



This **Booking Agreement** (the "Agreement") is made on October 18, 2024, by and between _____ (hereinafter "Artist"), and _____, [purchaser address], United States (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties"). It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth. ~~As Amended~~

1. Deal Terms and Payment Schedule

The Purchaser hereby agrees to pay Artist ~~\$ 20,000.00~~ ^{Purchaser may withhold state and federal taxes from payment as per current tax law.} **versus 85% of NBOR after expenses, whichever is greater, plus \$ 2,000.00 (Hotel)** for the Performance(s). Payment for the Performance(s) are to be paid by Check, ACH Bank Transfer, Credit Card, or Wire Transfer. ~~All funds must be certified funds, cash or money order. Additional fees may apply.~~ **All payments by Company Check**

#	Deposit	due 1/13/25 2/14/25 with receipt of Fully Executed Contract	\$ 10,000.00
#	Balance	due on site at settlement	\$ 12,000.00 + Backend

2. Events, Performances, and Appearances

Artists	_____		
Date	Friday, March 14, 2025		
Venue	Venue Name. Venue Address, United States		
Performance	Concert (90 minutes) - 90 minute straight set		
Travel	Purchaser does not purchase travel.		
Accommodation	\$ 2,000.00 Hotel Buyout		
Ground	Purchaser does not purchase local transportation.		
Meals	Provided on the day of performance. \$20.00 per person cash buyout in lieu of hospitality and catering		
Schedule	Doors Open	7:00 PM	
	Performance	8:00 PM	11pm Music Cufew, 12am Building Curfew
Production	Purchaser provides stage, sound and lights as per artist rider Existing In-House Stage, Sound, and Lights Shall be Accepted		
Backline	Artist provides backline		
Venue Capacity	1420		
Ticket Price	\$39, \$49, \$59, \$69, \$89		
Radius Clause	Artist agrees not to perform, advertise, or promote a show within a sixty (60)-mile radius of venue for 4 months before the date of performance		
Production Contact	NAME, NUMBER, EMAIL		
Merch	80% artist /20% venue - CLOTH PRODUCTS	Artist is responsible to operate and manage all merchandise sales and inventory and to pay applicable sales taxes, if any.	
	90% artist /10% venue NON- CLOTH PRODUCTS		

3. Additional Terms

ANY OPENING ACTS MUST BE APPROVED BY ARTIST. ARTIST will host a VIP Q&A session to an audience limited to 50 people at additional cost of \$ 50.00 per person. Show and VIP/Q&A events will be sold by PURCHASER on venue's ticket purchase page.

VENUE agrees to pay ARTIST a \$ 500.00 Fee if show is advertised incorrectly or if correct billing is not on Marquee. **VENUE** agrees to provide 4 capable people for entirety of load in and load out at no additional cost to Artist.

4. Payment Information

Deposit check payable to _____ - Final check payable to _____. - All payments by Company Check

**** FINAL PAYMENT IS DUE ON SITE, PRIOR TO ARTIST TAKING THE STAGE **** Following Performance

BANK INSTRUCTIONS FOR WIRE/ACH:

ACCOUNT: XXX BANK: TD BANK, ROUTING: XXXX ACCT: XXXXX

ALL MONEY SHOULD BE PAID IN US DOLLARS (USD). FOREIGN CURRENCY IS NOT ACCEPTED. Any and all deals discussed and/or finalized with AGENCY or associated bands are to be in US currency only (USD).

5. Security offer working personnel

The Purchaser shall ~~guarantee proper security~~ at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. ~~Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Artist on the premises.~~ The onsite working crew will make a reasonable effort to watch over Artist's gear but will not assume responsibility or liability for its safety.

~~***** IF YOUR EVENT IS OUTDOORS, THERE MUST BE A COVERED STAGE, AND IN THE EVENT OF BAD WEATHER, AN ALTERNATIVE INDOOR VENUE MUST BE AVAILABLE *****~~

Artist & Purchaser shall make a good faith effort to reschedule performance.

6. Dressing Room

Venue will provide a clean, safe dressing room that can be locked. If you cannot provide a locked area for the band, then a security person must be available to guard the bands personal effects at all times while band is on and off stage. PURCHASER agrees to provide at its own expense all that is necessary for the proper presentation of the entertainment performance, and if required by ARTIST at rehearsal thereof, including a suitable theater, hall or Venue, reasonably heated, lighted, clean and in good order, and public address system in good working order. Including microphones in number and quantity required by the ARTIST and comfortable, lighted dressing rooms: labor as should be necessary and or required by any national or local union(s) to take in, hang work, appropriate and sufficient advertising and display newspaper advertising in the principle newspapers and PURCHASER shall pay all other necessary expenses in connection therewith.

- Dressing Room requirements are per advance and subject to existing facilities and in-house inventory.

7. Recording, Reproduction or Transmission of Performance

Purchaser shall not itself nor shall it ^{authorize} permit others to record, broadcast, televise, photograph or otherwise reproduce the Performance without prior written consent of the Artist or Artist Management. ~~All photographers must agree in writing that ARTIST will be co-owner of any photographs taken at Artist's said performance.~~

At Purchaser's expense, Purchaser may film, video and/or photograph the performance which may be incorporated in or used in connection with media productions created by or agreed to by Purchaser for fundraising, promotional, or archival purposes only. Purchaser shall not use any of the recordings for any commercial purpose whatsoever without written consent and approval by the Artist.

8. Controlling Authority

Artist shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and Artist shall have the sole right or may see fit to designate and change at any time the performing personnel. **OTHER THAN ARTIST HEREIN SPECIFICALLY NAMED, AND MUST BE MUTUALLY APPROVED.**

9. Intellectual Property

The Parties acknowledge that the Artist shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of Purchaser. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the Artist.

10. Merchandising

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, stickers or other merchandise on the premises of the Place of Performance during the Date of the Performance, ~~without any participation in proceeds by Purchaser.~~

Merchandising Rate: 80/20 soft, 90/10 hard; Artist sells and is responsible to remit any applicable taxes.

11. Advertising

~~***** WE WILL SEND YOU THE AUTHORIZED PROMO MATERIALS. THESE ARE THE ONLY PROMOTIONAL MATERIALS THAT CAN BE USED TO ADVERTISE THE SHOW IN ANY WAY *****~~

WITHOUT PRIOR WRITTEN APPROVAL.

~~***** NO SHOW IS TO BE ADVERTISED WITHOUT A SIGNED CONTRACT & DEPOSIT *****~~ - WITHOUT PRIOR WRITTEN APPROVAL

Purchaser agrees to properly bill and advertise the artist according to the contract and contract rider, the PURCHASER agrees to indemnify the ARTIST, the ARTIST'S management Company, and ARTIST'S agent from all damages, including Attorney's fees, incurred as a result of improper billing or unauthorized promotion of the ARTIST and the enforcement of the artist's rights hereunder. Purchaser shall be entitled to advertise and promote the appearance of Artist at the Performance solely for the purpose of increasing the attendance at Performance. Purchaser, however, may not use Artist's name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without Artist's prior written consent. Venue agrees that they shall not book another tribute band performing the same music as the above contracted band for 90 days before and 90 days after the date confirmed with above band

12. Ticketing

Any additional tickets to be added for sale in addition to the agreed upon capacity of said performance must be approved by management. The ticket prices listed in the offer made by Purchaser and agreed upon by both parties are the only ticket prices to be used. Any change in ticket price must be approved by management. Artist requires Ten (10) comps for each show. ~~Purchaser must notify artist management of any additional comps that will be used prior to performance.~~

13. Sound Requirements

In-House Sound System Shall Be Accepted

Sound system must meet artist specifications and all aspects of equipment must be in working order to include but not limited to microphones, speakers, cables, mixing board, monitors etc. ~~If the system is deemed inadequate or defective, artist has right to refuse performance without forfeiture of pay.~~

14. Term and Termination

has not performed its material

- a. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- b. **Termination.** In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, ~~shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement by notice to Purchaser to that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.~~

If Artist cancels for reasons other than an Act of God or an uncured Purchaser breach, Artist agrees to return the deposit to Purchaser as well as reimburse Purchaser for any documented and non-refundable expenses related to the engagement.

15. Force Majeure

- a. **Sickness or Accident Provision** - In the event of sickness or of accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, pandemic, epidemic, interruption or delay of transportation services, war conditions, or emergencies or any other similar or dissimilar cause beyond the control of PURCHASER, it is understood and agreed that there shall be no claim for damages by PURCHASER and ARTIST'S obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PURCHASER shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to ARTIST hereunder, shall be returned on a pro-rata basis.
- b. **Weather Provision** - Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST'S determination as to performance shall prevail.
- c. **Cancellation Clause** - Unless stipulated to the contrary in writing, PURCHASER agrees that ARTIST may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. ~~ARTIST shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 10 days.~~

In the event of sickness, accident, inclement weather or force majeure, the Parties shall make a good faith effort to reschedule performance.

on site,

In event of cancellation by Artist in advance of the performance date, all deposits to be returned to Purchaser and all documented & non-refundable expenses to be reimbursed to Purchaser.

16. Indemnification

Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with Performance, which claim does not result from the active and willful negligence of the Artist. **Artist must hold current liability insurance for its own negligence & workers comp. insurance for its crew.**

17. Licensing/Taxes

The Purchaser is 100% responsible for procuring any necessary performing rights licenses such as but not limited to ASCAP, BMI, SESAC, and GMR. PURCHASER agrees to pay all sales and AMUSEMENT as well as STATE and FEDERAL which may result from performance with no deductions whatsoever from ARTIST guarantee full payment amount shown above. Taxes exclude taxes based on compensation paid to ARTIST. EACH PARTY agrees to comply with all regulations and requirements of any nation state, government entity or local union(s) that may have jurisdiction over any of the materials, if any, to be furnished by the ARTIST or the PURCHASER pursuant to any other provision thereof. ~~PURCHASER agrees to furnish at its sole expense such as musicians, including musical contractor as may be reasonably required by any national or local union(s) and for in connection with the engagement and rehearsals thereof ARTIST shall have the right to name the local music contractor and to APPROVE THE CHOICE of any other performers and reserve the right to regulate set length and time.~~

18. Governing Law

North Carolina, United States.

This Agreement shall be governed by and subject to the laws of ~~Tennessee~~, without giving effect to any choice or conflict of law provision.

19. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF EACH PARTY WARRANTS HIS/HER AUTHORITY TO DO SO, ~~AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT IN FULL.~~

The attached Purchaser's addendum is an integral part of this agreement and made a part hereof.

~~20. Re-book Clause~~

~~PURCHASER, BAND, ARTIST AND ARTIST MANAGEMENT AGREES that all dates for a period of Two (2) years from the contract date of engagement stated above for the Artist stated above will be booked through AGENCY without exception.~~

ACCEPTED AND AGREED TO: AS AMENDED.

VENUE NAME

ARTIST MANAGER

PURCHASER NAME

VENUE ADDRESS