

BOOKING AGREEMENT (COMPREHENSIVE)

This Agreement is entered into on this day, _____, 20__ by and between _____, (a.k.a. _____) hereinafter referred to as "Artist" and _____ (Name) of _____ (Venue or Agency) located at _____ (Address) hereinafter referred to as "Client". For the mutual promises, obligations and considerations set forth herein, the parties agree to be bound as follows:

I. PERFORMANCE

A. Event Information.

Artist hereby agrees to perform at the following Event:

EVENT NAME:

EVENT DATE:

PERFORMANCE TIME: BEGIN: END:

PERFORMANCE LENGTH:

VENUE NAME:

VENUE ADDRESS:

Hereinafter referred to as "Event."

Artist shall provide all equipment necessary for his performance except that equipment otherwise specified in this contract. Further, Client shall provide other acts, performers or entertainment at this event *other than* Artist if Artist is not the only performer at Event.

II. ARTIST'S OBLIGATION

A. Equipment Requirements.

Artist shall provide its own equipment to perform its regular set and performance.

B. Timeliness

Artist shall arrive on time for all sound checks and arrive 30 (thirty) minutes prior to scheduled performance. Upon arriving to Event, Artist shall inform the point of contact at Event as referred to in Section III, E of this Agreement of their arrival.

C. Set Length

Except in circumstances beyond the control of the Artist, Artist must perform for the full set length as referred to Section I, C of this Agreement.

III. CLIENT'S OBLIGATIONS

A. Equipment Requirements.

Client shall provide the following equipment:

_____,
_____,
_____,
_____,
_____,
_____.

If equipment of these specifications is not available, Client must obtain Artist's express permission to provide substitute equipment of like kind and quality. Client warrants that all equipment shall be in proper working condition. Artist shall not be responsible for any interruption, delay or non-performance of all or part of his performance under this contract due to failure of any equipment provided by Client under this paragraph.

B. Other Required Items.

Client shall provide the following required items as requested by Artist:

_____,
_____,
_____,
_____,
_____,
_____.

D. Venue/Licensing/Permits

Client affirms that Event and Event location have all permits and licensing for Event as required by law.

E. Client's Designee/Point-of-Contact.

Client shall appoint one representative as point of contact for Artist. Such point of contact shall be identified prior to arrival to venue and shall be available for Artist communication at all times and prior to Artist's fulfillment of the terms of the contract. Unavailability of such point of contact for any unreasonable length of time as determined by Artist shall be deemed breach of this agreement and Client will be liable to Artist for liquidated damages in addition to all consideration owed under the terms of this Agreement.

F. Price/Deposit.

In exchange for the services specified in this Agreement, Client agrees to pay to Artist the total sum of \$ _____. This fee is exclusive of any travel, accommodations, or rider costs agreed to under this Agreement. Client agrees to pay 50% of the total fee stated above as a deposit. Final confirmation of performance by Artist shall not occur

and contract will not be deemed executed until both deposit and signed Agreement are received by Artist. NO GUARANTEE OF PERFORMANCE OR CONFIRMATION SHALL BE MADE UNLESS DEPOSIT IS RECEIVED. DEPOSIT MUST BE RECEIVED IN A TIMELY MANNER IN ORDER TO INSURE ARTIST AVAILABILITY. ARTIST SHALL RESPOND WITH IN 24 HOURS OF RECEIPT OF AGREEMENT AND DEPOSIT WITH CONFIRMATION. IF ARTIST SHALL BECOME UNAVAILABLE PRIOR TO RECEIVING DEPOSIT, ARTIST SHALL NOTIFY CLIENT AND RETURN ANY DEPOSITS RECEIVED.

G. Payment of Balance.

Client agrees to make full and final payment of the balance due under this contract at the time the Artist arrives at the performance venue.

H. Transportation to/from Event

Where the location of performances under this contract is *greater than two hundred (200) miles* from _____ (home city and state of Artist) hereinafter referred to "Home", Client shall be responsible to provide round-trip air transportation for Artist and to pay all costs associated with such transportation. If air transportation to the performance city is not available or is not practical, transportation by other forms of common carrier may be supplied and must be approved by Artist *in writing* not less than seven (7) days prior to the performance date. Where the city of performance is *less than 200 miles* from Home, Client is responsible to pay for all fuel, tolls, and other associated expenses related to round-trip automobile travel by Artist. Fuel cost shall be calculated at 20 miles per gallon multiplied by the average home area cost for regular, unleaded fuel at the time of entry of this contract. Toll cost shall be the actual toll cost for travel on toll highways to the performance city. The amount derived from these calculations for automobile travel shall be paid at the time of the deposit. Client shall remain responsible for any increase in the cost of fuel or tolls as of the performance date and shall pay any increased cost to the Artist at the time of the payment of the balance of this contract. If Artist must travel by auto, Client shall pay estimated costs for such travel to Artist with initial Deposit referred to above.

I. Rider

Client shall provide items, beverages, and meals as outlined in the Rider hereto attached.

II. ADDITIONAL TERMS

A. Loss for Non-Performance.

Client shall not hold Artist liable for non-performance for reasons outside of Artist's direct and immediate control, including, but not limited to acts of God, fire, acts of federal, state and/or local authorities and airlines, railways, taxis or other common carriers. In the event that performance by the Artist is made impossible due to such an occurrence, the deposit paid by the Client shall be retained by Artist as liquidated damages. In the event that the cause of non-performance by Artist is within his exclusive

control, any deposit paid shall be refunded to Client within sixty (60) days of the performance date.

B. Default or Non-Payment by Client.

Client shall be deemed to be in default of any balance which remains unpaid under this contract as of the performance date and time set forth in this contract and shall be subject to suit or other means of collection of this unpaid balance. Unpaid balances shall accrue at an interest rate of 18% annually (1.5% per month). Client shall be responsible for all costs, filing fees and reasonable attorney's fees required in the collection of the unpaid balance. Reasonable attorney's fees shall be presumed by the parties to be set in an amount equal to the full contract price as stated on the attached Invoice and said fees shall be subject to collection in suit. Should Artist agree to other or later terms of payment than specified in this contract, such agreement shall not waive any rights of the Artist to collect and enforce any or all amounts due hereunder at any time under the strict terms of this contract.

C. Promotion/Advertising/Use of Name

Client shall not publicize in any manner (including, but not limited to, fliers, web pages or web publication in any form, e-mail promotions or announcements and any other form of written, electronic, digital, graphic or spoken mediums) the name of Artist, Artist or any variant thereof until such time as a signed contract and deposit have been paid by Client and received by the Artist and/or his agent. Client shall use reasonable efforts to promote Event.

D. Insurance/Indemnity.

Client, for itself, its successors and assigns hereby agrees to indemnify, defend and hold harmless Artist from and against all losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or in part, any act, omission, negligence or fault of Client, its agents or employees in connection with this contract, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules or regulations. This obligation to indemnify, defend and hold harmless the Artist shall survive termination of this Agreement.

E. Independent Contractor.

Client and Artist are contractors independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party without express written consent under a separate agreement.

F. Arbitration.

If at any time any controversy should arise between the Client and the Artist regarding anything pertaining to this Agreement which the parties hereto do not promptly adjust and determine, then the written orders of the Artist shall be followed and said controversy may be decided by binding arbitration at the sole discretion of Artist. If binding Arbitration is elected by Artist, it shall be pursuant to the rules of the Judicial Arbitration and Mediation Service (JAMS.) The award of the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Venue will be in _____ county in the state of _____ . Client further consents to the arbitrator who is appointed in said proceeding.

G. Severability.

If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

I. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter. This Agreement may be amended only in writing signed by both parties.

J. CONTROLLING LAW:

This Agreement shall be construed in accordance with the laws of the State of _____ .

K. Cancellation.

Client agrees to provide Artist and/or his agent written notification to be received by the Artist and/or his agent not less than thirty (30) days prior to the performance date set forth on the attached Invoice in the event of cancellation of the event. If timely notice of cancellation is received by Artist, refund of the deposit, less any reasonable, actual expenses already incurred by Artist for the performance, shall be returned to the Client within sixty (60) days of the receipt of notice. Failure to provide such notification will result in non-refund of the deposit as liquidated damages.

In Witness Whereof, each party has caused this agreement to be executed as of the day and year written below with the intent to be legally bound and with the representation that they are legally permitted to enter into valid, binding contracts.

Client (signature)

Client: _____

Address: _____

Phone: _____

Dated: _____

Artist or Authorized Representative of Artist

Artist: _____

Address: _____

Phone: _____

Dated: _____