 2001, and all other legislation which may be in force and relates to or affects the performance of the Contractor's Services

8.5) The payments made by \_\_\_\_\_ under Schedule B are the gross amount payable as a weekly or monthly payment, or as a lump sum within 7 working days of the commencement of the contract

8.6) The Contractor is responsible for paying their own withholding tax

**AGREEMENT**

You, The Contractor, agree to invoice for a total fee of \_\_\_\_\_ per hour for a maximum of \_\_\_\_\_ of work (\$\_\_\_\_.\_\_\_\_) split either as a weekly payment, fortnightly payment or as the full sum at the end of the rehearsal period. Please send invoices to: \_\_\_\_\_

**As well as the above pages, \_\_\_\_\_ agrees -**

- To credit \_\_\_\_\_ as a collaborator and \_\_\_\_\_ for the work wherever appropriate
- To keep an open line of communication
- To do our best to provide a safe and enjoyable working experience

**As well as the above pages, \_\_\_\_\_ agrees -**

- To perform and complete all necessary and reasonable requests related to the project, and especially as outlined above
- To openly communicate any issues or concerns during the process

If you agree to the terms set out in this document, please sign and return a copy (preferably electronically) by the \_\_\_\_\_

**Name:**

**Signed:**

**Address:**

**Date:**

**Signed (on behalf of \_\_\_\_\_):**

**Name:**

**Address:**

**Date:**

**A) SCHEDULE A: SERVICES DESCRIPTION**

A. POSITION TITLE:

\_\_\_\_\_

B. REPORTS TO:

\_\_\_\_\_

C. COMMENCEMENT DATE:

\_\_\_\_\_

D. OBJECTIVES

- 

E. DUTIES

Sales, Relationships & Marketing

- 

Performers & Resources

- 

Event Production & Management

- 

Accounts & Administration

- 

Agency Booking Training

- 

Conflict Resolution

- Alert the Manager and/or Director as necessary or appropriate to any areas of conflict or misunderstanding between any contractors, customers, or suppliers which may require facilitation,
- Lead resolution processes and make decisions regarding consequences of any contractual issues with any supplier, customer, independent contractor or employee.

**B) SCHEDULE B: PAYMENT FOR SERVICES**

A. FEE FOR SERVICES.

Additional hours may be required, and if required they must be approved by \_\_\_\_\_ from \_\_\_\_\_ prior to incurring and will be agreed upon by the contractor in regards to scheduling/availability.

**B. MANNER OF PAYMENT**

Upon receipt of a signed Agreement, \_\_\_\_\_ will pay the contractor the Fee for Services, as per terms set out below.

Payment will be by direct credit into the Contractor's nominated bank account, weekly, fortnightly, monthly or as a lump sum at the end of the contracted period (by agreement). Payments will be made within 7 working days of receiving an invoice from the contractor and/or the party representing them.

Contractors will have a \_\_\_\_\_ minute unpaid/paid lunch break, as well as 2-3 10 minute paid tea breaks per rehearsal day, where they are required for a period of 5 hours and 30 minutes or more within that day

The contractor is responsible for their own Withholding Tax, ACC levies, and other expenses

Payment is inclusive of GST

**SCHEDULE C: REHEARSAL PERIOD**

NB: any additional meeting times, production meetings or outside of rehearsal work will be arranged via email and/or text.