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## ON THE CONCEPT OF THE CONCERT CONTRACT

### Summary

The article is devoted to the concept of the concert contract. The different opinions about the name and the concept of the concert contract are investigated. The sides of the concert contract are identified. It is proved that the concert director may represent the performer (an artist or a group) at the conclusion of the concert contract. The rider is considered as an integral part of the concert contract. The necessity of fixing the proposed concepts at the legislative level is justified.

**Key words:** the concert contract, the customer, concert director, artist, rider.

**Formulation of the problem.** The rapid growth of the service sector is currently one of the main patterns of economic development and covers a wide range of activities designed to meet the personal needs of the population and needs, and the needs of society, from trade, transport and finance to insurance, mediation, consulting and meet the cultural needs of consumers. Ongoing economic reforms in the country could not touch cultural life, which is undergoing in the last decade opposing trends influence.

With the formation of the state of democratic principles in Ukraine began to increase citizens' creativity, the emergence of theaters, museums, art groups and associations, new performers and attract artists from foreign countries. Liberty received leaders and cultural institutions, provided optimal conditions for its development. There are new types of consumers and professional customers arts that build the relationships with creative figures on market principles. These factors have launched the establishment of relations in the field of show business on the territory of Ukraine.

Public relations composed on the provision of culture is very diverse and cover various aspects of cultural activity. However, the priority, in my view, is the creation of legal regulation of drugs is concert services as the most dynamic trend in culture.

Given the specificity of this business, we can speak of insufficient vrehulyuvanist by regulations.

**Analysis of recent research and publications.** In modern science, issues of legal regulation of show business is dedicated to the works of such scholars as A.Bertrand, Ye.I. Zhdanova, S.V. Ivanov, P.A. Kalenychenko, N.V. Krotova, I.A. Sylonov, A.V. Hachatur'yan and others. However, all these scientists considered showbiz at its general legal aspects or focusing their study on specific institute show business.

**The aim of this study** is the definition of the concert contract.

**Presenting main material.** In the Commercial or Civil Code of Ukraine there is no definition of "concert contract" or section that could be devoted to the issue of settlement between the parties to live performances. Generally it is difficult to find any regulations that would be devoted to entertainment services. In this area, adopted only the Law of Ukraine "On tour events in Ukraine", according to Art. 1 is touring events - is entertainment events (festivals, concerts, performances, lectures and concerts, entertainment, speeches mobile circus groups, mobile mechanized rides like "Luna Park", etc.) schools, businesses, cultural organizations, creative teams, including including temporary, individual performers outside their residential scenic grounds. Tour events, except touring charitable activities conducted for profit [1].

The Law of Ukraine "On tour events in Ukraine" clearly establishes that the concert is a kind of tour events. In Art. 2 of the Act stipulates that all tour arrangements are carried out under contracts to be concluded in accordance with the law. However, consider that this is not enough. Lawgiver not approved or template of such contract or its essential terms, not even a single name such agreement. In practice, it is called a service contract for the organization of the concert, to carry out the contract Concert event organization agreement concert, concert contract to provide

services, the contract for services. There are other names treaties governing the said activity.

We propose to use the same name for this type of contracts - concert contract, as indicated by its name semantic value includes all services, as well as conditions related to the concert event. The above name is common, under which it is possible to understand each type of contract of the above are the most meaningful for this agreement because it does not specify an executable action in its name, the other names of agreements described above, each of which in its name puts emphasis on basic service provided under the contract ("organization", "holding", "provide", etc.). Therefore, we believe that the most appropriate and unique name for the contract, which is used as a regulator of relations between the customer and concert artist (performer) must be the name "concert contract."

Admittedly, every kind of entertainment has its own characteristics, which should cover the treaty, with the establishment of subject and object relations, rights and obligations of the parties, penalties for violations, etc. Therefore it is appropriate to adopt elaborate on the legal level of a typical concert contract.

Analyzing the nature of live performances, you can determine that the organization of the concert event - a service as both customer and performer providing a range of services to achieve the implementation of the agreement. This allows for the organization of concert activities the provisions of Chapter 63 of the Civil Code of Ukraine. Part 2 of Art. 901 Civil Code of Ukraine establishes the scope of head of service, indicating that the position of head of service applicable to all contracts for services if it does not contradict the essence of the obligation. However, it appears that an agreement on providing concert services is very specific and not disclosed provisions of Chapter 63 Civil Code of Ukraine.

In show business has developed a division of labor, rather than the one which is inherent in material production. Of course, an important role in this production paid to the author or artist, giving the industry a high degree of personalization. In particular, V.V. Lazor believes that direct subjects of the concert agreement is a performer (actor) and customer concert [2, c.83]. Agreeing with his opinion, it should be added that in

addition to performer (actor) and the customer's concert, the subject of the contract may also act as a representative artist (Artist), it can be, for example, the director of concert performer (actor).

As rightly point O. Dotsenko and I.I. Prigogin, a customer of the concert - the so-called consumer products and services that provide performers. Customer concert can be as any natural person or legal. Customers can be more natural or legal persons.

But rarely concert contracts are concluded directly between the customer and the performer. Usually, another subject of the relations serves executive producer or director of tour operations. Executive producer decides all questions of management, financial and creative nature. In addition to basic functions, its tasks include checking the serviceability of equipment, organization of work of all project participants. Director of the group, taking part in all its affairs, travels with her on tour, resolves all issues related to cooperation with partner organizations on the ground. He settles all relationships with tour partner departments, for example, on the drafting of the rider. The word "rider" came from Western show business in our domestic. Formed from the word ride - ride, ride. On the content of rider - a list of requirements for artist (or group) to the organizers of touring performances. In fact, it transfers all the conditions under which artists feel comfortable before, during and after the show. Typically, the rider is divided into two thematic parts: technical and economic. According to the technical part of the name makes demands on the technical aspects of the event, for example, to be used technical equipment, pyrotechnics and more. By economic actors of the rider in a much more interesting, because this part describes the everyday needs of the artist. The first requirement is a place where the artist stay before and after the speech - Hotel, dressing room, restaurant or dining room, etc. Prescribed as any survey and the desire of the artist. In most cases, the zoryanishyy artist, the greater its rider both in volume and the stringency of requirements for its implementation. Ryder is an integral part of the concert contract. However, the rider may be a separate part of the (additional) agreement and provided in the contract.

Concert director organizes concerts of all sizes: club concerts, tours, etc. He is responsible for booking, the hotel places to live performers, sound engineers and other

members of the creative team, creates a schedule of concert activity according to the proposals and pricing.

You must load and unload tons of equipment, people and place to plan the next steps. This touring director usually helps tour manager or tour manager [3, 294].

According to the above analysis appropriate to note that researchers still have not decided on the general concept of representative artist (actor). The most correct definition is specified person as a director of the concert, because that person directly engaged in concert activity artist.

In literature there are different names for trades people working with the artist (group) and are representative of the artist (group) to perform various actions related to the professional activity of the artist (group). These persons are: Executive Producer, tour manager, tour director, tour manager, manager, director, concert director, administrator. All these concepts are similar in their semantic value, but focused on different activities, as there are as broader concepts and more narrow in scope of their functions.

Concert director is a narrower concept. Actions of a person who is a director of a concert associated with the regulation of relations between the customer and concert artist concert at the conclusion of the contract and during its operation until the end of the obligations under the contract. Concert director may act as the representative artist concert and sign a contract on his person speaking thus guarantee the fulfillment of all obligations under the contract by the artist.

There are positions that its functions are similar to the concert director, namely tour manager, tour director, tour manager. However, these persons are involved in the organization of concert activity as if the artist decides to organize a concert or series of concerts, and the name of this type of event will be a tour or a tour (tour).

O.O. Korbut contract determines the provision concert as transaction services, in virtue of which one party - a professional performer, organizer or intermediary - undertakes in a timely manner to provide the other side - the customer (citizens or legal entities) - organization and services concerts for personal use or for the benefit of third

parties on its own or through involvement in the performance of third parties, and the other party agrees to pay for these services and to fulfill the obligations under the contract.

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With the given definition can not be accepted, since the agreement concluded between the artist and the person or entity, and sometimes - not by the artist, and with his representative. This representative can act concert director as a person who is directly involved in touring, concert activities or artist (or group). This agreement includes a rider, which indicated the main requirements for services for organization performance artist (musician) who must fulfill customer. The subject of this contract is a performance artist (or group) for cash consideration received from the customer (organizer) performance. In this case the customer can be a legal entity and physical, and actions aimed at implementing measure concert artist (performer). If the entity is, in most cases it uses this agreement to further profit from third parties - viewers by implementing tickets for the performances, which was contracted. As for the concert event, first of all the end product that receives and organizer (customer) and the artist himself after all the conditions for the organization of the concert. You can give definitions concert event - a performance artist, which is the result of proper implementation of all actions aimed at organizing the concert.

Based on the above, we believe that the concert agreement defines the economic and legal relationship, by virtue of which one party - the performer (artist, group), or its representative (concert director) undertakes in a timely implement his speech and his representative ensures performance these obligations, the other party - the customer (legal or natural person) agrees to create all the necessary conditions specified in the contract and rider, for a concert event performer for personal use or that of a third party and pay for these services.

We agree with O.O. Korbut that study contract for its legal nature should be considered consensual, bilateral and compensation.

This contract is consensual, because the time of the contract does not coincide with his performance, although sometimes they can split insignificant period of time.

Availability interdependent subjective rights and duties of both parties in concert contract allows to characterize it as a bilateral agreement, as opposed to unilateral, in which one party is just right, the other - only responsibilities. This concert contract substantially different from the service contract, which according to p. 1, Art. 903 CC Ukraine legally responsible to the customer, only one duty - to pay for services [4, 169-170]. However, the customer under the contract not only provides professional artist award for his service, but he provides a range of services and create all necessary conditions for the concert.

This agreement creates an obligation for service providers to implement appropriate action to meet the needs of the audience and the duty of the customer to take them and make the agreed contract fee, so it is compensated.

I.I. Prigogin provides the following feature of the treaty: it may be a public contract, and not to be. This fact depends on the subject composition agreement. If an agreement is signed between the direct executor (artist, group) and subject that person is going to consume the service, that is, in fact, a mediator between artist and audience and receives commercial or other interest, such a contract is not public. Each contract is purely individual and requires careful consideration of many points. Otherwise, if the counterparty to the contract spectator stands, ie direct consumer entertainment services, the contract will be public [5, 82]. However, the position I.I. Prigogin, a concert that contract can not be made public, can not be accepted because the customer under the contract is always a physical or legal entity that under this agreement are always pursuing their own interests, ie profit from the concert event. However, we can talk about what the customer can mediate between artists (performer), and the audience, but it applies only to services provided by the artist, that of speech.

The essential terms of the contract of the concert, in addition to the subject, should also include provisions on price, timing, location and rider as an integral part of the contract, as in all the cases in this document clearly states that all of its requirements is required ' compulsory for execution. Otherwise Artist reserves the right to refuse to talk.

**Conclusions.** Concert contract is the main and only for its legal entity regulator of economic relations in the concert area.

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Based on the above, it is proposed to consolidate the legislative level that the concert agreement defines the economic and legal relationship, by virtue of which one party - the performer (artist, group), or its representative (concert director) undertakes in a timely realize its performance and his representative guarantees the fulfillment of these obligations, the other party - the customer (legal or natural person) agrees to create all the necessary conditions specified in the contract and rider, for a concert event performer for personal use or for the benefit of third parties and pay for these services.

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