

local labour imposed by any union with jurisdiction over the facility in which you are appearing, such as "stand-by" musicians; the cost of hiring any technical equipment required by the company; the rental of any rehearsal space required; janitorial services, and so on.

**9. Promotional Material.** A list of the posters, press kits, photos, slides, video and audio tapes to be provided by the company to the presenter with the date by which they will be delivered.

**10. House and Souvenir Programs.** A confirmation that the company will provide copy, text, program notes and casting by an agreed date for a house program which the presenter will publish at his expense.

In the event that, as in Japan for example, a souvenir program is prepared and sold by the presenter drawing extensively on material supplied by the company, a commission should be negotiated and paid to the company.

**11. Reproduction.** No broadcast reproduction, recording or photography of the performance may take place without the express written consent of the company.

**12. Credits and Billing.** The presenter agrees to observe all credits and billings of which he is advised by the company including crediting all the performers who appear in photographs supplied by the company and the photographers who took them. Do remember that if the name of your company is being translated into another language, you must be consulted.

**13. Company Personnel.** A list of the people who will be touring with you by their occupations (e.g. 12 dancers; 4 musicians; 1 director; 1 company manager; 1 lighting designer; 1 technician, etc.). Annex your visa list to the contract. State that the company will be responsible for paying all salaries and benefits to its members.

**14. Physical Production.** State that the company will provide all the scenery, costumes, props, etc. necessary to the presentation of your performance.

**15. Repertoire.** State that in an annex to

the contract a detailed list of the works to be performed is to be found, including the duration of each work, the length of each program, where the intermissions occur and how long they will last.

**16. Rights.** This is a complicated matter because the rules vary substantially from country to country. Some countries have performing rights societies which will take 10% or more of the gross box office receipts at all performances when music is being played, which they claim will be distributed to the composers, or their publishers, of the works performed. The problem is that they will try to take the money even if the composer is long dead and the work is in the public domain. Canadian publishers and composers are not terribly enamoured of this system either, as it usually takes months and months for them to receive their payment, and even when they do, once various administration charges have been deducted by the society, the amount bears little relation to the sums originally taken from the box office receipts.

Obviously this is a matter that you should discuss at length with your presenter. There is a solution, however, which has proven successful in many cases provided that you have kept the faith with *all* the copyright owners for the presentation of the same works within Canada. Remember that if you perform a work inspired by the still-copyright writings of a French poet, whom you credit but whose permission you have never asked, you could have a problem on your hands if the publisher finds out about it whether or not you are going to appear in France.

In advance of your tour you can negotiate, sign contracts with, and pay all the composers, authors, choreographers, etc. through their Canadian publishers or representatives thus obtaining in advance all the licensing fees you need for each of the works you are going to perform.

Remember that even if you are going to perform a work by Jean Cocteau in France — where there is a performing rights society