



The Canadian Network of Dance Presenters
CanDance / CanDanse
Le réseau canadien des diffuseurs de danse

Presenter Negotiation Tools

The negotiation is an important conversation held between the presenter and the artist to sort out all the details surrounding the performance. The goal of the negotiation process is to create a contract that will provide both parties with equal protection and fully disclose expectations from both sides. Most of the details will be discussed in preliminary discussions, but the actual negotiation finalizes the arrangement and reviews all aspects to make sure nothing has been changed or left behind.

Performance Details

Venue, Date(s) and Performance Time(s)

Confirm that the performance venue is in good condition and is heated or cooled to an acceptable level. Dancers are primarily concerned with the proper care of their bodies, so make sure you consult with the artist about required heating levels. Remember to negotiate time for both set up and performance if the artist requires more than one day to do so.

Artist Fees

Much of the Negotiation will concern the amount of money the artist will be paid. The artist will take his or her costs into consideration and will need to know more about your costs. Such as:

- your gross potential (ticket prices and number of seats in your venue)
- the size of the market or community
- the attendance history of other dance artists in that or similar communities
- other costs (marketing, insurance, theatre rental, etc.)

Asking Fees

An asking fee is a starting point for the artist to begin negotiations. You will have a proposed fee. Each party should respect the other. The artist should not negotiate an unreasonably high fee, nor should the presenter offer an unnecessarily low fee.

Process

The presenters should begin by asking the artist his or her asking fee and whether it will include or exclude other expenses (travel, accommodation etc.). Knowing who is going to pay for the additional expenses will help determine whether the fee should be high or low. It is particularly relevant to know if one of the two parties has a special arrangement with a travel or accommodation provider.

Payment Methods

A touring artist might request part of the final payment in cash to cover road expenses without a bank to cash the cheques.

Make sure you are clear about when and how the artist wants to be paid. (Certified cheque vs. regular cheque, night of the performance vs. end of the tour.)

Additional Services

Discuss additional activities such as masterclasses or pre-show talks or post-show receptions you expect the artist to attend. Some of these services will involve additional fees to the artist, while others, such as talks or attending receptions, the artist may be prepared to provide at no additional charge.

Promotional Activities

You might not know the specifics right away, but if you want the artist to participate in advance telephone interviews with local media or have a local television station at a rehearsal, it must be negotiated and agreed upon during this stage. Be clear about the time commitment in advance to allow for any preparations.

Licensing

When doing the budget, the artist must allow for royalty payments to their artistic team. This is usually something that gets overlooked and it is the responsibility of the artist to acquire rights and pay royalties. There are some presenters who will pay SOCAN fees and others who will pass that charge on to the artist. Ensure that you know which scenario you are operating within.

Complimentary Tickets

Confirm how many complimentary tickets you will offer the artist, what they can do if they need more and when they must return them if they are not going to be used.

Insurance Coverage

You are responsible for adequate third party or public liability insurance. It is now becoming commonplace for presenters to ask for the artist to also provide third party liability insurance. The artist should be carrying health and liability insurance for their performers and insurance for any vehicles they may be using.

Dressing Room Requirements

Confirm how many dressing rooms the artist will require and commit to having them clean, heated or air-conditioned to a temperature appropriate for dancers. Confirm there will be a bathroom available that is shielded from public access.

Set-up, Rehearsal and Strike Times

Confirm what time the artist will arrive and start setting up, how long it will take to get the stage ready, how much time will be required for rehearsal and how long it will take to get everything packed up again.

Technical Equipment and Staffing Requirements

Confirm the lighting and sound equipment and the number of technical staff for set-up, rehearsal, running the show and striking. Make sure you request a technical rider from the artist as early as possible to make sure all technical requirements are available and taken care of. You also need to consider who will pay for additional staff and/or equipment rentals.

Provision of Special Items

Check with the artist to see if they need any special props or other technical requirements. Let the artist know what you do and do not have well in advance of their performance.

Recording and/or Documentation

Some artists plan to record the performance for future sale or for archives. If your venue is a union facility, these activities could result in considerable additional costs for production personnel. If you have a separate permission waiver for video recording, please make the artist aware of it at this time. You must also consider where the artist would like to place the videographer in the house. You may have to kill seats to accommodate. If there are additional costs associated with the recording the Presenter may ask the artist to cover them.

Timing of Negotiation

Establish deadlines for the conclusion of the negotiation process. Without such dates, you or the artist might risk losing engagements at the last minute when it is too late to find a replacement.

Timing of Contract Delivery

An engagement is not official until both parties have signed a contract. If you are providing the contract, clarify with the artist how long it will take them to sign it and get it back to you.

Contract Details

There are also several standard contract clauses that must be present in any contract. These will not require discussion in the negotiation, but will be part of the final agreement, as follows:

Force Majeure (or Act of God) Clause

With this contract essential, both parties promise that they will not hold the other responsible if a performance is cancelled as a result of an epidemic, civil insurrection, serious illness of the artist(s), labour difficulties and strikes, floods, famine, weather conditions or any other cause beyond the control of either party. Usually this clause provides for a postponement and for further arrangements to be made to carry out the intent of the original contract within a reasonable period of time.

Notification Clause

Another contract basic, this is a statement of the address to which the contracts will be delivered for the presenter and the artist and how they will be conveyed.

Rights of Assignment

This clause prevents either of the two parties to the contract from selling their interest in the venture to a third party without the consent of the other.

When you speak to the artist, have a checklist in hand to make sure that you do not leave anything out. Write down the specifics for each detail as it is confirmed. Especially if you are negotiating many engagements at the same time, a system for keeping track of the specifics of each situation is vital.

Letter of Intent

Often, once you have completed the negotiation and before you produce a contract, either party may present the other with a letter of intent or “deal memo” for signature. This letter, which will outline the basics of the arrangement, may be required to support funding applications.

Contract

In some cases the contract, a statement of the understanding that has been reached through negotiation, will be created by the artist. Terms should be kept simple and clear. Every item in a contract may be challenged and negotiated or renegotiated before signing. When an item is renegotiated, or struck prior to final signing, both parties should initial the changed clause.

Technical Rider

If the artist has separated out their technical rider from the standard contract, it will also require a signature.

Signatures

When all terms have been finalized, the first party will send two copies to the other party. Once all final terms have been ironed out and finalized, with all changes initialed and dated, this first party will return both copies to the other party. The other party will then initial the changes, sign both copies and return one copy to the other party for their files.

Late Changes

Occasionally, issues may arise after the completion of the contract. For such changes either you or the artist should draft a letter for signature by both parties indicating mutual agreement with regard to the change.

Promotional Details

Make sure to ask the artist to provide as much of their promotional material electronically as they can including links to their website, Facebook, Youtube videos, etc.

Video

A broadcast-quality video or DVD is an important tool for promoting the show to the public. The presenter should ask the artist to provide a “b-roll” featuring two or three short (2-3 minute), well-edited segments for use by the local television station. You might also want the artist to provide a sales DVD (10 minute loop recommended) at your venue during special events or at shows that precede the artist’s engagement.

Photography

Request excellent-quality colour photographs from the artists. This can be either by: (i) high resolution (600 dpi) digital format (on CD); (ii) emailable high-resolution (600 dpi) digital format.

Descriptive Copy and Slogans

Request two versions of the artist’s program description: (i) one or two lines for use in an advertisement; and (ii) a paragraph for use in a season brochure (between 50-150 words). If available, the artist should provide a few positive review quotes of varying lengths and appropriately annotated with the name of the media outlet and the date published.

Press Kit

The artist should submit a press kit with the following:

- A sample press release (for incorporation into your material and circulation to local media)
- A “backgrounder” (an engaging description of the artist’s company, one or two pages long, for possible use in the house program or local newspaper, covering style of performance, artistic highlights, information on the art form, etc.)
- Artist biographies
- Favourable reviews from other communities
- The tour itinerary and, possibly, a full-season’s performance schedule
- A CD with high-resolution photography and one or two high-quality photo prints.

Radio Music Beds

If the show features music, you may be able to use 30 and 60 second music beds (.mp3 files on CD) for radio ads. However, not many presenters purchase radio time on commercial stations, so this may not be necessary.

Flyer / Poster Artwork

You may need camera-ready artwork for flyers and postcards from the touring artists. Ask them to leave blank space for adding local information (e.g. date, time, venue, ticket prices, box office phone number and your logo).

Collateral

You may want to request flyers and/or postcards for promotional use in the community. Ask the artist to print and provide a pre-determined quantity of between 200 and 500 pieces. If you want more, the artist may charge you for additional costs. The artist should expect to provide you with 25 to 50 posters. Once again, if you want more the artist may charge you for additional costs. The artist will leave a blank space for adding local information (e.g. date, time, venue, ticket prices, box office phone number and presenter logo).

Media Participation

You may request for the artist to participate in telephone interviews with local journalists prior to their engagement. Be aware that advance notice may be needed to find a suitable time and that interviews should be scheduled as far in advance as possible. Make sure you coordinate local media calls in advance if the artist has an in-house publicist or if they have hired one for the tour.

Contract Checklist

This is a useful tool to have handy with you when you are on the phone with the artist negotiating the performance details.

City/province: _____
Artist's name: _____
Artist's address: _____
Artist's phone: _____ Email: _____

Best time of day to reach artist: _____
Name of Piece: _____
Performance dates: _____

Tickets and Audience

No of seats in venue: _____
Ticket prices: _____
Is there a subscription base? Yes: _____ No: _____

Fees

Fee Type: Guarantee: _____ Split: _____
Fee Amount: _____
Split details: _____

Payment Schedule

Amount on Signing: _____
Amount on Day of the Show: _____

Payment Types

Cash: _____ Cheque: _____

Additional Services

Workshops: _____
Masterclasses: _____
Student Matinee: _____
Pre Show Chat: _____
Post Show Discussion: _____
Reception: _____

Promotional Materials

When Required: _____
Media Interviews: _____
Licensing fee payments: _____

Complimentary Tickets: _____

Sales tour merchandise: _____