

THE PUSHWORTH GROUP OF COMPANIES

Code of Conduct
Festival Artists

2010

Please read this Festival Code of Conduct for Artists

Your Obligation

One representative for each band will be the Primary Contact and will be legally responsible for the Authorisation, Management, Induction, Debrief, Compliance and Feedback for each individual band member and crew that accompanies the band onstage or backstage at the Designated Festival. This representative will be referred to as THE ARTIST in this Code.

If Festival or participant performances are delayed, interrupted or prevented by reason of an act of nature, fire, flood, war, public disaster, strikes, labor difficulties, governmental enactment, regulation or order, certified illness, or any other cause beyond The Festival's control, The Festival will not be liable for any loss of revenue or expenses incurred. Please be aware that by signing this application, THE ARTIST agrees to adhere to the policies, procedures and safety guidelines as set forth by Festival as well as act in the best interest of The Festival at all times. The Festival reserves the right to remove any band or cancel any/all performances that does not abide by the policies of The Festival. Please sign below to indicate you understand and agree to abide by all Festival policies.

Guidelines and Procedures for Artists

This document contains guidelines and procedures for participating in the Designated Festival. Hopefully, the following information will help you gain an understanding of the Festival, and your role as an artist within it. If you have any questions, please feel free to contact info@australianfestivalmanagement.com.au

Festival Governing Regulations

Artists participating in Festival are selected and approved by the **Festival Promoter**.

The Festival exerts no control over the artistic content of an Artist's performances however all performers must maintain a "general audiences" rating for their performance.

Artists are asked to respect Festival staff, as well as the neighbors surrounding the Festival site.

Official Festival Time

The Festival operates on Official Festival Time, which is set and synchronized by Festival staff. All staff, artists, and technicians will set their time-telling devices to Official Festival Time, as well as clocks at the FOH tables at each stage set to OFT. Performances begin strictly on time. In any dispute over performance start/end time, we shall defer to OFT.

Hours of Operation

A festival site will advise Site Installation and Site Bump Out/ Box Office/Gate Operations/Stage Schedules on the official Festival worksheet.

Lost and Stolen Property

The Festival and/or Stage Managers are not responsible for any items belonging to artists, that have been lost or stolen. The Festival and/or Stage Managers does not assume any liability for any damage, theft, or other loss to your equipment or personal belongings that occurs as a result of performance onstage or storage backstage.

Smoking

In accordance with City bylaws, smoking is not permitted onstage or backstage.

Animals

Animals are not permitted onstage or backstage.

Food

No food or beverages (with the exception of water) are permitted onstage. Drinks may be consumed backstage and disposal of cans and bottles into the provided bin. Food can only be consumed at the official Festival Green Room. If you have specific dietary needs or suffer from allergies, it is your responsibility to provide your own meal/snacks.

Schedule Times

1. Load in is one hour Prior to Performance. If THE ARTIST has not arrived one hour prior the time slot will become "up for grabs", and any available artist may take that performance time.
2. Set Up is 15 minutes Prior to Performance
3. Sound Check is Line Check Only
4. Load out is immediately after Performance

Schedule Changes and Show Cancellations

All artists are expected to be present for all scheduled performances. However, during the Festival, a show may be cancelled due to unforeseen circumstances.

The Festival reserves the right to cancel a performance if:

1. Performance conditions are deemed unsafe or untenable due to inclement weather
2. A performer does not show up on time for his or her performance
3. In the event of a Force Majeure/Act of God (eg. fire, flood, earthquake, destruction of property, labor disputes, etc.)

THE ARTIST may choose to cancel a show if:

1. Personal emergency
2. Performance conditions are unsafe or untenable

Any cancellation of performances must be made in writing no less than 48 hours before the Festival. A Cancellation Charge will apply.

Artist Access

Australian Festival Management will allocate the following access passes:

1. Parking
2. Stage Access
3. Green Room Access

Artist Expectations

1. Artists shall treat Festival staff, volunteers, and patrons with respect, and vice-versa.
2. There is zero tolerance for physical and/or sexual abuse or harassment. Infractions will result in immediate expulsion from the Festival.
3. Verbal abuse will not be tolerated. Any artist found in violation will receive expulsion from the Festival for the second offence.
4. Artists are expected to arrive at their stage on time. Artists arriving late may have their performance cancelled.
5. Consumption of alcohol and illegal drugs onstage and backstage is strictly prohibited.
6. We encourage artists to drink responsibly. Like staff and volunteers, artists are representatives of the Festival. If an artist is drinking in a licensed area of the Festival site, they should remove their artist identification badge.

Drugs

The use of illicit drugs on site, or in any Festival venue, will not be tolerated and will result in the expulsion from the festival.

Payment

Email your Tax Invoice to info@australianfestivalmanagement.com.au unless advised otherwise on your official Festival worksheet.

Pre Festival Artist Policy

1. Your designated representative is the primary contact for your band.
2. All artists who wish to withdraw from the Festival must do so in writing. The notice to withdraw must come from the Primary Contact and communicated to Australian Festival Management no less than 48 hours prior to the Festival.
3. All changes to contact/show information must be submitted to Australian Festival Management in writing by the Primary Contact.
4. All bands are responsible for their own authority, employment and services contracts and payments related to their performers and crew.

Festival Policies: Artists and Crew

1. Load in is one hour Prior to Performance. If THE ARTIST has not arrived one hour prior the time slot will become "up for grabs", and any available artist may take that performance time.
2. Set Up is 15 minutes Prior to Performance
3. Sound Check is Line Check Only
4. Load out is immediately after Performance
5. Curfew is strict
6. Latecomer disputes are resolved by Australian Festival Management Stage Managers.
7. Performances may not exceed the maximum time allowed according to the Festival performance schedule.
8. Artists and crew will respect all stages, equipment, and band property. They will pay for damages caused by negligence, at the discretion of the Production Manager and the Australian Festival Management Stage Managers.
9. Stage Managers, Production and Crew are responsible for keeping THE ARTIST, Event Producer and Event Stakeholders informed of any stage problems or difficulties.
10. THE ARTIST is responsible to ensure that performers and crew Bump Out immediately following the completion of their performance within no less than 15 minutes. The Festival reserves the right to charge a LATE FEE and deduct from the performance fee should Production and Stage Managers be required to provide Bump Out assistance to achieve this 15 minute deadline.

Public Safety Requirements

1. Take reasonable care to ensure your own health and safety are adhered to and that you don't adversely affect the health and safety of others.
2. Artists will provide all necessary hardware/materials to ensure safe and efficient set-up of their staging.
3. THE ARTIST will ensure that no performers incite unsafe behavior from the audience e.g. climbing onto the stage, throwing bottles at the stage or unsafe dancing etc.
4. Crew will not permit practices which they deem unsafe.
5. Absolutely no pyrotechnics or flammable liquids are allowed on stage.
6. There are no open flames or burning allowed on stage.
7. Stage Managers reserve the right to intervene at their discretion to halt unsafe practices during your performance.
8. THE ARTIST will be responsible for claims made against them for personal injury or property damage. Your protection is your own Public Liability Insurance.
9. You will provide your Certificate of Currency 28 days prior to the event date.
10. You will ensure that every lead you bring on stage has been tagged in the past 6 months and will provide evidence of these 28 days prior to the event date.

Media and Publicity

1. Bands are encouraged to promote their Festival performance prior to the date.
2. All other promotion of bands at the Festival will be authorized by the Event Publicist.
3. Members of the media or individual artists involved with the production may request permission to photograph or film their production. For the request to be granted, the following procedure must be adhered to:
4. Artists submit their request to film/photograph to the Artist Liaison 48 hours prior to the scheduled performance.
5. The filming/photography must take place in a location where it will not be disruptive to the audience or the performers.
6. All media must ask permission of Stage Managers prior to filming on or back stage. Media must provide identification and follow up details to the Stage Manager in this instance.
7. Stage Managers have the right to deny access to this opportunity if they believe it will be disruptive or dangerous.
8. THE ARTIST gives consent that the Australian Festival Management photographer has the right to take photographs, videotape, or digital recordings of the band at the Designated Festival and to use these in any and all media, now or hereafter known, and exclusively for the purpose of marketing. THE ARTIST further consents that band name and identity may be revealed therein or by descriptive text or commentary.
9. THE ARTIST does hereby release to AUSTRALIAN FESTIVAL MANAGEMENT its agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. THE ARTIST waives any rights, claims, or interest to control the use of the band identity or likeness in whatever media used at the Festival.
10. THE ARTIST understands that there will be no financial or other remuneration for recording the band, either for initial or subsequent transmission or playback.
11. THE ARTIST also understands that AUSTRALIAN FESTIVAL MANAGEMENT is not responsible for any expense or liability incurred as a result of the band's participation in this recording, including medical expenses due to any sickness or injury incurred as a result.

The Artist Agrees

1. THE ARTIST represents that every performer and crew is at least 18 years of age, has read and understand this code of conduct, and is competent to execute this agreement on behalf of the band.
2. THE ARTIST is responsible to get all performers and crew to the designated back stage area one hour prior to the scheduled performance.
3. THE ARTIST is responsible to delegate and coordinate the Parking, Access and Green Room passes to performers and crew ONLY.
4. THE ARTIST is responsible for the safety, security, supervision and management of all equipment and personal belongings onstage and backstage.
5. THE ARTIST is to provide a tax invoice, sign and collect the performance payment upon completion.
6. THE ARTIST acknowledges that they are authorized to sign on behalf of every performer and crew in their band who will be on or backstage at the Designated Festival.

These Guidelines and Procedures are subject to change.