

# TOUR AGREEMENT

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

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

[PROMOTER / TOUR COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [PROMOTER ADDRESS] ("**Promoter**").

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

**Recitals.** Promoter wishes to present and produce a tour of live performances by Artist, and Artist wishes to perform on that tour, on the terms below. This Agreement covers the tour engagements; individual shows may also be documented by venue or local promoter contracts that incorporate these terms. In consideration of the mutual promises below, the Parties agree as follows.

## 1. The Tour

**1.1 Tour.** "**Tour**" means the series of live performances by Artist titled "[TOUR NAME]" at the dates, cities, and venues listed in [EXHIBIT A — the tour routing], comprising approximately [NUMBER] shows between [START DATE] and [END DATE].

**1.2 Performances.** At each show, Artist will perform a set of not less than [LENGTH, e.g. 75 minutes], subject to venue curfews, force majeure, and reasonable production constraints. The set list and arrangement are within Artist's creative control.

**1.3 Routing changes.** Promoter may propose adjustments to the routing in Exhibit A on reasonable notice; material changes to dates, markets, or show count require Artist's written approval.

**1.4 Support acts.** Selection of opening or support acts requires Artist's [approval / consultation]. Promoter will handle support-act contracting and compensation unless otherwise agreed.

## 2. Compensation and Settlement

**2.1 Artist compensation.** For each show, Artist will receive [a guarantee of [AMOUNT] / a guarantee of [AMOUNT] plus [PERCENTAGE]% of net box-office receipts over the breakeven point / [PERCENTAGE]% of net tour profit] (the "**Artist Compensation**").

**2.2 Deposits.** Promoter will pay a deposit of [AMOUNT OR PERCENTAGE] per show no later than [NUMBER] days before the show date, with the balance due at settlement on the night of the show.

**2.3 Settlement.** The Parties (or their representatives) will settle each show after the performance based on verified box-office statements and documented show expenses. Promoter will make settlement records available

for Artist's reasonable inspection.

**2.4 Expenses and splits.** "Show Expenses" means pre-approved, documented costs of presenting a show (venue rent, local production, marketing, ticketing fees, and similar). Allocation of Show Expenses and any profit split are set in [EXHIBIT B].

**2.5 Tour costs.** Responsibility for tour-wide costs — transportation, lodging, crew, equipment rental, and per diems — is allocated as set out in [EXHIBIT B].

**2.6 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law.

### 3. Production, Travel, and Logistics

**3.1 Technical rider.** Promoter will satisfy the technical and hospitality requirements in Artist's rider, attached as [EXHIBIT C], including sound, lighting, backline, stage dimensions, dressing rooms, and security, or notify Artist promptly of any item it cannot meet.

**3.2 Travel and lodging.** Responsibility for arranging and paying for Artist and crew travel, ground transport, and lodging is allocated in [EXHIBIT B]. The responsible Party will provide itineraries reasonably in advance.

**3.3 Crew and personnel.** Each Party is responsible for its own personnel, including their compensation, taxes, insurance, and conduct. Artist's touring crew remain Artist's personnel.

**3.4 Permits and compliance.** Promoter will obtain venue permits, licenses, and any required performance-rights clearances for each show, and will comply with local health, safety, and noise regulations.

### 4. Ticketing and Marketing

**4.1 Ticketing.** Promoter will manage ticketing, pricing (subject to Artist approval of price tiers), on-sale timing, and complimentary-ticket allotments, including Artist's holds of [NUMBER] tickets per show.

**4.2 Marketing.** Promoter will advertise and promote each show using approved Artist name, likeness, and marks. Artist grants Promoter a limited license to use Artist's approved promotional materials solely to advertise the Tour.

**4.3 Approvals.** Artist has reasonable approval over use of its name, image, and likeness in Tour advertising. Promoter will not imply endorsement of any third-party product without Artist's consent.

### 5. Cancellation and Force Majeure

**5.1 Force majeure.** Neither Party is liable for failure to perform a show due to events beyond its reasonable control (e.g. illness, severe weather, government order, venue closure, or public-safety emergency). The Parties will use reasonable efforts to reschedule affected shows.

**5.2 Cancellation by Artist.** If Artist cancels a show other than for force majeure or Promoter's breach, Artist will refund deposits for that show and the Parties will cooperate to mitigate losses.

**5.3 Cancellation by Promoter.** If Promoter cancels a show other than for force majeure or Artist's breach, Promoter will pay Artist [the guarantee for that show / [PERCENTAGE]% of the guarantee] as agreed compensation.

**5.4 Illness/no-show.** If Artist cannot perform due to documented illness or injury, the affected show will be rescheduled where practicable; deposits will be credited to the rescheduled date.

## 6. Insurance and Indemnification

**6.1 Insurance.** Each Party will maintain commercially reasonable insurance for its activities, including, for Promoter, general liability covering each venue, with limits of at least **[AMOUNT]**. Certificates will be provided on request.

**6.2 By Promoter.** Promoter will defend and indemnify Artist against third-party claims arising from venue conditions, show production, crowd management, or Promoter's breach, except to the extent caused by Artist.

**6.3 By Artist.** Artist will defend and indemnify Promoter against third-party claims arising from Artist's performance content, conduct, or breach, except to the extent caused by Promoter.

**6.4 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.

## 7. Recording, Merchandise, and Ancillary Rights

**7.1 Recording.** No audio or video recording of a performance for commercial release may be made without Artist's prior written consent. Artist retains all rights in recordings of its performances.

**7.2 Merchandise.** Artist (or its designee) controls the sale of Artist merchandise at shows. Any venue merchandising fee or hall-fee split is set in **[EXHIBIT B]**.

**7.3 Reservation.** All rights not expressly granted — including recording, streaming, publishing, and merchandising rights — are reserved to Artist.

## 8. Term, Termination, and Default

**8.1 Term.** This Agreement runs from the Effective Date through completion of the final show and settlement, unless terminated earlier under this Section.

**8.2 Default.** If a Party materially breaches and fails to cure within **[NUMBER, e.g. 7]** days of written notice, the non-breaching Party may terminate the remaining Tour and pursue available remedies, subject to Sections 5 and 6.

**8.3 Survival.** Sections 2 (accrued amounts), 6, 7, and 9 survive termination.

## 9. General Provisions

**9.1 Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, 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, except to a successor in connection with a merger or sale of substantially all assets, on written notice.

**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, with its exhibits, 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.

**ARTIST**

**PROMOTER**

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

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

Printed name: **[NAME]**

Printed name: **[NAME]**

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

Title: **[TITLE]**

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

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

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