

Contracts for the Freelance Harpist: Their Importance and What to Include

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Harpists spend many hours learning to play the harp...BUT...of equal importance as a performer is running a business. It is also an art learned over the years from successes but also from mistakes. A well written contract is critical to the running of any business and is beneficial for both parties, insuring a satisfied client and a 'happy harpist'. This article combines input from successful professional harpists in the San Francisco Bay Area that I polled to make the information as complete as possible. Below are the recommendations regarding CONTRACTS for freelance harpists.

Before accepting any job, ask yourself - "Do I want this job?" The following are my personal criteria for accepting a job:

- 1) *Does it pay well enough?*
- 2) *Is it music that I want to play, do I want this experience and/or do I want to work with these musicians?*
- 3) *Do I believe in and support the people/organization who have asked me to play?*

To accept the work, I require at least one and ideally two of the above.

Everyone should consider a contract as a necessary document regarding services rendered, whether for a wedding, party, funeral or other freelance jobs. It is an empowering statement that sets a level of professionalism. It can also cover studio teaching policies. The contract (or agreement) clarifies and lowers any risk of misunderstandings, clearly stating expectations for both the client and the harpist. It serves to protect both parties, including guarantee of fees, reimbursement and compensation, details of venue and time, attire, music, etc. Contracts can be either written, printed, or in email format (which is now legally binding). However, all harpists polled agreed that a 'signed' document is most effective and easily understood. Generally, the event booking becomes official only upon receiving a signed contract and deposit to secure the time and date.

Many clients (especially regarding weddings or funerals) have not worked with contracts, so it's important that all the details are spelled out. A 'generic' contract offered by the client may not meet the particular needs of a harpist. Consider adding your own contract-addendum. It is amazing how many clients have not thought about a harpist's special needs—e.g. a solid and level place to play, convenient parking and load-in for the event, and potential weather issues, including sun protection at outdoor venues.

An initial conversation with the client is always helpful to clarify needs and contract requirements. Your job can often be to guide and help clients understand exactly what they want. Because all clients have slightly different needs, computers and word processing will allow variations in wording of the written document.

The balance of this comprehensive article provides the information to include in any contract, questions to ask yourself, as well as sample letters/contracts and forms that may be helpful. It is a major subject that deserves much attention and thought. I wish to thank my colleagues for sharing their expertise and experiences - truly an 'ensemble' effort. A special thank you to Alice Yothers, Susie Spiwak and David Klein for their editorial assistance.

WHAT TO INCLUDE IN A CONTRACT:

Harpist (your) name and contact information

Client information: name, address and phone numbers

Date, Day and Time of event:

Place (exact address) and venue name:

Fees for event: Total amount for the agreed upon time.

How it is to be paid:

- 1) Will the total fee be paid up front in full?
- 2) When? Before or at the time of the event?
- 3) Is a deposit needed in order to hold and secure the date and time of event?
 - Indicate when the balance is to be paid: at the time of service and specifically when; before or after and by whom, or by a specific date.
 - This is preferable with weddings, as they are booked well in advance.
 - Approximately half the total fee is recommended for the nonrefundable deposit, especially for weddings (or parties) that are booked well in advance.

Be clear on your over-time fees, best stated at 30-minute intervals, and indicate that it can be arranged at the time of service IF you are available to stay.

Break Times - State your policy, if relevant. Usually 10 minutes per hour for jobs two hours or longer.

Event Attire: Formal or semi-formal. All black or color preference for weddings or events.

Outdoor or indoor event: In the case of outdoor events, a solid flat level surface must be provided. The harp is to be shaded at all times and out of the direct sunlight. (If necessary, the client needs to provide a large umbrella). Contracts can include a contingency plan in case of rain, or state 'the decision not to play outside due to inclement weather is solely up to the harpist's discretion'.

Other things to consider:

- 1) Stairs: One able-bodied individual will be needed to assist in lifting the harp
- 2) Load-in: Ask about it. Anything special to know?
- 3) Parking: Is it provided or not? Some venues provide parking for the guests of the client.

Special Requests: It is always a nice idea to ask if the client has any special requests. Often specific musical selections (or styles) are requested. You can ask that these be submitted 2-4 weeks in advance.

Of importance, tell the client you will plan to arrive at least 30 minutes in advance. This will assure time to load-in, setup, park, and discuss any last minute details.

How to protect yourself: “Terms and Conditions”

Things to be aware of and that can be an issue**

- 1) In the case of a date change or cancellation by the client, you are under no obligation to return a nonrefundable deposit. Precisely for this reason you want a nonrefundable deposit, making for a serious commitment on the client's part, as well as for your time. However, depending on the circumstances and/or client, you may choose to refund or transfer the deposit to another date and time.
- 2) **Be sure you protect yourself if you must cancel the contract. It happens rarely, but most harpists have a clear clause stating that 'should you (the performer) be unable to play, that you will be responsible to find a suitable replacement to fulfill the contractual obligations'. In handling this diplomatically, recommendations are to find a harpist of like ability and who can play similar music to what the client requested. Make sure everything is arranged before calling the client. Don't go into the particulars—they really don't want to know. Just tell them that, regretfully, you are unable to play but the good news is you have a 'wonderful' substitute. Most clients say 'yes' and are grateful they do not have to deal with finding another harpist. Let them know the same contract will be extended to your substitute - you will transfer the deposit to that harpist and the balance is to be paid to them. Send the client, in writing/or email, the substitute's name and contact information. Several harpists say they like to follow up with the clients after the event to be sure they were happy and to demonstrate they cared. In the rare case where the client has refused to use your substitute, it is best to return the deposit money and wish them well.

WEDDINGS: These suggestions are recommended.

- 1) Always get a deposit of about 50% to ensure commitment by bride/groom and to hold your time for the date. If you are dealing directly with a wedding planner, they will have their own contract and will usually pay the entire fee at the time of service or within two weeks of it.
- 2) Phone or email the bride (or wedding planner) the week of the wedding to be sure there are no time change or alterations. Since weddings are usually booked well in advance, the harpist can be the last to know. It is best to be prepared.
- 3) It is recommended to request final payment be received two weeks in advance. This avoids any problems in being paid at the time of service. It is a day for the bride/groom to enjoy themselves without these worries.
- 4) With last minute bookings, full payment is required in advance.

MISTAKES TO AVOID:

- 1) Always check and reconfirm the details. You would be surprised how many people mistakenly put down the wrong information - date, time or venue location.
- 2) In the rare case that a check bounces, you can include a late fee of \$25 (or more) in 'terms and conditions'. Most people are honest and embarrassed when this happens, and rewrite a check including the late fee.

- 3) Learn from your mistakes! Things happen that are unexpected and undesirable, so make note of them. If necessary, add it to your 'terms and conditions'. At least that same 'snafu' will not occur again AND you will be a little wiser.

TEACHING STUDIO POLICIES:

Every teacher must decide what their policies are regarding students and teaching. It never hurts to have these policies written down and given to each student. It will be easier for both parties to know expectations in advance. People are human and things come up, so you need to be attentive to relationships. Understand your students, know your boundaries and err on the side of compassion.

- 1) Are you flexible or do you have set times? Do you only teach weekly lessons or every other week? Monthly? Adult students are often professionals with busy lives and require a bit more flexibility with their lesson schedule.
- 2) What is your lesson fee? Do you have a separate fee for weekly, bi-monthly or monthly lessons?
- 3) Lesson cancellation policy? Most teachers require a 48-hour notice if a lesson is cancelled. With less than a 48-hour notice, the fee is owed. It is surprising how many students are suddenly able to make the lesson when they know the fee is due. Many teachers allow the lesson to be rescheduled, especially if the cancellation is due to illness or an emergency.

WHEN CONTRACTORS OFFER WORK:

One area in which you will NOT need your own written contract is performing as a free-lance harpist with orchestras, chamber music groups, or professional recording studios. These organizations usually work with the local musicians' union. Fees or reimbursement are fixed according to their agreement or contract with the union. A call or email from the contractor is sufficient and serves as a contract. If it is a phone call, have them send all the details clearly stated in an email. Confirm that you have received the email and are available for all the dates and times..AND are looking forward to working with them.

Other items to consider:

- 1) Be sure to ask about compensation for 'cartage' of the harp if it is an orchestra job. Most should reimburse you for each service in which the harp is moved in and out of the venue. In some cases (e.g. choral groups) this can be built into the fees of your service.
- 2) If you will need to store your harp safely at a venue for several days, discuss this in advance.

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Below I have included two sample contract/letters that may be helpful in clarifying the points made above. They can also be written in 'fill-in-the-blank' format too. They are only suggestions that can be augmented and altered for each event.

#1 - **SAMPLE LETTER-STYLE CONTRACT:**

This simple letter format can easily be tailored to fit most engagements.

Dear Ms. Smith:

Date:

*It is my pleasure to play harp for your **Memorial Service at The Calvary Armenian Church at #725 Brotherhood Way, San Francisco, CA, 94132 on Saturday, December 6, 2017 from 6:15 PM until 7:15 PM.** I will be playing music appropriate to the event and as we discussed.*

My nonrefundable fee for this service is \$____, which can be given to me in person before the event or when I arrive at the setup time. If for any reason I must cancel, I will find a suitable harpist who can fulfill my contractual obligation.

I plan to arrive about 30 minutes prior to the job to allow for load-in and setup. If there are stairs, I do require at least one able-bodied person to assist me in lifting the harp. If there are any additional requirements other than formal black attire, please let me know as soon as possible

Thank you for the opportunity to play at your special event. I look forward to meeting you.

Sincerely,

(your Signature)

Harpist's name

Contact info: phone and email

Website

#2 - SAMPLE CONTRACT LETTER and FILL-IN-THE-BLANK PLANNER:

I personally find that a contract letter and the 'fill-in-the-blank' planner work best, especially for weddings. The planner can also be tailored to other events. It insures you receive the needed information - one for the legalese (stated in this letter) and the other for the particular event (see wedding/music planner below).

Client Name

Client address - # street and city
Client phone number and email address

Dear (name of client):

Date

This is to confirm my services as harpist at your wedding ceremony on Saturday, Nov 22nd, 2017 from 4:00pm to 5:30pm at the Westin St. Francis Hotel--32nd Fl. Alexandra's Room in San Francisco.
The actual wedding ceremony will begin at 4:30PM.

My fee is \$450. A non-refundable deposit of \$225 is required to secure this time and date. The balance of \$225 is to be paid 2 weeks in advance by Nov. 8th, 2017. I plan to arrive about 30 minutes before the start time to setup and discuss any last minute details.

****Should you wish to add a violin or flute, the additional fee is \$250. Please include that fee, along with the balance due, on Nov 8th, 2017 = \$475**
Make checks payable to: YOUR NAME.

It is highly unlikely, but in the event that I am unable to perform, it will be my responsibility to find you a suitable substitute. The deposit will be forwarded to them and the above agreement will apply.

Please fill out the attached wedding planner PDF form regarding the ceremony and music. Return one copy of this contract—signed and dated—along with your deposit.

Feel free to call if you have any questions or concerns.
Sincerely,
(Your Signature)

Your information:
Name
Contact info: phone and email
Website

Wedding Ceremony-Reception Music Planner

Client Name & phone number: _____

Date & Time of Event: _____

Place of Event: _____

Musical Preferences Ceremony: Classical: _____ Romantic: _____ Other Styles: _____
(*Special musical requests must be submitted 2 weeks in advance)

Musical Preferences Reception: Classical: _____ Romantic: _____ Pop: _____

Dress: Semi-Formal _____ & Evening Attire/Black _____
Special Color Scheme: _____

Wedding: Actual ceremony begins at _____ (time)
Type of Service or Denomination _____
Name of Officiant _____

Ceremony begins: after parents are seated _____ Groom/men-in place _____
or other _____

Special music for the above wedding party? _____

_____ Bridesmaids, # flower girls _____ # Ring bearer _____

Music: Music for Bridesmaids: _____

Processional Music for Bride: _____

Special Musical selection during ceremony & at what point _____

Ceremony ends with: Kiss _____, Introduction _____, Other: _____

Recessional Music _____

****Special Requests for Prelude Music:** _____

****Special Requests for Reception Music:** _____
