HOW TO CONCERTS

OFFERS, CONTRACTS, CANCELATIONS

WHAT THEY REALLY LOOK LIKE IN ENTERTAINMENT

WHAT IS AN INQUIRY?

An inquiry is an email, a phone call, or any form of casual contact with an artist team to seek information. Be clear that you are just inquiring and will let the artist know if you intend to submit an offer.

WHAT IS AN OFFER?

An offer is an official looking document (on campus letterhead, a middle agent worksheet, or filled in artist worksheet) outlining all the details that you are proposing to the artist, including:

- Name of artist
- Name of buyer to list on a contract (ie: The Board of Trustees of Illinois State University)
- Dollar amount offered
- Date(s)
- Venue & address
- Capacity
- Ticket prices and breakdown of how many available at each price
- Merchandise split rate & whether you can provide sellers
- Radius clause
- Who is providing sound, lights, backline (band or dj gear), transportation, lodging, etc.
- Plans for an opening act
- Is this a part of a larger event?
- Required set length
- Insurance requirements
- Do you have a school addendum or rider?
- Do you require a meet and greet with your committee?
- Contract quirks, deadlines, non-negotiable unique clauses, and other hot-buttons
- Does your school take a non-resident tax out of the artist's check?
- Who is your contract signatory?
- Contact person for this offer
- Other quirks (i.e. you cannot load in until 3pm on weekdays, severe content restrictions, the need to avoid the word ___, the president of the school must announce the artist, etc.)
- Expiration date and time

ARTIST WILL RESPOND WITH

1. **Pass** – always ask why in case you could easily modify your offer. Otherwise, move on to Plan B.
2. **Counter-offer** – respond with "offer stands as is" and give them another chance, or let them know if you can meet some or all of their requests. The artist gets the last chance to take it or leave it.
3. **Confirm** – move along to the contracting phase.

CONFIRMATION

The industry considers a confirmed offer a binding place holder until a contract can be fully-executed. Your lawyer may disagree, but you need to know this is how the industry sees this! Keep in mind – this protects BOTH sides.

WHAT IS A CONTRACT?

- A contract is a legally binding document outlining all the terms and conditions, details and legal jargon that goes along with your event.
- It may take a few rounds of edits and negotiations to come to agreeable terms, but both sides have to try.
- Make sure all of your offer details made it into the contract to protect you later.
- Make sure you start early.

HOT BUTTONS
that may hold up a contract:

- Cancelation language
- Force majeure clauses
- Indemnification/ liability clauses

WHAT IS A RIDER?

Although it "rides" along with the contract, a rider is a set of *requests* detailing what an artist needs to make a show (day) successful. These are almost always negotiable. There is very little on a rider that can't be negotiated, updated, or discussed. Always ask for the most updated rider when advancing.

WHAT IS A CANCELATION?

A cancelation is when either the artist *or* the buyer wants to cancel the show. In general, cancelations are not considered good practice by either side.

If the *buyer* has to cancel:

- Try to prevent it. There are very few circumstances that are not "figure-out-able."
- Move venues, change the timing of the event, discuss production substitutions or issues, release a statement if someone is arguing your artist choice, get creative, etc.
- If you cannot prevent a cancelation, you will be expected to pay 50-100% of the artist fee.
- If you do not pay the artist and cancel for reasons that are not an artist's fault, your school may be "black-listed" from that agency, meaning you will no longer be able to book artists from their roster.

If the *artist* has to cancel:

- Get creative. Try to reschedule. Try offering solutions.
- If it is unpreventable, remember that artists are human. Sometimes they get sick, require treatment or rehab, or must prioritize another career-altering event.
- If you handle it with grace and look for solutions or alternate dates, all will understand.
- If your school sues, it may tarnish your school's reputation in the industry.

KEYS TO SUCCESS

- Plan ahead
- Use a middle agent
- Communicate
- Always look for solutions