

# BOOKING AGENT AGREEMENT

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This Booking Agent Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[AGENT LEGAL NAME / AGENCY NAME], a [STATE] [ENTITY TYPE] (or an individual residing at [ADDRESS]) with its principal place of business at [AGENT ADDRESS] ("**Agent**"); and

[ARTIST LEGAL NAME / STAGE NAME], an individual residing at (or an entity with its principal place of business at) [ARTIST ADDRESS] ("**Artist**").

Agent and Artist are each a "**Party**" and together the "**Parties**."

**Recitals.** Artist is a performing artist who wishes to engage Agent to solicit and negotiate live performance engagements, and Agent wishes to provide those booking services, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Appointment and Scope

1.1 **Appointment.** Artist appoints Agent as Artist's [EXCLUSIVE / NON-EXCLUSIVE] booking agent to solicit, procure, and negotiate Engagements (defined below) in the Territory during the Term.

1.2 **Engagements.** "**Engagement**" means a live performance, appearance, or set by Artist — including concerts, festivals, club dates, private events, and [OTHER] — booked through or with the involvement of Agent.

1.3 **Scope of authority.** Agent will: (a) solicit and field offers for Engagements; (b) negotiate fees and material terms within parameters Artist approves; and (c) prepare or coordinate performance contracts for Artist's signature. Agent's authority is limited to booking services and does not extend to management, recording, publishing, or merchandising unless separately agreed in writing.

1.4 **Limits on authority.** Agent may not, without Artist's prior approval, bind Artist to any Engagement, accept any fee below [MINIMUM / as set by Artist], or commit Artist to dates conflicting with Artist's existing schedule. Agent will not sign performance contracts on Artist's behalf unless Artist grants written authority for a specific Engagement.

## 2. Territory and Exclusivity

2.1 **Territory.** This Agreement applies to the following territory (the "**Territory**"): [e.g. United States and Canada / worldwide / [REGION]].

2.2 **\*\*Exclusivity.\*\*** **\*\*[IF EXCLUSIVE:\*\*** During the Term, Artist will refer all inquiries for Engagements in the Territory to Agent and will not engage another agent for the same services in the Territory. **\*\*OTHERWISE:** Artist may engage other agents, and Agent is entitled to commission only on Engagements Agent procures.]\*\*\*

2.3 **Carve-outs.** The following are excluded from this Agreement and earn no commission to Agent: [e.g. engagements Artist booked before the Effective Date, charity/benefit shows, [OTHER]].

### 3. Agent's Duties

3.1 **Efforts.** Agent will use commercially reasonable efforts to procure suitable Engagements consistent with Artist's career goals, fee expectations, and brand.

3.2 **Communication.** Agent will promptly relay all bona fide offers to Artist, keep Artist informed of negotiations, and provide reasonable reporting on bookings, holds, and confirmed dates.

3.3 **No conflicting representation.** Agent will avoid representing another artist in a manner that creates a material conflict with Artist's interests for the same date, market, or buyer without disclosure to Artist.

3.4 **Compliance.** Agent will comply with applicable talent-agency licensing, registration, and bonding requirements where its activities require them. Agent is responsible for maintaining any license required by law to act as a talent or booking agent in the Territory.

### 4. Artist's Duties

4.1 **Availability and performance.** Artist will use reasonable efforts to be available for confirmed Engagements and will perform professionally and in compliance with each performance contract.

4.2 **Information.** Artist will provide Agent with current promotional materials, technical riders, availability, and accurate information needed to book Engagements.

4.3 **Direct inquiries.** Artist will refer Engagement inquiries it receives within the scope of this Agreement to Agent [for exclusive arrangements] and will not undercut Agent's negotiations.

### 5. Commission

5.1 **Commission rate.** Artist will pay Agent a commission of [PERCENTAGE, e.g. 10%] of the Gross Compensation from each commissionable Engagement.

5.2 **Gross Compensation.** "Gross Compensation" means the gross performance fee and guaranteed payments Artist receives for an Engagement, but excludes [e.g. reimbursed travel, per diems, production cost reimbursements, sound/light buyouts, and taxes] unless the Parties agree otherwise.

5.3 **Payment of commission.** Commission is due when Artist receives the corresponding payment for the Engagement. Artist will pay Agent within [NUMBER] days of receipt, or the venue/buyer may remit the agreed deposit and commission split as the Parties direct.

5.4 **Post-term commissions.** Agent earns commission on Engagements performed during the Term and on Engagements substantially negotiated during the Term but performed within [NUMBER] days after the Term ends ("tail period"). No commission accrues on bookings first solicited after the Term.

5.5 **Expenses.** Each Party bears its own expenses unless pre-approved in writing. Artist will reimburse Agent only for expenses Artist authorized in advance.

### 6. Term and Termination

6.1 **Term.** This Agreement begins on the Effective Date and continues for [DURATION, e.g. one (1) year], then [renews automatically for successive [PERIOD] terms unless either Party gives [NUMBER] days' notice / ends unless renewed in writing].

**6.2 Termination for convenience.** Either Party may terminate on [NUMBER, e.g. 30] days' prior written notice.

**6.3 Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 15] days, or upon the other's insolvency.

**6.4 Effect of termination.** Termination does not affect Engagements already confirmed; Agent remains entitled to commission on those Engagements and on tail-period bookings under Section 5.4.

## 7. Representations and Warranties

**7.1 By Agent.** Agent represents that it has the authority and any required licenses to provide the Services and will act in good faith and in Artist's best interests within the scope of this Agreement.

**7.2 By Artist.** Artist represents that it is free to enter this Agreement and is not bound by any exclusive booking arrangement that conflicts with it.

## 8. Indemnification and Liability

**8.1 By Artist.** Artist will defend and indemnify Agent against third-party claims arising from Artist's performance, conduct, or breach of a performance contract.

**8.2 By Agent.** Agent will defend and indemnify Artist against third-party claims arising from Agent's negligence, misrepresentation, or acting outside the authority granted here.

**8.3 Limitation.** Except for indemnity obligations and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's aggregate liability will not exceed [the commissions paid in the prior [NUMBER] months / [AMOUNT]].

## 9. General Provisions

**9.1 Independent contractor.** Agent is an independent contractor and Artist's agent only for the limited booking purposes stated. Nothing creates a partnership, joint venture, or employment relationship.

**9.2 Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

**9.3 Assignment.** Neither Party may assign this Agreement without the other's prior written consent; the booking relationship is personal.

**9.4 Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

**9.5 Entire agreement; amendment.** This Agreement is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

**9.6 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

**9.7 Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**AGENT****ARTIST**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE / N/A]**Title: **[TITLE / N/A]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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