

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): _____
 Hours: _____
 Sets/Length: one 60-90 minute show, no intermission.
 FEE: \$ _____ plus Tax- 8%HST/5%GST RT124801507 \$ _____ Total \$ _____
 Payment: \$ _____ **50% non-refundable Deposit** due upon contract signing to guarantee date
 \$ _____ **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 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 the artist as a deposit.
5. The parties hereunder are acting as independent contractors and not as agents, employees or partners of the other.
6. The 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. The Artist's performance shall not be recorded, reproduced, or transmitted in any manner or means whatsoever without written permission of the Artist.
12. Artist reserves the right to sell his own merchandise, and/or hire sales help to distribute promotional products without any compensation to Purchaser.
13. The Artist reserves the right to hire assistants as he deems necessary to fulfill the requirements of the Artist's performance and 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)

(Purchaser's Name)

X _____
(Artist's Signature)

X _____
(Purchaser's Signature)

The Incredible BORIS
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 Canada L4J 4S7
 Tel. 905-882-7707
 Fax 905-882-7797
 e-mail: boris@comedywood.com
 Web Site: www.comedywood.com

 Tel. _____
 Fax _____
 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 them. The chairs are to be arranged on stage side by side, facing the audience, with enough room to move behind.
2. A small table with bottled water and glasses 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 could 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/DJ 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, clean towels, 110 volt power outlet, pitcher of ice water and glass, 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 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 at their expense (Artist will contact Purchaser at least 24 hours in advance of performance with arrival information):
 - 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)
10. Purchaser will make the parking arrangements (where necessary) at no cost to Artist.
11. Purchaser agrees to provide Hotel Accommodations at no cost to Artist for the duration of Artist's stay. Artist may arrive several days before the engagement (where necessary) to fulfill his obligation.
12. A sweat / t-shirt with the Venue logo provided for the Artist (where available).
13. Artist may cancel this engagement by giving Purchaser at least 30 days notice to such effect in order to permit him to render services in preparation, performance, or other activity relating to a television appearance, motion picture, or stage production agreement.
14. Please send a map of performance site along with surrounding areas including access from major highways, etc.
15. Purchaser will provide a reference letter upon completion of this contract that Artist may use to help acquire future work.