

Preamble:

To guide Pride Winnipeg Festival managing members on the process for managing performance contracts for our entertainment needs.

Policy Statement:

Entertainment is a crucial element in many of our events and its cost are often one of the highest expenses for an event. Improper management of performer contracts can lead to financial, logistical and legal problems. Care and transparency must be taken to ensure the relationship between Pride Winnipeg Festival and the performer's agency/management is smooth, trusting, and mutually beneficial.

Definitions:

Performer – A person or group that performs a talent, skill or role to a Pride Winnipeg Festival audience for entertainment purposes. This may include:

- Musical artists both instrumental and vocal,
- Dancing artists,
- Acrobatic artists,
- Theatrical artists,
- Magicians,
- Impersonators,
- Comedians,
- DJ's,

Please note the above list is not exhaustive and may include other types of performances. If you are unsure if this policy related to your booking please consult with the Vice-President, Programming for clarification.

Event Manager – An event manager is the person tasked with overseeing an event. Examples include the Festival Director, Parade and Rally Director and Special Events Coordinator.

Procedures:

Budget Lines

The following is captured under the "Entertainment" budget line in the organizations operating budget:

- Performance fee,
- Transportation (both getting to/leaving Winnipeg and travel within the city),
- Food and beverage while not at the performance venue, and,
- Hotel room expenses.
- Performer Riders, per diems, food and supplies.

Stage, lighting and audio equipment is captured under the "Equipment – AV" budget line.

For arranging payment for a booked performance please follow the procedures in the Finance Request Policy.

Booking a Performance

All performance bookings must be in writing. If a performer does not have a formal performance contract they are to be provided with Pride Winnipeg Festival's Performance Contract to be signed and submitted to the organization. No performer may perform for Pride Winnipeg Festival without a signed performance contract.

Only authorized Pride Winnipeg Festival personnel may sign performance contracts on behalf of the organization or alternatively Pride Winnipeg Festival's contracted producer upon receiving approval from a Pride Winnipeg Festival managing member. Any unauthorized signing of a performance contract will not be considered valid and Pride Winnipeg Festival will take no responsibility for the obligations stated in the contract.

Booking Details

All contractual obligations must never put the organization at great financial risk or hardship. Any requests on behalf of the performer that are beyond the means of the organization will not be agreed upon, instead a compromise must be met first before Pride Winnipeg Festival agrees to the requests. All booking tasks are the responsibility of the event manager in which the performer is performing at their event.

Transportation

All inbound and outbound transportation for the performer needs to be done in accordance with any contractual obligations (air, first class, maximum of one layover, etc.). Ground transportation needs to be done in accordance with any contractual obligations (type of vehicle). The most economical mode and type of transportation should be booked as long as it meets the contractual obligations. All dates, times and locations related to transportation must be worked out with the performer and put into a performer itinerary.

Boarding

All performers should be booked in our sponsor hotel unless other arrangements have been made. All room bookings need to be done in accordance with any contractual obligations (type of room, number of rooms, etc.). Pride Winnipeg Festival will not be responsible for any charges incurred by the performer while staying at the hotel unless otherwise stated in the contract.

Stage, Light, and Audio Requirements

All requirements related to stage, light and audio must be worked out with the respected event manager.

Day of Performance

All performance/set times and location (including rehearsal) need to be worked out with the respected event manager.

Transportation from the hotel to the venue must be planned out and with consultation with the respected event manager and the Logistics Director.

Any food and beverage required as per the contract needs to be available while the performer is at the venue. All applicable food handling and liquor laws must be followed when fulfilling this obligation.

Shared Performers

No performer booked for a Pride Winnipeg Festival performance may perform at another venue while under the contracting of Pride Winnipeg Festival. If a performer fails to meet this obligation, Pride Winnipeg Festival will consider the performance contract void and no longer obligated to fulfill its end of the contract including remaining payment of services. This **MUST** be stipulated within an agreement between Pride Winnipeg Festival and the performer. This condition may be waived by the Vice-President, Programming on a case-by-case basis.

If Pride Winnipeg Festival is entering into an agreement to share a performer between one or more parties a written agreement must be made which states which obligations Pride Winnipeg Festival and the other parties have in regards to the performer contract.

Performance Safety and Risk

All performances must go through a risk analysis especially if it involves heights, pyro techniques, dangerous animals and any other life threatening risks. The safety of all involved in the performance takes priority over all other aspects of the performance. No performance will occur if it is deemed to be beyond Pride Winnipeg Festival's risk control measures.

Any high risk performance must be consulted with our insurance provider to ensure we are not in breach of our current contract and to consider the effects on our premiums.

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