

STANDARD FORM OF ARTIST'S ENGAGEMENT CONTRACT CASUAL ENGAGEMENTS

THIS CONTRACT for the personal services of Artist made this **DATE** _____ between the undersigned purchaser (hereinafter called "Purchaser") and the Artist (hereinafter called "Artist") for the engagement described below. The Artist agrees to so perform according to the following terms and conditions:

ARTIST: *** Hypnotist The Incredible BORIS ***
VENUE: _____
Address: _____
Contact: _____
Date(s): _____
Showtime: _____
Sets/Length: one 60-90 minute show, no intermission.
FEE: \$ _____ **US Dollars**
Payment: - **50% non-refundable Deposit due immediately** to guarantee date \$ _____
- **Remainder due immediately prior to performance** \$ _____
Terms: Paid to Artist - **BORIS CHERNIAK.**
Attachment: See also Rider attached, which forms part of this contract.

1. Subject to the terms of this agreement and the Artist Rider attached, this agreement is irrevocable.
2. This Agreement may be executed via facsimile or email scans without affecting its validity or enforceability.
3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.
4. If Artist is in breach of Artist's obligations hereunder, Purchaser's damages shall be restricted to the amount paid to Artist as a deposit.
5. The parties hereunder are acting as independent contractors and not as agents, employees or partners of the other.
6. Purchaser is responsible for withholding tax and ensuring that the engagement complies with all applicable laws, statutes, and regulations, and shall assist artist in obtaining permission, licenses, work permits and visas to perform.
7. If Artist cannot fulfill his obligations hereunder due to reasons beyond Artist's control, such as transportation failure, strikes, riots, floods, illness or Acts of God, inability to obtain licenses, permissions, work permits or visas, Artist may cancel this agreement without any obligation to Purchaser.
8. Purchaser hereby fully indemnifies Artist from any loss, claim, or liability whatsoever arising of breach of terms, conditions, warranties, covenants of this agreement, or arising from the Artist's performance or circumstances in relation thereto.
9. Purchaser shall use its best efforts to promote the engagement to the Artist's complete satisfaction.
10. Purchaser shall be responsible for obtaining all necessary licenses, permits and payment of all applicable licensing fees including, without limitation, performing rights fees.
11. Artist's performance shall not be recorded, reproduced, or transmitted without Artist's written permission.
12. Artist reserves the right to sell merchandise, and/or hire sales help to distribute promotional products without any compensation to Purchaser.
13. Artist reserves the right to hire assistants as he deems necessary to fulfill the requirements of Artist's engagement.
14. This is the Entire agreement between the parties and consists of the Artist Rider attached hereto, and shall not be amended except by an instrument in writing signed by the parties hereto.

Boris Cherniak

(Artist's Name)

X _____
(Artist's Signature)

The Incredible BORIS
81 Binscarth Crescent
Thornhill, Ontario
Canada L4J 4S7
Tel. 416-576-4100
Tel. _____
e-mail: booking@IncredibleBORIS.com
Web Site: www.IncredibleBORIS.com

(Purchaser's Name)

X _____
(Purchaser's Signature)

Tel. _____
Tel. _____
e-mail: _____
Web Site: _____

THE INCREDIBLE BORIS PERFORMANCE RIDER

1. No less than fifteen (15) chairs available to Artist with adequate space on stage to accommodate. Please arrange the chairs in a straight line facing the audience, with enough room to move behind.
2. A small table with bottled water is to be placed on one side of the stage.
3. Producers to supply sound and lights at no cost to Artist. Sound consists of an adequate PA system, Microphone with a straight stand. PA system should have a ¼" or RCA or XLR input for laptop sound. Lights consist of General stage lighting. Sound monitors should be used whenever possible (additional speakers on stage for the performer). Sound should be crisp and clear on stage and in the audience (muffled sound is not acceptable).
4. A sound technician must be made available for the duration of the show.
5. Purchaser agrees to provide security for Artist and performance area where necessary.
6. One dressing room for Artist's private use, to include or have access to private washroom. This room shall be locked or secured during the performance. Whenever possible, dressing room should include: table, chair, mirror, 110 volt power outlet, bottled water, fruit, fruit juices, and vegetable tray.
7. Please forward any reviews, articles, photos, or press related materials concerning Artist's performance to Artist.
8. Purchaser agrees to provide FLIGHTS at their expense:
 - a) Round trip airfare to the destination of performance (Artist prefers to travel with major carriers or flights should be arranged with carrier of Artist's preference).
 - b) Re-imburse Artist for travel arrangements in the amount of
9. Purchaser agrees to provide HOTEL ACCOMODATIONS at no cost to Artist for the duration of Artist's stay. Hotel should have internet access, parking and resort fees included and paid by Purchaser.
Additional details: _____
10. Purchaser agrees to provide GROUND TRANSPORTATION at their expense:
 - a) Round trip transportation between hotel and location of performance and/or
 - b) Round trip transportation between airport and hotel and/or
 - c) Round trip local transportation (shuttle or car rental)
11. Purchaser will make PARKING arrangements (where necessary) at no cost to Artist.
12. A sweat / t-shirt with the Venue logo provided for the Artist (where available) – size Large.
13. Where necessary, please provide a map of performance site along with surrounding areas.
14. Purchaser will provide a reference letter upon completion of this contract.
15. Event press, brochures and web sites should link to www.IncredibleBORIS.com and Artist's social profiles.