**AGO [YEAR] Performance Contract**

LETTER OF AGREEMENT

Between the following parties:

|  |  |
| --- | --- |
| Artist NameArtist AddressCity, State Zip | American Guild of Organists475 Riverside Drive, Suite 1260New York, NY 10115 |

CONTRACT DOCUMENTS

This Letter constitutes an agreement between the AMERICAN GUILD OF ORGANISTS, a corporation, with offices at 475 Riverside Drive, Suite 1260, New York, New York 10115 (hereinafter referred to as “Presenter”) and [ARTIST'S NAME] (hereinafter referred to as “Artist”). The Presenter and the Artist agree to the following:

STATEMENT OF COMMITMENT

1. The Presenter and Artist hereby agree that the Artist will perform [NUMBER] [IDENTICAL] [TYPE--SOLO, CHORAL, ENSEMBLE, ETC.] [CONCERT(S)] lasting [NUMBER] minutes [EACH] for the [YEAR] AGO National Convention in [CITY], [STATE]. The convention is scheduled for [DATE]. The performance(s) will take place on [DATE] at [TIME(S)] at [VENUE AND ADDRESS] (The venue, date and time are subject to change pending unforeseen circumstances.)

PERFORMANCE FEE

2. The Presenter, in consideration of the artistic services of the Artist, agrees to pay the sum of [AMOUNT] in U.S. Currency. Payment of the Performance Fee shall be made to [RECIPIENT--MANAGEMENT OR ARTIST], on or before [DATE].  The Presenter is not responsible for artist travel expenses to/from [CITY] and daily expenses. The Presenter will be responsible for payment of a maximum of [NUMBER] nights of hotel accommodation at the convention headquarters hotel or a hotel of the convention’s choice (room rate and taxes only). Artist is responsible for travel arrangements to/from [CITY]. The Presenter shall provide the Artist with all local transportation. As provided in Clause 13b in this Letter of Agreement, Presenter shall withhold all applicable government taxes and fees from Performance Fee that might be required by the laws of the United States.

PERFORMANCE OF COMMISSIONED or COMPETITION-WINNNING WORK(S)

3. The Presenter reserves the right to assign a premiere performance of a commissioned or competition-winning work to be performed by the Artist at his/her Concert(s). The rules for competition-winning works dictate that such works will not last longer than eight (8) minutes.

4. In the event the Presenter assigns the Artist to perform a commissioned or competition-winning work at his/her concert, Presenter agrees to provide Artist a completed and legible score of the new work no later than July 1, [YEAR]. The Artist must present the world-premiere performance of the piece at the Convention.

*No. 5, below, applies only to works commissioned by the convention. Competition-winning works are subject to policies established by the National Committee on New Music.*

5. It is understood that certain situations arise that prevent said performance of a commissioned work. Situations that might result in loss of performance of a commissioned work include, but are not limited to:

1. Completed works that are too difficult or otherwise unacceptable in the opinion of both the Presenter and Artist;
2. Completed works that are not idiomatic to the instrument and, in the opinion of both the Presenter and Artist, are “unplayable”;
3. Works that, in the opinion of the Presenter, do not satisfy the guidelines for the commissioned work.

PERFORMANCE AND PUBLICITY INFORMATION

6. The Artist agrees to perform as part of the [YEAR] National Convention of the American Guild of Organists in [CITY], [STATE], on [DATE].

7. Presenter will make all reasonable efforts to provide Artist, at reasonable times, a minimum total of ten (10) hours of practice time on the performance instrument on the Performance Date and [NUMBER] days prior to the Performance date. If other instrumentalists are involved in the performance, the number of rehearsal hours may be expanded, subject to approval by the Presenter.

8. The Presenter shall have the right and obligation to publicize the involvement of the Artist as part of its promotion of the [YEAR] National Convention of the American Guild of Organists in [CITY], [STATE].

9.  On or before May 1, [YEAR], the Artist will furnish to the Presenter a biographical sketch of up to [NUMBER] words and digital color photographs of the Artist suitable for publication in print and online. Additionally, on or before May 1, [YEAR], the Artist will submit apreferred program and an alternate program, not to exceed [number of minutes] of music inclusive of any spoken comments.  The total time should include [number of minutes] for any new music composition that the Artist has agreed to perform.  (Some repetition of repertoire is acceptable between the two proposed programs).  The Artist understands that the proposed programs will be vetted by the Performance Committee in order to ensure that the final choice of program is suitable to the convention.   Committee concerns include, but are not limited to, repetition of repertoire during the Convention and appropriateness of repertoire to the assigned instruments. Electronic copies of these materials are required. Digital photographs must be a minimum of at least 300dpi resolution and in either JPEG or TIFF format.

OTHER FINANCIAL TERMS AND VISA REQUIREMENTS

10. The Presenter will provide the following:

1. All local transportation.
2. [NUMBER] nights of complimentary lodging at a hotel either at or near the convention headquarters hotel at the discretion of the Presenter;
3. Complimentary convention registration.

11. The Artist shall advise the chair of the [YEAR] AGO Performance Committee, [CHAIR NAME], no later than May 1, [YEAR] (or earlier upon request), of any special hotel accommodation needs.

12. Presenter and Artist do not intend for this agreement to create any employment relationship and both parties agree that the Artist will be treated for all purposes as an independent contractor and/or independent agent.

13. Artist will be responsible for paying all taxes to which Artist might be liable as a result of this agreement, and Artist will indemnify and hold harmless Presenter for any and all taxes Presenter might pay or might be required to pay on Artist’s behalf. Artist will be responsible for obtaining any necessary visas or other documents that may be necessary in order for Artist to perform services in the United States.

1. If Artist is taxed as a United States citizen or taxed as a resident of the United States pursuant to Section 7701(b) of the Internal Revenue Code of 1986, as amended, Artist agrees to provide Presenter with a properly executed Internal Revenue Service Form W-9 upon execution of this agreement.
2. If Artist is not taxed as a citizen or resident of the United States, Presenter will withhold all required taxes from Artist’s fee as required by the laws of the United States. The term “laws of the United States” includes laws promulgated by the federal government and the governments of the fifty states and the District of Columbia. If Artist is a resident of a country with which the United States has entered into a Convention for the Avoidance of Double Taxation and Artist wishes to rely on that Convention in order to reduce Artist’s United States income tax liability, Artist will provide Presenter with a properly executed Internal Revenue Service Form W-8, or its equivalent, upon execution of this agreement.
3. If the Artist is not a resident of the United States for immigration purposes, he/she is required to apply for and secure a work visa for entry into the United States. Securing the legal right to receive payment for work performed in the United States rests entirely with the Artist.

RIGHTS

14. The Artist grants the Presenter the right to make an archival audio and/or video recording of the performance(s) for review purposes. Upon approval by the Artist, the Presenter reserves the right to utilize said recording of the convention performance for possible radio or internet broadcast in relation to the Convention, and to allow a livestreaming broadcast of the concert.

15. It is understood that all rights to commissioned works not otherwise granted to the Presenter in this agreement are reserved to the composer(s). All radio and/or internet broadcasts of commissioned works must also be approved by the composer. After the premiere, the Artist agrees not to sell, rent, duplicate, or in any other way make the commissioned work available to any other musical group without prior written permission of the Composer.

NON-FULFILLMENT OF TERMS

16. If the Artist fails to fulfill the terms of this agreement for any cause beyond his/her control, including, but not limited to, illness or accident, family tragedy, and/or unforeseen acts of nature, Artist's sole liability to the Presenter shall be the refund, upon demand, of any sums previously paid to Artist in accordance with this agreement.

LIMITATIONS, ENFORCEMENT AND JURISDICTION

17. Each party agrees to indemnify and hold harmless the other party from all claims, damages, costs, liabilities, losses and expenses, including legal counsel fees, it may suffer as a result of either party’s breach of this agreement.

18. This agreement is made solely between the parties named at the outset of this document and nothing in this agreement shall be interpreted to imply any rights or obligation on the part of the [CITY] chapter of the American Guild of Organists, a duly authorized subordinate unit of the Presenter.

19. This agreement will be in effect upon the signature of all persons named below, and will be interpreted and governed by the laws of the State of New York. Any disputes arising from the completion of this contract shall be resolved in a court in the State of New York and shall follow applicable New York laws.

21. This agreement constitutes the entire agreement between the Artist and the Presenter. No waiver, change or amendment to this agreement is valid or binding unless agreed to in writing and signed by all parties.

|  |  |
| --- | --- |
| For the American Guild of Organists[YEAR] National Convention Performance Committee | [Artist] |
| ??? Convention Coordinator | (Artist’s Name) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Date* | *Mailing Address* |
|  | *City, State, Zip* |
|  | *Telephone* |
|  | *E-mail* |
|  | *Date* |