

Exclusive Booking Agent Agreement

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General Information

Exclusive Booking Agent Agreement

This Exclusive Booking Agent Agreement is between an artist and an individual who will act as artist's sole and exclusive booking agent. It includes the scope of the arrangement, the duties and rights of the agent and the compensation the agent will be paid. It also sets out the duration of the agreement and that the artist agrees not to employ another individual to perform booking services on their behalf during the term of this agreement. This agreement can be easily tailored to fit the needs of any artist including musicians, photographers or authors.

It is imperative that this type of business arrangement be clearly and succinctly set out in writing. A well-written Exclusive Booking Agent Agreement will prove valuable in the event there are misunderstandings or disagreements between the parties.

Instructions and Checklist

Exclusive Booking Agent Agreement

- Both parties should read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- Read the "Duties of Agent" and "Rights of Agent" provisions carefully to ensure they contain all relevant duties and rights. If there are disagreements about this agreement, they will likely focus on these provisions.
- Read the "Compensation of Agent" provision carefully. If the commission structure is complicated, describe it fully and include examples to remove as much ambiguity as possible.
- Both the booking agent and the artist must sign the agreement.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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EXCLUSIVE BOOKING AGENT AGREEMENT

This Agreement made on this ____ day of _____ between _____ (hereinafter referred to as "Agent")

And

_____, _____,
_____, p/k/a _____ (hereinafter referred to as "Artist") (hereinafter referred to as "Agreement").

1. SCOPE OF AGREEMENT

Artist hereby employs Agent and Agent hereby accepts engagement as Artist's exclusive booking agent throughout the [COUNTRY(IES)] with respect to Artist's services, live appearances, and endeavors as a performing Artist and/or performer.

2. DUTIES OF AGENT

(a) Agent agrees to use reasonable efforts in the performance of the following duties: assist Artist in obtaining, obtain offers of, and negotiate engagements for Artist; advise, aid, counsel and guide Artist with respect to those engagements; reasonably promote and publicize the artist and those engagements procured by Agent, carry on business correspondence in Artist's behalf relating to Artist's professional performance career; cooperate with duly constituted and authorized representatives of Artist in the performance of such duties.

(b) Agent will maintain office area, staff and facilities reasonably adequate for the rendition of such services.

(c) Agent will not accept any engagements for Artist without Artist's prior approval, which shall not be unreasonably withheld.

3. RIGHTS OF AGENT

(a) Agent may render similar services to others and may engage in other businesses and ventures.

(b) Artist will promptly refer to Agent all communications, written or oral, received by or on behalf of Artist relating to the services and appearances of Artist.

(c) Artist shall give written notice to Agent at the time of signing this Agreement or within [TIME] days upon the engagement of a personal manager and shall provide in the notice the full name, address and phone number of the manager.

(d) Agent may publicize, if he/she chooses, the fact that Agent is the exclusive booking agent and representative for Artist.

4. COMPENSATION OF AGENT

(a) In consideration of the services to be rendered by Agent hereunder, Artist agrees to pay to Agent commissions equal to the percentages, set forth below, of the gross moneys received by Artist, directly or indirectly, for each engagement on which commissions are payable hereunder:

(i) [AMOUNT] percent (%) if the duration of the engagement is [TIME] or more consecutive days per week.

(ii) [AMOUNT] percent (%) for Single Miscellaneous Engagements of one (1) day duration -- each for a different employer in a different location.

(b) Any commission, fee, or other consideration received by Agent from any source other than Artist, directly or indirectly, on account of, as a result of, or in connection with supplying the services of Artist shall be reported to Artist and the amount thereof shall be deducted from the commission payable by the Artist hereunder.

(i) Commissions shall become due and payable to Agent immediately following the receipt thereof by Artist or by anyone else on Artist behalf.

(ii) No commissions shall be payable on any engagement irrespective of the reasons for such non-payment to Artist, including but not limited to non-payment to Artist, reason of the fault of Artist.

(iii) Agent's commissions shall be payable on all moneys or other considerations received by Artist pursuant to contracts for engagements negotiated or entered into during the terms of this Agreement and to contracts for engagements in existence at the commencement of the terms hereof (excluding, however, any engagements as to which Artist is under prior obligation to pay commissions to another agent); and to any modifications, extensions and renewals thereof or substitutions therefore regardless of when Artist shall receive such moneys or other considerations or when performance may take place by Artist, whether during the term of this Agreement or after the expiration of this Agreement.

(iv) Agent may contract or agree with any promoter, live performance venue, or any other person for the employment of Artist services and to receive all moneys or payments for Artist's services directly. Artist agrees to execute any and all documents required by Agent or to satisfy any third party hiring Artist's services, that Agent has the authority to contract and bind Artist for Artist's services and is authorized to receive payment on Artist's behalf. Agent shall pay to Artist within seven (7) days of receipt all gross moneys received by Agent for Artist's services less any and all commissions and reimbursable expenses due Agent.

(v) As used in this Agreement, "gross earnings" shall mean the gross amounts received by Artist or Agent on Artist's behalf, for each engagement less costs and expenses incurred in collecting amounts due for any engagement, including costs of arbitration, litigation and attorney's fees.

(vi) Your percentage share shall extend to all gross monies or other considerations, excluding reasonable attorney's fees, which I may receive from all judgments, awards, settlements, payments, damages, and proceeds relating to any suits, claims, actions and proceedings arising my of the alleged

breach of non-performance by others of any such engagements, contracts, and agreement referred to above.

(vii) If Artist shall so request and shall simultaneously furnish Agent with the data relating to deductions, the Agent with thirty (30) days following the end of each twelve (12) month period during the term of this Agreement and within thirty (30) days following the termination of the Agreement, shall account to and furnish Artist with a detailed statement itemizing the gross amounts received for all engagements during the period to which such accounting relates, the moneys or other considerations upon which Agent's commissions are based, and the amount of Agent's commissions resulting from such computations.

(viii) Any balances owed by or to the parties shall be paid as follows: by the Agent at the time of rendering such statement; by the Artist within thirty (30) days after receipt of such statement.

5. EXPENSES

(a) Artist agrees to reimburse Agent for any and all reasonable expenses which Agent may incur on Artist's behalf or account, including but not limited to those in connection with postal correspondence, long distance telephone calls, telegrams, publicity materials, and travel expenses (provided that the Artist requests that the Agent travel further than [DISTANCE] miles from either [PLACE] or [PLACE] on Artist's behalf).

(b) Reimbursement of expenses as aforesaid shall be due within thirty (30) days after written notice to Artist of itemized statements setting forth the nature and amount of each such expense. During the term of this Agreement and for a period of one (1) year thereafter, Agent shall keep and maintain reasonable documentation of each and every expense for which Agent requests reimbursement by Artist and all such documents shall be provided to me or my designee for examination promptly after my request therefore.

6. DURATION AND TERM

(a) The term of this Agreement shall be for [PERIOD] year(s) and Artist grants to Agent options to extend the term of this agreement for periods of one (1) year each upon all the terms and conditions hereof, if both parties agree to extend contract. Said options shall be exercised automatically unless thirty (30) days prior to the end of the then current term either party gives the other, written notice to the contrary.

(b) This Agreement may be terminated by either party, by written notice as provided below, if Artist

(i) is unemployed for [TIME] (___) consecutive weeks at any time during the term hereof;
or

(ii) does not obtain employment for at least [TIME] (___) cumulative weeks of engagements to be performed during each of the first and second six (6) months periods during the term hereof; or

(iii) does not obtain employment for at least [TIME] (___) cumulative weeks of engagements to be performed during each subsequent year of the term hereof.

(c) Notice of such termination shall be given by certified mail addressed to the addressee at the

address listed above unless such has changed and Artist has been given notice of the new address. Such notice of termination must be received by Agent no later than two (2) weeks following the occurrence of any event described above. Failure to give notice as aforesaid shall constitute a waiver of the right to terminate based upon the happening of such prior events.

(d) Artists disability resulting in failure to perform engagements and Artists unreasonable refusal to accept and perform engagements shall not by themselves either deprive Agent of its right to or give the Artist the right to terminate (as provided in (b) above).

(e) As used in this agreement, a "week" shall commence on Sunday and terminate on Saturday. A "week of engagements" shall mean any one of the following:

- (i) A week during which Artist is to perform on at least four (4) days; or
- (ii) a week during which Artist gross earnings equals or exceeds the lowest such gross earned by Artist for performances rendered during any one of the immediately preceding six (6) weeks.

7. AUTHORITY

Agent may, on behalf of the Artist, do the following: approve and permit any and all publicity and advertising; approve and permit the use of my name, photograph, likeness, voice, sound effect, caricature, literary, artistic and musical materials for purposes of advertising and publicity and in the promotion and advertising of any and all products and services; execute as Artist's agent, all agreements, documents, and contracts for my services and talents as a live performer, collect and receive sums as well as endorse Artist's name to all checks payable to Artist for Artist's services for live performance and retain there from all sums owed to Agent. Artist shall refer to Agent all verbal or written services in the entertainment, amusement and music fields related to live performances.

8. DEFINITIONS

When used in this Agreement, the following terms are defined as follows:

- a) "**Activities Services and Interest**" shall include any and all of my activities, services and interests in any capacity of any kind whatsoever in the entertainment, amusement, music fields, whether as employees, independent contractors, or otherwise, as a live performer of any kind.
- b) "**Gross earnings or other considerations**" shall mean the gross amounts received by Artist or Agent on Artist's behalf, for each engagement less costs and expenses incurred in collecting amounts due for any engagement, including costs of arbitration, litigation and attorney's fees associated with related activities. Notwithstanding the foregoing, with respect to my personal appearances, there shall, for purposes of computing commissions hereunder, be deducted from "gross monies or other considerations earned by Artist in respect thereof, when applicable, the amount, if any, which shall be payable by Artist or on my behalf in respect of so-called "sound and lights" for such engagements. In addition, the term "gross monies or other considerations" shall specifically not include payments used for tour support (documentation as to tour expenses incurred shall be available upon reasonable request) and bona fide loans.
- c) "**Engagements**," "**contracts**," "**agreements**" and "**employment**" shall include any and all engagements, contracts, agreements or employment of any kind whatsoever, now in existence

or entered into, prior to or negotiated for during the term hereof or substantially negotiated during the term hereof, (including contracts to refrain from any services or activities) in any way pertaining to any of my activities or services as a live performer.

- d) **"Entertainment, amusement, and music"** fields shall include any and all branches of such fields now existing or hereafter developed, conceived, or use, including, but without limiting the generality of the foregoing, the following: motion pictures, free and pay television, home video, literary endeavors, theatrical engagements, legitimate state, personal appearances, concerts, public appearances in places of amusement and entertainment, radio .
- e) **"Artist"** refers to the undersigned Artist and to Artists or vocalists performing with any group which Artist leads, conducts or performs with during the term of this Agreement and whom Artist shall make subject to the terms of this Agreement.

9. INDEPENDENT ACTIVITIES

Agent may have and maintain other interests of any kind, in Agent's own activities or in the activities or enterprises of others. Also, Agent shall have the right to render your services to anyone else (including owners of productions or any kind in which services or other attributes are utilized) either in the capacity in which Agent is engaged by Artist hereunder or otherwise, if agreed upon by the Artist.

10. EXCLUSIVITY

Artist agrees not to engage during the term hereof any other person or entity to act for Artist in the capacity in which Artist has engaged Agent hereunder.

11. ASSIGNMENT

This Agreement or any part of your rights hereunder, may be assigned to any person, firm or corporation which acquires all or substantially all of Agents assets or which is owned or controlled by Agent. No other Assignment may be made by Agent without the written consent of Artist. Artist may not assign his rights under this Agreement to any third party.

12. BREACH AND CURE

No breach of this Agreement by you shall be considered material unless within _[TIME]_ (__) days after I acquire knowledge thereof or facts sufficient to put me upon notice of any such breach, I serve written notice thereof upon you by registered mail at the above written address and you do not cure said breach within thirty (30) days after receipt of such notice.

13. LEGAL REPRESENTATION

Artist represents and warrants that Artist has been advised of my right to seek legal counsel of my own choosing in connection with the negotiation and execution of this contract.

14. NOTICES

