

Chapter 17 - Caller Contracts

Gone are the days when you could seal a bargain between a square dance caller and a club with a handshake. Today, most callers and clubs prefer to have the details of their agreements spelled out in writing. Why? Because a written contract may be used by both the caller and the club to remind them of the details of their agreement (dates, hours, location, level, etc.), and to refresh their memories about its financial considerations (fees, percentages, etc.) which would be impossible to do with a verbal contract.

In addition, it is not always clear exactly when a conversation becomes a binding agreement.

Just because a club telephones to inquire about a caller's availability or to check into the amount of his calling fees – or just because a caller quotes a fee, acknowledges his availability, and expresses a genuine interest to call a dance for that particular club – these things in themselves are not enough for either party to assume that an agreement has been reached. Unfortunately, many people do make that assumption with the obvious conclusions. A signed and carefully prepared written contract will prevent such problems.

Contract Provisions

A written contract can be a neatly printed and very legal-looking document in which the provisions of the contract have been formally noted and carefully stipulated, or it can simply be an exchange of correspondence between a caller and a club in which the nature of their agreement has been informally, but nonetheless precisely, outlined. Whichever style is used, it should be written so that it is not possible for either party to misunderstand the wording or intent of the provisions.

For that reason, we recommend the enclosed CALLERLAB-approved contract form.

The information that should be clear in a contract includes:

Who?	Caller's name, address, phone number. Club name, contact name, address, phone number. It is advisable to list at least one alternate contact.
What?	Type of dance – regular club dance, workshop, special event. Level of dance – be specific using where possible the Callerlab plateau designations. Also, include whether there will be any "star tips".
Where?	The location of the dance: both the address and the room inside the building, if appropriate. Include written directions to the hall if desired.

When?	Date: the day of the week, the month, day, year, starting and ending times, The caller must be there early to set up. If the caller is late, extending the ending time is determined by the host club. There will be breaks for refreshments, announcements, and other activities.
Sound?	Who supplies the sound equipment: the caller, the club, or someone else?
Rounds?	If so, leader's name, time for rounds, how many? Whose equipment will the round dance leader use?
Fee?	If a flat fee, how much? If a percentage, how will it be calculated: on the gross receipts, or on the net after expenses? Are there any considerations for transportation, lodging, meals, etc?

Other considerations:

Will the caller be restricted from other calling dates within a specified radius of the scheduled dance for a certain time period before and/or after the date of the scheduled dance?

Will a substitute caller be the responsibility of the caller or the club? If provided by the caller, it should be 100% acceptable to the club and at a fee no greater than that of the original caller.

Cancellation Clause: Most contracts can be cancelled "only by mutual consent". If after signing a contract, a caller or club finds that they have second thoughts about the terms or conditions, they may of course undertake to renegotiate them. It is vitally important, however, for them to remember that in the event their efforts to renegotiate the contract are not successful, they are bound to comply with the terms of the original signed contract.

Ask for proof of BMI/ASCAP licensing.

A sample contract form is included in Section 20.

BMI / ASCAP Licensing Agreement

Nearly every piece of music used at a typical square dance is copyrighted by the author, and it is illegal to play that music in public without the author's permission. A club that plays such copyrighted music without the proper licenses is subject to enormous fines of up to \$20,000 per song played.

Since it is impractical for authors to license songs individually for performances, three "performance-rights organizations" have arisen manage these music licenses. Broadcast Music, Inc. (BMI) and the American Society of Composers, Artists, and Publishers (ASCAP) are two of these organizations.

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BMI and ASCAP agreed in 1990 to offer annual licenses to clubs but that program was unsatisfactory to all concerned. After further negotiations, BMI and ASCAP agreed in 1992 to license individual callers and cuers through their membership in Callerlab, American Caller Association, or Roundalab.

MCASD is satisfied that caller- and cuer-based licensing adequately protects member clubs from any lawsuits involving copyrighted music, as long as that club ensures that its performers are suitably licensed. MCASD highly recommends that all member clubs use the latest Caller Contract Form (included in the appendix) which includes a place for callers and cuers to acknowledge that they are licensed.

It is suggested that any person or club that desires more information on Performers Licenses should contact Callerlab, the American Callers Association or Roundalab.

MCASD will continue to monitor BMI and ASCAP for any possible changes in the licensing agreement and to inform all member clubs of this change for the good of the square dance clubs. If any questions arise in regard to the licensing of a specific dance or caller, please contact your club director who will be glad to assist you in getting the proper information.

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