

# ENTERTAINMENT BOOKING AGREEMENT

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

[PURCHASER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] (or individual) with its principal place of business (or residence) at [PURCHASER ADDRESS] ("**Purchaser**"); and

[ARTIST/PERFORMER LEGAL NAME], a [STATE] [ENTITY TYPE] (or individual) p/k/a "[STAGE NAME]" with its principal place of business (or residence) at [ARTIST ADDRESS] ("**Artist**").

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

**Recitals.** Purchaser operates or is producing an event and wishes to engage Artist to provide live entertainment, and Artist wishes to perform, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Engagement and Performance Details

**1.1 Engagement.** Purchaser engages Artist, and Artist agrees, to perform the live entertainment described in this Section (the "**Performance**") at the event identified below (the "**Event**").

**1.2 Event details.** The Performance will take place as follows: **Venue:** [VENUE NAME AND ADDRESS]; **Date:** [PERFORMANCE DATE]; **Load-in/soundcheck:** [TIME]; **Doors:** [TIME]; **Set time(s):** [START AND END TIMES]; **Number and length of sets:** [e.g. one 75-minute set]. Any change to these details requires the written agreement of both Parties.

**1.3 Nature of Performance.** Artist will perform [GENRE/DESCRIPTION, e.g. a live musical set] in a professional manner consistent with industry standards and Artist's reputation and customary repertoire.

**1.4 Personnel.** Artist will furnish the following performers and crew: [NAMES/ROLES OR "Artist plus [NUMBER] band members"]. Artist is responsible for all compensation, taxes, and benefits owed to Artist's personnel.

## 2. Compensation and Payment

**2.1 Guarantee.** Purchaser will pay Artist a guaranteed fee of [AMOUNT] (the "**Guarantee**") for the Performance.

**2.2 Deposit.** Purchaser will pay a non-refundable (except as provided in Section 6) deposit of [AMOUNT OR PERCENTAGE] by [DATE] to confirm the booking. The balance of the Guarantee is due [e.g. immediately before the Performance / within [NUMBER] days after the Event] by [METHOD, e.g. wire transfer, certified check].

**2.3 Bonus or door split.** In addition to the Guarantee, Artist will receive [e.g. [PERCENT]% of net door receipts over a \$[AMOUNT] threshold / NONE], to be reconciled and settled at [SETTLEMENT TIME] with

supporting box-office statements.

**2.4 Expenses and reimbursements.** Purchaser is responsible for the following expenses: **[e.g. lodging, ground transportation, meals, backline rental]** as further described in any rider. All other expenses are Artist's responsibility unless agreed in writing.

**2.5 Taxes and withholding.** Each Party is responsible for its own taxes. Purchaser may withhold amounts required by applicable law and will provide Artist documentation of any amounts withheld.

### 3. Technical Requirements and Rider

**3.1 Rider.** Artist's technical and hospitality rider, if any, is attached as **Exhibit A** and incorporated by reference. To the extent the rider conflicts with this Agreement, this Agreement controls unless the rider expressly overrides a specific numbered section.

**3.2 Production.** Purchaser will provide, at its expense, a stage, sound system, lighting, and power adequate for a professional performance, together with qualified technical personnel, unless the rider allocates these items differently.

**3.3 Sound check.** Purchaser will make the venue available for set-up and sound check at the time stated in Section 1.2 and will ensure the stage is clear and ready.

**3.4 Hospitality and security.** Purchaser will provide reasonable dressing-room access, hospitality, and adequate security for Artist, Artist's personnel, and their instruments and equipment while at the venue.

### 4. Cancellation and Force Majeure

**4.1 Cancellation by Purchaser.** If Purchaser cancels without cause more than **[NUMBER]** days before the Performance, Purchaser forfeits the deposit. If Purchaser cancels within **[NUMBER]** days of the Performance, Purchaser will pay the full Guarantee as liquidated damages, the Parties agreeing that actual damages would be difficult to determine.

**4.2 Cancellation by Artist.** If Artist cancels without cause, Artist will promptly refund any deposit and amounts paid, and will use reasonable efforts to provide a comparable substitute acceptable to Purchaser, without limiting Purchaser's other remedies.

**4.3 Force majeure.** Neither Party is liable for failure to perform caused by events beyond its reasonable control, including acts of God, severe weather, fire, government order, public-health emergency, strike, or venue unavailability. If a force-majeure event prevents the Performance, the Parties will use good-faith efforts to reschedule; if rescheduling is not feasible, the deposit will be **[refunded / retained as a credit]** and neither Party will owe further amounts.

**4.4 Illness.** If Artist cannot perform due to documented illness or injury, the event is treated under Section 4.3 and the deposit will be **[refunded / credited to a rescheduled date]**.

### 5. Recording, Promotion, and Intellectual Property

**5.1 Name and likeness.** Purchaser may use Artist's name, approved likeness, and approved promotional materials solely to advertise and promote the Event. Purchaser will not imply Artist's endorsement of any product or sponsor without Artist's prior written consent.

**5.2 Artist's intellectual property.** Artist retains all rights in its music, performances, name, and marks. Nothing in this Agreement transfers any ownership of Artist's intellectual property to Purchaser.

**5.3 Recording and broadcast.** No audio or visual recording, broadcast, or livestream of the Performance is permitted without Artist's prior written consent. Any permitted recording is subject to separately agreed terms.

**5.4 Merchandise.** Artist may sell its merchandise at the Event. Purchaser will provide a reasonable selling location. Any venue commission on merchandise is **[NONE / [PERCENT]%]** as stated here.

## 6. Insurance, Indemnification, and Liability

**6.1 Insurance.** Purchaser will maintain commercial general liability insurance of at least **[AMOUNT]** covering the Event and will name Artist as an additional insured on request. Artist will maintain insurance customary for its operations.

**6.2 Indemnification.** Each Party will indemnify and defend the other against third-party claims arising from the indemnifying Party's negligence, willful misconduct, or breach of this Agreement, except to the extent caused by the indemnified Party.

**6.3 Limitation of liability.** Except for indemnification obligations, breach of Section 5, or a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total liability will not exceed the Guarantee.

## 7. Independent Contractor and General Provisions

**7.1 Independent contractor.** Artist is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship, and Artist is not entitled to employee benefits.

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

**7.3 Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except Artist may use substitute personnel of comparable quality with notice.

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

**7.5 Entire agreement; amendment.** This Agreement, together with any rider and exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

**7.6 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.

**7.7 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.

**PURCHASER**

**ARTIST**

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

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

Printed name: **[NAME]**

Printed name: **[NAME]**

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Title: **[TITLE OR N/A]**

Title: **[TITLE OR N/A]**

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

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

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