



BCTC BLOCK-BOOKING AGREEMENT

Agreement

This Agreement is entered into for the 2024-2025 block-booking season and is between:

(BCTC) BC Touring Council

A registered charity and not-for-profit organization incorporated under the BC Societies Act

and “Presenter” or “Member” of BCTC

NOW THEREFORE this Agreement witnesses that in consideration of the premises and mutual covenants and agreements contained in it, BCTC and the Presenter, Members or their designated representative agree as follows:

All Presenters, or Members, or their designated representative wishing to participate in the block booking process are required to review and agree to the block booking Rules of Engagement set out below at the commencement of each booking cycle. All Presenters, Members, or designated representatives must date, sign and return a copy of this Block Booking Agreement and Rules of Engagement to BCTC prior to participating in any block-booking activity.

BCTC shall make available to the Presenter Member, or their designated representative direct access to and direct participation in the block-booking program operated by BCTC, provided that the Presenter or Member is a member in good standing of BCTC, and is in compliance with this Agreement and the policies, practices and protocols referred to herein.

The parties agree that fundamental purposes of the block booking program are to enhance the availability of performing artists at fair rates for Presenters or Members and to advance the cultural growth of audiences across the Province of BC. The program also benefits BCTC members as it provides a necessary revenue source required to support and deliver a wide variety of services and programs.

The block booking program is operated through BCTC’s website www.bctouring.org and the Arts Touring Connector (ATC) is password protected for each participating Presenter, Member, or their designated representative.



BCTC Responsibility

BCTC shall appoint or cause to be appointed a Block-booking Coordinator. Acting under the direction of the BCTC Executive Director, the Block-booking Coordinator shall carry out the day-to-day operations of the block booking program in accordance with the policies, practices and protocols that are in place or may be in place, as amended from time to time and are approved by the BCTC board of directors.

The Block-booking Coordinator will ensure that current Performance Offers and/or Letters of Intent (LOI) are uploaded to the block booking website and that artist web links are active. All final confirmed tours along with all agreed upon deal terms including but not limited to, artist fee, promoter profit percentage, royalty rate, back-end split terms, travel, ground transportation, backline, hotel accommodations, buy-outs, radius clause etc. will be posted to the block-booking website.

Presenter, Member Responsibility

The Presenter, Member, or their designated representatives acknowledge and agree that BCTC has exclusive rights to operate ATC in BC and that Ontario Presents holds intellectual property rights pertaining to the ATC including rights related to copyright, trade-marks, know-how and trade secrets as well as, materials, documents, designs and concepts related thereto, and that the Presenter, Member, or designated representative use of any such intellectual property rights is restricted to the use contemplated in this Agreement. Participating members are required to change the default settings on their block booking profile so that notices regarding tour additions or developments are received automatically. In addition, the Block-booking Coordinator will provide email updates as required throughout the booking process to all participating Presenters, Members, or their designated representatives.

Adherence to BCTC Code of Conduct

BCTC members shall behave in a collegial and collaborative manner and shall comply with the BCTC' Code of Conduct found on BCTC website at www.bctouring.org

Applicable Fees:

The Presenter, or Members shall pay in a timely manner any BCTC commission fees or charges related to its use of, direct access to or direct participation in the block booking program. All Presenters, or Members are charged a % commission per artist/show/tour booked on their behalf, plus GST, and payable to BCTC as a fee for providing the online block-booking service and tour coordination. Commissions are invoiced bi-annually.

The fee structure for a season of tour bookings is calculated, as follow:

If you are a Type A Presenter, with an Operating Budget of less than \$100,000, your commission will be 2% for all performances booked

If you are a Type B Presenter, with an Operating Budget of \$100,000 to \$500,000 your commission will begin at 4% for all performances booked

If you are a Type C Presenter, with an Operating Budget of over \$500,000 your commission will begin at 7% with a sliding scale as follows:

- at \$50,000 or less, the BCTC commission will be 7% of the total artist fees.

For the portion of additional artist fees valued:

- between \$50,001 and \$100,000, the BCTC commission will be 6.5%.
- between \$100,001 to \$150,000, the BCTC commission will be 6%.
- between \$150,001 to \$200,000, the BCTC commission will be 5.5%.
- at \$201,001 or more, the BCTC commission will be 4.5%.

For any individual show that has an artist fee valued over \$15,000: the BCTC commission will be capped at \$750 per performance.

The sliding scale is based as a percentage of gross artist fees paid per Presenter. This sliding scale is agreed to by the Presenters for their entire roster of block booked shows.

Any performances added by a Presenter, Member, or designated representative above and beyond their initial confirmed block tour performance will be subject to a block booking fee of 50% of the commission rate applied to the first performance.

A Presenter, Member, or designated representative will not be required to pay the BCTC commission fee when the confirmed date or tour has been cancelled by the artist or artist's representative.



If any provision of this Agreement or portion thereof or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, (a) the remainder of this Agreement or the application of such provisions or portion thereof to any other person or circumstances shall not be affected thereby, and (b) the parties hereto will negotiate in good faith to amend this Agreement to implement the intentions set forth herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is to be governed by and interpreted in all respects in accordance with the laws of the Province of BC and of Canada applicable therein.

This Agreement, including the policies, practices and protocols that are in place or that may be in place, as amended from time to time by the BCTC board of directors, constitutes the entire Agreement between BCTC and the Presenter or Member and it supersedes all prior agreements, obligations, statements, representations, understandings, warranties, communications and negotiations, whether oral or written with respect to the subject matter of the Agreement, unless otherwise provided for herein.

No provision of this Agreement will be deemed to be waived, and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the party to be charged with such waiver or consent.

The foregoing recitals are true and correct and are an integral part of this Agreement.

This Agreement may not be assigned by the Presenter without the prior written approval of the BCTC. No assignment shall relieve the Presenter from the obligations under this Agreement or impose any liability upon BCTC to any assignee.

The Presenter agrees that BCTC and its officers, directors, employees, independent contractors, volunteers and agents will not be liable for any injury or damage (including death) to the person or property of any partner, officer, director, employee, independent contractor, volunteer or agent of the Presenter or for any claim, demand, action, or cause of action by any third party against the Presenter and/or BCTC arising out of or in any way related to the block-booking program or in any way related to this Agreement.

Time is of the essence in all respects of this Agreement.

A party hereto shall not be responsible for failures in performance due to any circumstance or act beyond the reasonable control of a party to this Agreement claiming force majeure, including an intervening act of God or public enemy, war, blockade or civil commotion, provided such circumstance or act did not arise by reason of the negligence or wilful misconduct of the party claiming 'force majeure', or which cannot reasonably be foreseen or provided against.

All reports, communications and notices to be made pursuant to this Agreement shall be validly and effectively made if made in writing and delivered by email, first class mail, postage prepaid, or by personal delivery and addressed to the Party to whom it is intended at its address as set out below:



BCTC:

PO Box 547

Nelson, BC V1L 5R3

To the Presenter or Member: at the address currently on file with BCTC, which is associated with the Member login/id.

Notice shall be deemed to have been received on the date on which the notice was delivered, either by registered mail, paid courier, or in the case of email transmission on the day, on which confirmed transmission is provided to the sender. The parties may designate a different address to one another at any time.

Agreed to by: Presenter, Member, and Designated Representative

Date: _____

Organization: _____

Presenter Name: _____

Signature: _____

Designated Representative Name (If applicable): _____

Signature: _____