

## **BCTC Block Booking Rules of Engagement**

### **Confidentiality**

Confidentiality within the block is essential for the block booking program to be successful. This includes (i) the performing artists willing to participate at a given time period and the rates and conditions connected to that performance; (ii) the members that are willing to book performing artists at what rates and conditions.

### **Shared Markets**

When two or more members are in close proximity to each other and have a concern about the ability to sell an artist in each market, they will be encouraged to come to an amicable solution between themselves to determine which member will submit the offer. If the presenters are unable to resolve the situation, BCTC will decide based on factors such as who was first on the wish list, were deadlines respected etc. Ultimately, the goal is to have the members resolve this on their own.

### **Making an offer**

All offers made will be kept confidential, from agents and others on the block, until such time as the entire offer is accepted by the agent. A minimum offer will be set by the Block-booking Coordinator when the block is offered. If a member feels that they are not able to meet the minimum offer due to financial restraints, they are able to submit their best offer and it will be considered with the understanding that if the viability of the tour is put in jeopardy due to these lower offers, those members will be asked to withdraw from the tour.

### **Artist is already booked in the region**

If a member has already negotiated a deal prior to the block booking negotiation taking place, the member has the option of joining the block. However, the deal negotiated by the member will take priority over the block booking.

If a block is already in process of being developed for a particular artist, or has been confirmed, members will not work directly with the agent to add a date, but will participate in the block booking process. If the offer has already been submitted, the presenter will contact the Block-booking Coordinator to request to be added to the block.

### **Signed Offer**

BCTC members should not start individual contract negotiations with an agent until they have received a signed offer from the Block-booking Coordinator. If a contract arrives prior to receiving the offer, please inform the Block-booking Coordinator immediately who will then contact the agent.



### **Conflict of Interest**

No BCTC member having direct access to or direct participation in the block booking program shall have a conflict of interest; including where they represent or act for (or on behalf) of any artist as an agent, manager or in any similar capacity. A member who has a conflict of interest may request that their direct access to or participation in the block booking program be suspended during the period of any such conflict of interest. The Block-booking Coordinator may suspend direct access to and participation in the block booking program when appropriate, given the nature of the conflict of interest.

### **Member Responsibilities**

Members are asked to submit offers that are fair yet competitive. Block booking is not an opportunity to low-ball and book an artist for less than they are worth. Offers need to be kept professional and within reason. Block booking works because it enables members to book artists at a reduced fee while keeping in mind all factors (venue size, expenses, etc.) including the calibre of artist you are bidding on.

Members are asked to pay all block booking invoices in a timely manner.

Participate when possible in the in-person pitch meetings, conference calls and read the block booking updates provided by the Block-booking Coordinator.

BCTC is very proud of the services we offer and wishes to increase our branding and profile in the region and beyond. This will allow us better access to funding, attract new members, etc. We would like to request that, where possible, the BCTC logo appear in your programs beside tours that were facilitated through block booking. We also encourage you to provide recognition through your social channels when possible.

Please contact [petrice@bctouring.org](mailto:petrice@bctouring.org) to receive a copy of the BCTC logo or for more information.

### **The Block Booking Process**

A tour is eligible to become a block book when there are three or more members interested in the same artist.

When three or more members are interested the Block-booking Coordinator will contact the agent to collect information on fees, tech, accommodation and more. This information will then be posted on the block booking site.

When a tour has three or more members interested, the Block-booking Coordinator will put out a final call to the membership via email for participation. If you are interested, but have not yet wish-listed at the time of the final call, you must wish-list immediately. This will ensure no one is left out of the tour.



If fewer than three members express interest in an artist, they will be free to pursue the booking directly. They may also continue to engage the Block-booking Coordinator if all are in agreement.

Artists will not be posted on the block booking site unless proposed by at least one member. Agents are welcome to propose artists to the Block-booking Coordinator. Agents will be informed that while the BCTC is a member driven organization, only artists proposed by members will be posted on the block booking site, however the Block-booking Coordinator will circulate the information to BCTC members.

When an offer has been finalized with the block, the Block-booking Coordinator will email the offer to the agent with a blind copy to members participating.

The Block-booking Coordinator will follow up with the agent leading up to the offer deadline set by block. A reminder will be sent at the 48-hour notice and 24-hour notice if required.

If the offer deadline passes with no word from the agent, the block will collectively decide whether to extend the deadline, or to ask the Block-booking Coordinator to inform the agent that the offer has expired and is no longer valid.

If the offer is rejected by the agent then the Block-booking Coordinator will contact the block members to determine if they want to present a counter-offer, adjust and resend the current offer, or walk away.

There may be times when an artist is unable to perform in a certain market/venue even though that presenter is part of a block book tour. If this situation occurs the block will determine justifiable cause. Those members may be asked whether they wish to remove themselves from the offer. If they wish to remain, then the other members agree that the offer stands as is and cannot be divided apart by the agent, even if this means the entire offer falls apart.

It will always be the member's responsibility to ensure that all technical needs can be fulfilled to the artist's requirements according to the provided tech rider.

For each block book tour there will be room for Exclusivity Clauses. The black-out areas will be done by region (i) GVRD (ii) Okanagan Valley (iii) Vancouver Island. This clause exists to create a fair playing field for all and ensures fairness and respect for the theatre and organizations that originally brought the artist to the region; as well as ensuring that additional performances aren't booked that could put the block at risk. At the same time, additional dates should not be withheld without justifiable reason.

There is a possibility that agents may ask for individual venue budgets either before or after an offer has been submitted. The submission of budgets will be on a tour-by-tour basis.



When an offer is confirmed the Block-booking Coordinator will provide the agent with a breakdown of the artist fees so they can issue individual contracts to each presenter on the tour. At this point the presenter takes over the negotiations of other details for their individual contract (hospitality rider, tech rider and other tour requirements).

Presenters are contractually bound to BCTC signed offers. If the presenter decides to cancel the show (for whatever reason), the presenter has the obligation to pay 100% of the negotiated fee (or meet terms of the agent's cancellation policy). This must be handled between the presenter and the agent.

Confirmed offers are sent to the block via email and uploaded to the block booking site.

### **Role of the Block-booking Coordinator**

The main role of the Block-booking Coordinator is to represent the wishes of the block without any confusion or delay.

The Block-booking Coordinator develops and coordinates the tour with the block and presents the offer to the agent based on feedback and direction from the members of the block.

The Block-booking Coordinator provides significant notice and follow-up reminders of approaching deadlines regarding the feedback and direction required to present the offer to the artist. On occasion, consent will be implied (depending on the situation) if no response is received. These steps are taken to keep the process running in a timely manner.

The Block-booking Coordinator is not responsible for negotiating individual venue contracts including hospitality riders and technical riders. Those negotiations are handled by each individual presenter on the block.

Block members are encouraged to speak directly to the agent in regard to details specific to their venue. All parties involved need to ensure there is transparency and clear communication when discussing the block.

The Block-booking Coordinator will prepare and distribute, via email, tour updates (when necessary). The updates will include tours that have been initiated, as well as a current list of tours in progress, tours confirmed and tours declined.

The Block-booking Coordinator is available year-round to administer the block booking program.