

BOOKING AGREEMENT (SALES-BASED)

THIS AGREEMENT is hereby entered into as of _____, 20__, by and between _____, whose business address is _____ ("Client") and the musical group or performer _____ (a.k.a. _____)("Artist"), whose business address is _____. In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Client and Artist agree as follows:

1. ENGAGEMENT.

The Client hereby engages Artist to render a musical performance (the "Performance"), and Artist hereby agrees to render such Performance under the terms and conditions specified herein.

2. INDIVIDUALS COMPRISING ARTIST.

Artist consists of the following individuals:

Artist's obligation to perform hereunder is subject to the unavailability of Artist as a result of sickness, accidents, acts of God, and other reasons beyond Artist's control.

3. EVENT.

Artist hereby agrees Performance to adhere to the requirements and information herein at the following Event:

EVENT NAME:

EVENT DATE:

PERFORMANCE TIME:

BEGIN:

END:

PERFORMANCE LENGTH:

VENUE NAME:

VENUE ADDRESS:

4. **PAYMENT.**

Definitions:

“Gross ticket sales” the sum of any and all monies paid for admission to Performance.

“Net ticket sales” gross ticket sales minus the actual cost to Client of the following expenses: _____.

Full and valuable consideration for all services rendered by Artist at the Performance, Client agrees to make the following payment in U.S. funds to Artist (select one):

___ Set Fee. A set fee of _____ Dollars (\$_____).

___ Percentage of Ticket Sales. An amount equal to _____ percent (___%) of the (select one) ___ gross ___ net ticket sales.

___ Percentage of Ticket Sales With Guarantee. The greater of (a) _____ Dollars (\$_____), or (b) an amount equal to _____ percent (___%) of the (select one) ___ gross ___ net ticket sales.

___ Set Fee plus Percentage of Ticket Sales. A fee of _____ Dollars (\$_____), plus an amount equal to _____ percent (___%) of the (select one) ___ gross ___ net ticket sales.

___ Other. (specify) _____.

5. **DEPOSIT.**

Client shall pay an initial deposit of _____ Dollars (\$_____) of the payment to Artist as a deposit by _____, 20___. If Client does not pay Artist the deposit, Artist will have the option of canceling this Performance Agreement with no further liability hereunder to Client.

6. **PAYMENT OF BALANCE.**

Immediately following the last ticket sale, box office is deemed “closed”, and all receipts have been accounted for on the date of the Performance, Client will pay Artist the remaining balance of the payment in cash or by money order or certified check made payable to _____.

7. **MERCHANDISE.**

At Artist's option, Artist may offer CDs, tapes and other items for sale at the Performance. Artist will retain all proceeds from such sales. Client shall provide an adequate space for merchandise set up in an easily accessible and visible area of the venue.

Artist's merchandise set up shall not cause violation any building or local fire laws.

8. **CANCELLATION.**

In the event Client cancels the Performance less than _____ weeks prior to the scheduled date, Client will pay Artist a sum equal to (select one) _____ Dollars (\$_____) or _____ percent of the set fee specified in paragraph 5. Upon payment of the cancellation fee, Client will have no further liability to Artist hereunder.

9. **PROMOTION.**

Client shall have express permission to use the name, likeness, biographical information, photographs, sound clips, and other media pertaining to Artist to promote the ticket sales for event and Performance.

10. **MISCELLANEOUS.**

a. Entire Agreement

This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties.

b. Jurisdiction and Venue

This Performance Agreement will be governed by and construed in accordance with the laws of the State of _____, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Client and the Artist arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.

c. 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.

Artist and Client have each caused this Performance Agreement to be signed by its duly authorized representative.

Client (signature)

Client: _____

Address: _____

Phone: _____

Dated: _____

Artist or Authorized Representative of Artist (signature)

Artist: _____

Address: _____

Phone: _____

Dated: _____