

DRAFT

**FOR REFERENCE ONLY
NOT REAL**

V1c 2021 Jul 07

Performance Agreement

Stage 33 Live – www.stage33live.com

venue: 33 Bridge Street, Bellows Falls, Vermont

primary contact: Mark Piepkorn; stage33@stage33live.com; voice/text 802-289-0148

surface mail: Stage 33 Live admin; 8-1/2 Atkinson St, Bellows Falls VT 05101

1. Stage 33 Live is a casual, occasional, unfunded, unaffiliated, zero-budget, 501(c)3, volunteer-run listening room with seating for 40. It's most like a house concert in a former factory. No kitchen, no bar.
2. Original, copyright-owned material only, ideally FCC-safe. No covers under any circumstance (there's no money for performance rights licensing, and just one ASCAP fine will kill us); public domain is OK.
3. Performances are recorded and filmed; see the attached media release.
4. **This agreement (with the tech addendum and media release) supersedes any other understanding.**

Your legal name:

Group or stage name:

Performing as: **(HOUSE: check as appropriate)** Headliner Opener

Performance date, day of week: **(HOUSE: fill in per show)**

Load-in / soundcheck time (all times Eastern): **(HOUSE: fill in per show)**

Parking Details: **Easy parking next to and near the venue. A loading dock is available and worth using if more than one trip from the car is needed.**

Door time: **(HOUSE: fill in per show)**

Performance time: **(HOUSE: fill in per show)**

Performance length / number of sets: **FOR HEADLINERS, one 75 minute set is typical and recommended, but the performer has latitude. FOR OPENERS, one 20 to 25 minute set. (FOR SHORT SETS / OPEN MICS we don't trot out this Performance Agreement, just the Media Release.)**

Ticket prices: **(HOUSE: fill in details per show)** adv/door

Offered deal: **HEADLINERS: We give you 100% of gate, less the 11th ticket sold to help cover show marketing costs (see "Promotion" below). Consequently, there's no money for a guarantee, deposit, or hospitality including meals. You also keep 100% of your merch sales; we provide a well-lit merch table near the stage, but no staff. OPENERS: If the headliner is bringing you on to the bill, any arrangements or agreements, financial or otherwise, are between them and you — we're not liable for any failure or misunderstanding of any agreement that we didn't make. We have no money to directly compensate you (we're also working for free), but the documentation we produce ain't hay. You can also sell merch and keep all those proceeds.**

Other artists on the bill: **HEADLINER-RECRUITED OPENER OR CO-BILL: Headliners can bring on an opener or co-bill (subject to Stage 33 Live and 33 Bridge Street stakeholder approval). Any agreement or financial arrangement with them is yours to make and fulfill. We're not liable for any failure or misunderstanding of any agreement, financial or otherwise, that we didn't make. OTHER OPENER: We may bring on a musically compatible warm-up act for a ~20/25 minute set. We'll ask for headliner approval before locking anything in. Openers receive no split or compensation; if it's a good night and you wish to tip your opener (or the venue, for that matter) you may, but it's neither expected nor requested. SHORT SETS: We may run a ~45- to ~60-minute series of short sets as a songwriters'-circle or with an open-mic vibe prior to the headliner. We'll ask for headliner approval before locking anything in.**

Payment method: **We'll disburse door receipts in cash on show day to one person designated by the headliner.**

Promotion: **We provide press releases to local and regional media; placement on print and web calendars; social media leverage; flyer design, execution, and distribution. We deduct face value of the 11th ticket sold to cover the expenses. If fewer than 11 tickets sell, we eat it.**

Exclusivity, Radius/Date: **None**

Green room: **There are a couple places we can set you up but neither is a proper green room.**

Comps, venue: **Typically 0 (not counting our volunteers).**

Comps, performer: **Provide guest list prior to door.**

Cancellation: **30 days preferred (we recognize that's not always possible). We'll do the same for you. We never cancel due to low sales, but we're never going to force anybody to play a show that's going to lose them money.**

Sickness, accident, Force Majeure: **Neither of us are liable for things beyond our control... civil tumult, bad weather, epidemics, transportation problems, illness or personal emergency, catastrophic infrastructure failure, sharknados, and like-that.**

Independent contractor: **Performers are independent contractors responsible for their own taxes.**

Artist DOS contact:

Venue DOS contact: **Mark Piepkorn; voice/text 802-289-0148, email stage33@stage33live.com**

Accepted by _____
(print name)

(signature)

circle one: AGENT / ARTIST

DATE

Tech addendum

The stage is 8x16. It has cushy carpeting that can be rolled and removed — though it then acts like a giant resonator which can be particularly agonizing for quiet acoustic acts. No drum riser. There are decorative set pieces on the stage, and they can be removed. The stage is daylit during daylight hours. We run color-shifting stage floods, or plain white.

We have no backline, but there are two 20A dedicated circuits for yours.

We have the usual needfuls: a good PA, an OKish mic locker, tripod mic stands with short booms, three wedges, etc. Let us know if you have anything unusual going on. We love stage plots and input lists. If you have favorite personal mics, DIs, or other smalls, we encourage you to bring and use those. Note that condenser mics require excellent rejection. There are 16 inputs. We provide a board op but you can bring your own if you want.