

**AGENCY BOOKING AGREEMENT**

1. **THIS CONTRACT** for the services of the music and/or entertainment described below made this \_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_, between the undersigned Purchaser of music and/or entertainment (hereinafter called the Purchaser) and the undersigned Artist(s) (plus any accompanying musicians and/or entertainers) as described below, an independent contractor(s), (hereinafter called the "Artist").

The Purchaser hereby engages the Artist and Artist hereby agrees to perform the engagement hereinafter provided with all of the terms and conditions herein set forth including those entitled "Additional Terms and Conditions":

- 1. **NAME OF ARTIST(S)** \_\_\_\_\_ **NUMBER OF ARTIST(S)** \_\_\_\_\_
- 2. **PLACE OF ENGAGEMENT** \_\_\_\_\_
- 3. **ADDRESS OF ENGAGEMENT** \_\_\_\_\_
- 4. **DATE(S) OF ENGAGEMENT** \_\_\_\_\_
- 5. **HOURS OF ENGAGEMENT** \_\_\_\_\_ **LOAD IN** \_\_\_\_\_
- 6. **TYPE OF ENGAGEMENT** \_\_\_\_\_ **DRESS** \_\_\_\_\_
- 7. **PRICE AGREED UPON** \_\_\_\_\_

**METHOD OF PAYMENT AS FOLLOWS**

**DEPOSIT \$** \_\_\_\_\_, **Payable to AGENT with return of contract.**  
**BALANCE \$** \_\_\_\_\_, **Payable to** \_\_\_\_\_  
**in cash immediately upon conclusion of engagement.**

**IN CASE OF DEFAULT BY PURCHASER:** Liquidated damages of the Artist will be the amount stated in BALANCE in Section 7, plus reasonable attorney's fees and court costs.  
Deposit will be retained by AGENT for services performed.

- 8. **SOUND PROVIDED BY** \_\_\_\_\_
- LIGHTS PROVIDED BY** \_\_\_\_\_

9. **BREAKS:** Only one 10-minute break for each hour of performance is allowed unless other arrangements are made with Purchaser.

10. **GUIDELINES FOR PRIVATE PARTIES:** Band members and personnel should refrain from eating or drinking on the premises of all private parties unless invited to do so by Purchaser.  
No guests of Artist(s) are permitted without the consent of the Purchaser.

**11. THE PURCHASER** shall at all times have complete supervision, direction, and control over the services of Artist(s) on this engagement and expressly reserves the right to control the manner, means, and details of the performance of the services by Artist as well as the ends to be accomplished. The leader shall, as agent of the Purchaser, enforce disciplinary measures for just cause, and carry out instructions as to the selection and manner of performance.

**12. THE ARTIST**, leader, manager, or representative of the Artist(s) \_\_\_\_\_ agrees and guarantees to pay \_\_\_\_ % percent of the agreed price \$ \_\_\_\_\_ (Section 7 above) for personal services, booking fee, contract fee, and telephone expense rendered and incurred in this transaction to AGENT. This commission is due and payable when all parties have signed this Contract and must be paid within five days after the date that the Artist(s) is to perform for the Purchaser except where Agent has already retained said commission from the deposit already paid by Purchaser. If leader or key personnel of this musical group is rebooked into this or any establishment represented by the Purchaser (including chain buyers of music and/or entertainment) within 12 months from the termination of this Agreement, Purchaser and leader shall be jointly and severally liable for payment to AGENT for commission in the rate set forth in this engagement.

**13. THE AGREEMENT** of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If artist is unable to perform, AGENT will take reasonable measures to provide a suitable alternate Artist.

**14. THIS CONTRACT** constitutes the sole, complete, and binding agreement between the Artist(s) and the Purchaser. AGENT and its employees act only as agent, consultant or manager, and assumes no responsibility or liability as between the Purchaser and the Artist(s). Covenants herein contained between said Artist(s), their leader, manager or representative and AGENT are intended to be binding as between said Artist(s), their leader, manager or representative and AGENT.

**15. MEMBERS OF UNIONS OR GUILDS**, which may include leader and members of this unit, agree to accept sole responsibility for complying with the rules and regulations of said unions or guilds of which they may be members.

**16. ADDITIONAL TERMS AND CONDITIONS**

See Attached Rider if any.

\_\_\_\_\_  
**For PURCHASER**

\_\_\_\_\_  
**(print street address)**

\_\_\_\_\_  
**(city, state, zip)**

\_\_\_\_\_  
**(telephone)**

\_\_\_\_\_  
**For ARTIST**

\_\_\_\_\_  
**(SS # or Tax ID #)**

\_\_\_\_\_  
**Contract #**