

Live Stream

Performance Contract

Validity Period: January 2021 – January 2022\*

#### Return completed Contracts to a [rts2lifeukevents@gmail.com](mailto:arts2lifeukEVENTS@gmail.com)

##### D EADLINE DATE: (INSERT DATE)

Having been issued this document, you would have also received a Deadline Date for its return. Please be advised, failure to return this document by the given deadline date will result in your opportunity being forfeited.

Arts2Life UK Ltd accepts no responsibility, liability or lack of credibility for the failed return of its performance contracts.

**Covid-19 Impact:**

Due to the impact of Covid-19 on Live Events based in venues, we are offering the opportunity to participate in ONLINE events. For us, these will be setup in the same way as venue based events and as such, items such as this Performance Contract are an essential part of the process. Please read the contract carefully to ensure you can meet the requirements of it. We will do all we can to support you, however, it is essential you meet the contractual requirements in order for your slot to go ahead.

**O pening Statement**

Arts2Life UK is a Non-profit organisation which aims to promote and highlight the Arts in the UK by providing promotional opportunities to Artists through online and LIVE events.

All Arts2Life UK Staff are currently Volunteers and their time given to the organisation is greatly appreciated. As such, please can you make yourselves aware of the following;

* Photoshoots: Arts2Life UK Ltd **aims** to offer Artiste’s the opportunity to participate in Photoshoots with our own in-house Photography Team. These may be virtual, to comply with government regulations. If we have a Photographer available, we will inform participants of the event. Due to limited availability, if an Artiste is unable to attend any of the Photoshoot opportunities available for the event they are participating in, we regret that no other opportunities will be offered until another performance date is given. Our Photographer/s will provide you with the dates/dates, time and location of shoots in order for you to book a slot. **Please be advised, failure to attend a shoot once booked, without sufficient notice, will result in all promotion of your act being cancelled.**
* ALL Acts and the members of those Acts are expected to remain professional at all times and not behave in a way that can bring Arts2Life UK into disrepute. Any such behaviour may result in your performance being cancelled.

**Force Majeure**

In this Clause [ ], "Event of Force Majeure" means an event beyond the control of Arts2Life UK Ltd and The Artist, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

* + 1. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
    2. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
    3. rebellion, revolution, insurrection, or military or usurped power, or civil war;
    4. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
    5. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
    6. acts or threats of terrorism.

### -Section A (Parties)

This contract is between

1. **Arts2Life UK Ltd** and
2. (Enter Artist Stage Name Here)

**Section B (The Artist/Group/Act)**

The person/s listed in Section A under (B) agrees to do the following:

* + Provide Arts2Life UK Ltd with all publicity material requested by the company
    - Provide professional looking profile photos for promotion and marketing purposes. This does not sign away ownership of these images to Arts2Life UK and the artist may request at any time for these images to be replaced or removed from our database.
    - Perform at the event a set long enough to fill the allotted time and will perform to a professional level.
    - Ensure that you are ready to set up the virtual event at the time specified by Arts2Life UK.
  + Promote the virtual event via the sharing of the Official Arts2Life UK Event.
  + Ensure you are not breaking Covid-19 lockdown regulations to fulfill your performance.
  + You must take full responsibility for your virtual performance and space
  + Will use promotional material given to them by Arts2Life UK to promote the event.
  + Will not bring Arts2Life UK Ltd into disrepute at ANY time.
  + Will note that failure to turn up/perform will result in the loss of all future involvement with Arts2Life UK Ltd and access to all publicity material both previous and current will be withdrawn, this includes Photos.
  + Will not become intoxicated and therefore have performance affected. Always remain professional.
  + Will monitor timings to ensure that there is no overrun.
  + Will “handover” to the next Artist (if applicable)

## Section C (Equipment and Technical Support)

* + Allow a sufficient time frame prior to the event start for a soundcheck.
  + Arts2Life UK Ltd will not supply any required equipment. (This needs to be supplied by you.)
  + You have the correct video and audio equipment to record a high quality live performance.
  + You have tested your connection prior to the event and it is stable enough to host the event.
  + Will ensure to be “Live” at the given time slot e.g. 8pm

## Section D (Arts2Life UK Ltd)

* Will promote the Artist/Group/Act & Event via all of it's social media facets.
* Provide publicity materials exclusively created for the event
* Provide full support before, during and after (subject to discussion) the event.
* Act in a professional manner at all times

#### The provision of the above by Arts2Life UK Ltd is provided **FREE OF CHARGE** to the performers. Performing with Arts2Life UK does not entitle Arts2Life UK to any ownership of material performed.

**Section E (Photography)**

Photographs taken for promotional material during the preliminary photo shoot and during the event will be released upon **completion** of the Arts2Life UK event. Photographs will also be used across social networks for promotion. Images taken will be Watermarked and remain the intellectual property of the Photographer. Un-watermarked images are available **DIRECTLY** from the Photographer subject to fee. Arts2Life UK associated Artiste’s will gain a 20% discount. By signing below, you understand and agree that your contact details will be passed to our Photographers to arrange Photoshoots. Please note, any images taken by an Arts2Life UK Photographer for the subject of publicity by Arts2Life UK can and will be used for any future publicity. By signing this contract, you agree to this statement.

**Section F (Signatures & Declarations)**

By signing and dating below, you are declaring that you agree to the terms and conditions outlined in this contract and understand that by signing and dating below that we/I are bound by these terms.

Signed: (The Performer/Artist/Act) Date:

Signed:\_ (On behalf of Arts2Life UK Ltd) Date: (ENTER DATE HERE)

This contract is non-negotiable and failure to sign will result in non-performance.

\*Once signed, this contract remains Active for the time period listed on the front page. Each party reserves the right to withdraw from the contact at anytime but informing the other party.

# L iability Waiver:

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES

ASSOCIATED WITH Arts2Life UK Ltd, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may

hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Arts2Life UK Ltd and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

1. INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation

in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that Arts2Life UK Ltd and its directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo,

video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release

and waiver to the maximum extent permissible under applicable law.

BY SIGNING AT THE END OF THIS AGREEMENT, I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.