Live Music Performance Agreement

1. Parties and background

1.1 **Parties.** This Live Music Performance Agreement (the "Agreement") is made on **[Date the agreement is signed: _____]** (the "Signing Date") between:

[Purchaser's full legal name: _____], [Purchaser's business form: _____], with its address at [Purchaser's address: _____], telephone [Purchaser's phone: _____], email [Purchaser's email for notices: _____] (the "Purchaser"); and

[Artist's legal name: _____], [Artist's business form: _____], professionally known as **[Artist's stage name: _____]**, with its address at [Artist's address: _____], telephone [Artist's phone: _____], email [Artist's email for notices: _____] (the "Artist").

1.2 **Background.** The Purchaser is presenting the event described in Section 3 and wishes to engage the Artist to give a live musical performance at it. The Artist has the skill and the available date to do so. The Parties agree to the terms below in exchange for the payments and promises in this Agreement.

1.3 **When the date is held.** This Agreement binds the Parties when both have signed it. Until then either Party may withdraw without liability, and an earlier offer, quote or "hold" does not bind the Parties. The Artist holds the Event Date from the time both have signed, but if the Deposit is late the Artist may release the date on three Business Days' written notice unless the Deposit arrives within that notice period. If the Artist releases the date, it keeps its rights under Sections 10.4, 31 and 35.

2. Definitions

2.1 **"Balance"** means the Guarantee less the Deposit.

2.2 **"Business Day"** means a day other than a Saturday, a Sunday or a federal holiday.

2.3 **"Deposit"** means the part of the Guarantee payable in advance under Section 8.2.

2.4 **"Engagement"** means the Performance together with the load-in, sound check, load-out and other services the Artist gives under this Agreement.

2.5 **"Event"** means the event described in Section 3.1, and **"Event Date"** means the date stated there or a new date agreed under Section 34.

2.6 **"Fee"** means the Guarantee plus any Percentage Payment and any overtime charge due under this Agreement.

2.7 **"Force Majeure Event"** has the meaning given in Section 33.1.

2.8 **"Guarantee"** means the minimum sum payable for the Performance under Section 8.1.

2.9 **"Net Receipts"** and **"Percentage Payment"** have the meanings given in Sections 9.3 and 8.4.

2.10 **"Party"** means the Purchaser or the Artist, and **"Parties"** means both.

2.11 **"Performance"** means the live performance by the Artist described in Section 4.

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2.12 **"Performers"** means the Artist's featured members, backing musicians and other people who appear on stage for the Artist. **"Artist Personnel"** means the Performers and the Artist's crew, manager and guests working under the Artist's direction.

2.13 **"Riders"** means the technical rider in Schedule B and the hospitality rider in Schedule C.

2.14 **"Venue"** means the place named in Section 3.1, including its stage, backstage areas, load-in route and parking under the Purchaser's control.

2.15 **"In writing"** includes email, unless a Section requires a document signed by both Parties.

3. Engagement and event details

3.1 **Event.** The Purchaser engages the Artist, and the Artist accepts the engagement, for the following Event:

Event name and type: [Event name and type: _____]**Event Date:** [Event date: _____]**Venue:** [Venue name: _____]**Venue address:** [Venue address: _____]**Stage or room:** [Stage or room: _____]**Indoor, outdoor or covered:** [Indoor, outdoor or covered: _____]**Admission:** [Admission: _____]**Legal capacity for this Event:** [Legal capacity for this event: _____]**Artist's billing position:** [Artist's billing position: _____]**Other acts on the bill:** [Other acts: _____]

3.2 **Event sheet.** Schedule A gives the running times, contacts and deal summary. The Purchaser will send a final running order to the Artist at least five Business Days before the Event Date. If Schedule A and a Section of this Agreement differ, the Section governs except for a fact or figure that the Section leaves to Schedule A.

3.3 **Changes.** The Purchaser will tell the Artist promptly of any change to the Venue, stage, capacity, admission, billing or schedule. A change of Venue or Event Date, a reduction in the Artist's billing, or a change of start time by more than 60 minutes needs the Artist's prior written consent. The Artist will not unreasonably withhold consent to a change that a public authority requires for safety, but the Purchaser pays the reasonable extra costs the change causes to the Artist.

3.4 **Purchaser's control of the Venue.** If the Purchaser does not own the Venue, it confirms that it has, or will have at least 30 days before the Event Date, a written right to use the Venue for the Event on terms that let it meet this Agreement. The Purchaser will give the Artist a copy of the Venue rules that affect the Engagement in time for the Artist to comply.

4. Performance times, breaks and overtime

4.1 **Performance.** The Artist will give a live performance of [Type of performance: _____] in [Number of sets: _____] set(s) of [Length of each set: _____] each, with a break of [Break between sets: _____] between sets. The Performance is scheduled to begin at [Performance start time: _____] and to end at [Performance end time: _____].

4.2 **Punctuality.** The Artist will be ready to start on time. The Purchaser will keep the stage, crew and changeover on schedule. If the Purchaser, the Venue or an earlier act causes a delay, the Artist may shorten the Performance to finish by the scheduled end time, and the Guarantee is not reduced.

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4.3 **Delay by the Artist.** If the Artist causes a late start, the Artist will play the full sets if the Purchaser and the Venue can extend the schedule at no extra cost. If they cannot, and the Performance is shortened by more than 15 minutes for that reason alone, the Guarantee is reduced in proportion to the scheduled playing time lost. This reduction is the Purchaser's only remedy for the shorter playing time, but Section 35 applies if the Artist does not perform a substantial part of the Performance.

4.4 **Breaks.** The breaks in Section 4.1 count as part of the Engagement but not as playing time. The Purchaser may play recorded music in breaks at its own cost and under its own licenses.

4.5 **Overtime.** The Purchaser may ask for overtime before the scheduled end. The Artist may accept or decline. Agreed overtime costs [Overtime rate: _____] for each started period of [Overtime period: _____], may not extend past the curfew, and is confirmed in writing or by message between the day-of-show contacts in Schedule A. Overtime is due with the settlement on the night. Any required break under applicable law applies to overtime too.

4.6 **Encore.** An encore within the scheduled playing time is at the Artist's choice and costs nothing extra.

5. Load-in, sound check, doors and curfew

5.1 **Access.** The Purchaser will give the Artist Personnel safe, exclusive or agreed shared access to the stage and load-in route from [Load-in time: _____]. The Artist will arrive in time to load in and be set up for sound check.

5.2 **Sound check.** The Artist has the stage for sound check from [Sound check start: _____] to [Sound check end: _____] with the house engineer and the complete sound system working. The Purchaser will not admit the public to the room during sound check. Photographs and recordings of sound check need the Artist's consent.

5.3 **Doors.** Doors open at [Doors open: _____]. The Purchaser will not open doors before sound check is complete without the Artist's agreement, unless the Artist arrived late or used more than its allotted time.

5.4 **Changeover and labor.** The Purchaser will provide the number of stagehands stated in Schedule B for load-in, changeover and load-out. The Artist will direct the handling of its own equipment. The Purchaser's stagehands remain the Purchaser's responsibility.

5.5 **Curfew.** All performance must stop by [Curfew: _____], or earlier if the law or the Venue's permit requires. The Purchaser pays any curfew charge it causes. The Artist pays a charge caused only by the Artist continuing after a clear instruction to stop.

5.6 **Load-out.** The Artist will start load-out promptly after the Performance and finish within [Load-out period: _____], if the Purchaser provides the agreed access and labor. The Purchaser will keep the stage secure until load-out is complete.

5.7 **Equipment left at the Venue.** If the Artist must leave equipment at the Venue between sound check and load-out, the Purchaser will take reasonable care to keep it secure. The Purchaser will return promptly any item left behind that it finds, at the Artist's cost.

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6. Artist lineup and substitutions

6.1 **Featured lineup.** The Performance will be given by the featured Performers listed here: [Featured performers and roles: _____]. The Artist may choose and change its backing musicians and crew without notice.

6.2 **Essential Performers.** The following people are essential to the Performance: [Performers who may not be replaced freely: _____] (the "Essential Performers"). An Essential Performer may be replaced only with the Purchaser's prior written consent, which the Purchaser may give or refuse in its reasonable judgment. Consent is not needed for a short absence from the stage or a replacement for part of a song.

6.3 **Other substitutions.** The Artist may replace another featured Performer who is ill, injured or unavailable for good reason with a musician of similar ability. The Artist will tell the Purchaser as soon as reasonably possible. If the Purchaser does not accept a replacement for an Essential Performer, Section 32 or Section 33 applies, depending on the reason for the absence.

6.4 **Substitute act.** The Artist may not send a different act in its place without the Purchaser's signed consent. If the Purchaser accepts one, the Parties will record the act's name, Fee and billing in a signed amendment.

7. Set list, artistic control and content

7.1 **Artistic control.** The Artist has sole control over the production, presentation and performance of its music, including the set list, arrangements, tempo, costumes and order of songs, subject to this Section and Section 17.

7.2 **Requests.** The Purchaser may submit requests and required cues by [Deadline for requests and cues: _____]. The Artist will consider them in good faith. The Artist must perform the songs and cues listed in Schedule A as agreed "special songs", if any.

7.3 **Content standard.** The content standard for this Event is: [Content standard: _____]. The Artist will follow it if the Purchaser stated it here or in writing before signing. A request made later needs the Artist's agreement.

7.4 **Set list for license reports.** If the Purchaser or a performing rights organization needs a list of works performed, the Artist will give an accurate list of titles, and of writers if known, within five Business Days after a request.

7.5 **Live performance.** The Artist will perform live. Backing tracks, click tracks, samples and programmed parts may support the Performance to the extent the Artist normally uses them. The Artist is responsible for any license needed to use a pre-recorded track or sample that it supplies. Section 14 governs the public performance of the musical works.

8. Fee and deposit

8.1 **Guarantee.** The Purchaser will pay the Artist a guaranteed sum of **[Guarantee: _____]** for the Engagement. The Guarantee is earned in full when the Artist performs, or when Section 4.2, 31 or 33 says it is payable in full, whatever the ticket sales, attendance or takings may be.

8.2 **Deposit.** The Purchaser will pay a Deposit of **[Deposit: _____]** by [Deposit due date:

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_____]. The Deposit is an advance on the Guarantee, not an additional fee. If the Agreement ends before the Performance, Sections 31 to 35 say whether it is kept or returned.

8.3 **Deal type.** The deal is: **[Deal type: _____]**. It may be:

(a) **Flat guarantee:** the Artist receives only the Guarantee and any agreed overtime;

(b) **Guarantee versus percentage:** the Artist receives the greater of the Guarantee and [Percentage of Net Receipts: _____] of Net Receipts; or

(c) **Guarantee plus percentage:** the Artist receives the Guarantee plus [Percentage of Net Receipts: _____] of the part of Net Receipts that exceeds [Split point for option (c): _____].

8.4 **Percentage Payment.** The "Percentage Payment" is the sum due above the Guarantee under option (b) or (c). It cannot be negative. Under a flat guarantee it is zero, and the percentage rate and split point do not apply.

8.5 **No other deductions.** The Purchaser may deduct from the Fee only (a) the Deposit already received, (b) tax that the law requires it to withhold, (c) a reduction stated in this Agreement, and (d) a sum the Artist approves in writing. It may not deduct Venue hire, staff, sound, light, advertising or other Event costs except in calculating Net Receipts under Section 9.

8.6 **What the Fee covers.** The Fee covers the Artist's services and the Artist's own costs of instruments, backline, musicians, crew and preparation, except what the Purchaser agrees to provide in Sections 11 and 15 and the Riders.

9. Box office, settlement and audit

9.1 **When this Section applies.** Section 9.4 applies to every Engagement. Sections 9.2 and 9.8 to 9.10 apply if admission is charged. Sections 9.3 and 9.5 to 9.7 apply only if the deal includes a Percentage Payment. Ticket counts, receipts and deductions are needed in the settlement statement only where a Percentage Payment applies.

9.2 **Prices and capacity.** The ticket types, prices and number of tickets on sale are in Schedule A. The Purchaser will not sell above legal capacity and will not change a price, add a ticket type or offer a discount of more than 20 percent without telling the Artist. If the deal has a Percentage Payment, such a change needs the Artist's written consent.

9.3 **Net Receipts.** "Net Receipts" means all money received or receivable for admission to the Event, whether sold at the door, by a ticket agent or online, less only:

(a) sales, admission or amusement tax that must be paid on admission;

(b) ticketing and card charges kept by an unrelated ticket company, up to the amount in Schedule A;

(c) refunds and charge-backs actually paid; and

(d) the Event expenses listed and capped in Schedule A, supported by invoices or other reasonable evidence.

Free tickets and tickets the Purchaser uses for its own business count at face value above the complimentary allotment in Schedule A. Merchandise, food, drink and parking income is not included.

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9.4 **Settlement on the night.** Within [Time to give the settlement statement: _____] after the Performance ends, the Purchaser will give the Artist's representative a written settlement statement in the form of Schedule D and will pay the Fee still due. Where a Percentage Payment applies, the statement must include ticket counts, receipts and evidence of each deduction, and unsold tickets and ticket system reports must be available for inspection.

9.5 **Late charge-backs.** The Purchaser may adjust Net Receipts for a charge-back received within 60 days after the Event if it shows proof. It may not change the Guarantee. The Artist will repay an overpayment of the Percentage Payment within 15 Business Days after receiving the proof.

9.6 **Records and audit.** The Purchaser will keep complete ticket and expense records for two years after the Event. The Artist, or a representative who agrees to keep the records confidential, may inspect them once on 10 Business Days' written notice. The Purchaser will pay any shortfall within 10 Business Days. If the shortfall is more than 5 percent of the Percentage Payment, the Purchaser also pays the reasonable cost of the audit.

9.7 **Trust of funds.** The Artist's share of Net Receipts is payable to the Artist in full even if the Purchaser is owed money by someone else. The Purchaser is responsible for ticket agents and others who collect receipts for it.

9.8 **Refunds.** The Purchaser is responsible for refunds to ticket buyers and will follow the refund law and advertised refund terms that apply. The Artist has no duty to ticket buyers unless the Artist sells tickets in its own name.

9.9 **Price display.** The Purchaser will show the total ticket price, including all mandatory fees, clearly and conspicuously wherever a ticket price is offered, displayed or advertised, and will require its ticket sellers to do so. This includes the Artist's approved links if the Purchaser supplies the price for them.

9.10 **Purchasing controls.** Neither Party will use, encourage or sell tickets obtained by a person or tool that gets round a ticket issuer's control that enforces a posted limit on ticket purchases. The Purchaser will tell the Artist promptly of any such activity it finds.

10. Payment method, due date and late charges

10.1 **Schedule.** The Purchaser will pay the Deposit under Section 8.2, the Balance by [When the balance is due: _____], and any Percentage Payment and overtime at settlement under Section 9.4. If there is no settlement, overtime is due within two Business Days after the Performance.

10.2 **Method.** All payments are in U.S. dollars by [Payment method: _____] to the payee and account the Artist states in writing. A change of bank details is valid only when the Purchaser confirms it by a telephone call to a number in Section 1.1.

10.3 **Last date.** Whatever this Section says, all sums due for the Artist's services must be paid no later than 30 days after the Engagement is completed, or by an earlier date that the law applying to the Engagement requires.

10.4 **Late payment.** A sum not paid when due bears a late charge of [Late charge: _____], or the highest rate the law allows if that is lower, from the due date until payment. The Artist may refuse to load in or perform if the Deposit or Balance is overdue and the Purchaser does not pay after reasonable notice. In that case the Purchaser is treated as having cancelled on that date under Section 31.

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10.5 **Dispute over part.** If a sum is disputed in good faith, the Purchaser will pay the undisputed part on time and give written reasons for withholding the rest. The Parties will follow Section 37.

10.6 **Returned payment.** The Purchaser will replace a returned or reversed payment within two Business Days and reimburse the Artist's bank charges, if the law allows.

10.7 **No release required.** Payment may not be made subject to a release of rights or to a lower price than this Agreement states.

11. Expenses, travel, lodging and ground transport

11.1 **Fee includes ordinary costs.** Except as this Section and the Riders state, the Artist bears its own travel, equipment and living costs.

11.2 **Travel provided by the Purchaser.** The Purchaser will provide or pay for: [Travel the purchaser provides: _____].

11.3 **Lodging.** The Purchaser will provide [Lodging: _____] in safe, clean accommodation within a reasonable distance of the Venue. Rooms must be confirmed in writing at least 10 days before the Event Date. The Artist pays incidental charges made by its own people.

11.4 **Ground transport.** The Purchaser will provide [Ground transport: _____]. Vehicles must be insured, roadworthy and driven by licensed drivers.

11.5 **Parking.** The Purchaser will provide [Parking: _____] free of charge and as close as reasonably possible to the load-in door.

11.6 **Buyouts and reimbursement.** If the Parties agree a travel or meal buyout in Schedule A, payment of it discharges the matching obligation. Other approved reimbursements are due within 10 Business Days after receipts are submitted. The Purchaser need not reimburse a cost it did not approve in writing, except a reasonable cost the Artist has to pay because the Purchaser failed to provide what this Section requires.

11.7 **Booking changes.** The Party whose change causes a cancellation charge for travel or lodging pays that charge.

12. Taxes, Form W-9 and withholding

12.1 **Artist's taxes.** The Artist is responsible for its own income, self-employment and other taxes on the Fee, and for taxes and wages of its Performers and crew, except tax the Purchaser must withhold or pay by law.

12.2 **Form W-9.** Before the first payment, an Artist that is a U.S. person will give the Purchaser a completed and signed Form W-9 with its correct taxpayer identification number. The Purchaser may withhold backup withholding tax that the law requires if the Artist does not give a correct number, and will not treat that as a late payment.

12.3 **Information returns.** The Purchaser will file any Form 1099-NEC or other information return that the law requires it to file and will send the Artist its copy. The return must report the gross amount the law requires, whether or not part was paid to an agent.

12.4 **Nonresident alien Artist.** If the Artist or a payee is not a U.S. person, that person will give the

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Purchaser the correct withholding certificate and any treaty or central withholding agreement documents before payment. Unless valid documents or the law allow a lower rate, the Purchaser may withhold the tax the law requires on payments for the Performance. Parties that expect a foreign Artist should arrange an approved agreement, if wanted, well before the Event Date.

12.5 **State withholding.** If the state where the Performance takes place requires withholding on payments to a nonresident performer, the Purchaser may withhold it after giving the Artist written notice of the basis and rate. The Artist may give the Purchaser a waiver, reduced-rate or exemption form issued by the state.

12.6 **Receipts and no gross-up.** The Purchaser will remit withheld tax on time and give the Artist proof and the required certificates. Withheld tax is treated as paid to the Artist. The Purchaser need not pay an additional sum to replace it unless the Parties agree that in Schedule A.

12.7 **Sales and admission tax.** The Purchaser is responsible for sales, amusement and admission taxes on tickets and for other Event taxes. Merchandise tax is governed by Section 21.

13. Purchaser duties, permits and staff

13.1 **General.** The Purchaser will provide, at its own cost, the Venue, stage, power, sound and lighting in Section 15, qualified staff, security, stage crew, box office and cleaning, and will promote and run the Event with reasonable skill.

13.2 **Permits.** The Purchaser will obtain and keep in force the permits, licenses and approvals that the Event and Venue require, including occupancy, fire, alcohol, street closure, amplified sound, temporary structure and food permits where they apply. The Purchaser will show copies to the Artist on request.

13.3 **Safe stage.** The stage, rigging, roof, barriers, electrical supply and access routes must be sound, dry where the equipment needs it, suitable for the loads in Schedule B and inspected by a competent person when the law or good practice requires.

13.4 **Staff.** The Purchaser will have on site, from load-in to the end of load-out, a named person with authority to decide for the Purchaser, a house sound engineer, a lighting operator unless Schedule B says the Artist supplies one, and enough trained security and first-aid cover for the expected crowd.

13.5 **Alcohol and guests.** The Purchaser is responsible for the lawful sale or service of alcohol and for the behavior of its guests, staff, vendors and other invitees.

13.6 **Audience access.** The Purchaser will keep members of the public off the stage and out of the backstage areas unless the Artist invites them.

13.7 **Information.** The Purchaser will answer promptly the Artist's reasonable questions about the Venue and will tell the Artist of a known hazard.

14. Music performance licenses

14.1 **Licenses.** The Purchaser will obtain, or make sure the Venue has, every license needed for the public performance of the musical works in the Performance, from the performing rights organizations that license the works and from any other owner that licenses its works directly. The Purchaser will pay all royalties and fees due for those licenses.

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14.2 **Cover songs.** The Parties know that the Performance will or may include songs written by others. Section 14.1 covers those songs. The Artist need not obtain or pay for a public performance license for them.

14.3 **Artist's original songs.** If the Artist controls the public performance right in its own songs and no license covers them for the Event, the Artist grants the Purchaser a license to have those songs performed by the Artist at the Event for no additional fee. The Artist keeps the copyright, and this license ends with the Performance. Nothing in this Section reduces the royalties that a performing rights organization pays the Artist or its writers.

14.4 **Exempt events.** If the Purchaser believes that no license is needed, it decides this at its own risk and must not rely on the Artist's advice. A paid performance is outside the exemption for performances given without payment to performers, promoters or organizers.

14.5 **Proof.** At the Artist's request the Purchaser will show proof of the licenses before the Event Date. A failure to show proof does not delay the Artist's payment.

14.6 **Scope.** Section 14.1 covers live public performance at the Venue. A recording, a broadcast, a livestream, a synchronization use or a dramatic presentation needs separate rights under Section 20 and separate licenses, which the Party making that use must obtain.

15. Technical rider, sound, lighting and power

15.1 **Provided system.** The Purchaser will provide the sound, monitor, lighting, staging, backline and power described in Schedule B, in good working order and ready for the Artist by the load-in time.

15.2 **Power.** Power must be safely grounded, dedicated to the stage where Schedule B says so, and free from overload. A generator must be rated for the stated load with adequate reserve. Outdoor equipment must be protected from weather and water.

15.3 **Backline.** Items the Purchaser supplies are for the Artist's use during the Engagement. The Artist will use them with reasonable care and report a fault promptly. Fair wear and tear is the Purchaser's cost; damage caused by the Artist Personnel's negligence is the Artist's.

15.4 **Engineers.** The Artist's engineer, if it brings one, may operate the sound and lights from the mix positions, subject to the Venue's safety rules and the limits in Section 17. The Venue's system technician stays in charge of the system's safety.

15.5 **Wireless equipment.** The Party that supplies wireless microphones or monitors is responsible for using lawful frequencies and for any license needed. The Parties will exchange frequency lists before the Event to avoid interference.

15.6 **Changes and shortfall.** If the Purchaser cannot supply an item in Schedule B, it will tell the Artist at least seven days before the Event and offer a reasonable equivalent. The Artist may hire a missing critical item at reasonable cost, after notice, and the Purchaser will reimburse it. A shortfall that makes the Performance unsafe or prevents it from being given in substantially the agreed form is a Purchaser breach.

15.7 **Artist's equipment.** The Artist is responsible for its own instruments and equipment and for the insurance of them, except for loss or damage caused by the negligence or fault of the Purchaser, its staff or its contractors. The Purchaser's duty of care in Section 5.7 is not affected.

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16. Hospitality rider and guest list

16.1 **Dressing room.** The Purchaser will provide a clean, private, lockable dressing room with light, power, mirrors, seating and, where reasonably available, an adjacent toilet, for the Artist's sole use from load-in to the end of load-out.

16.2 **Food and drink.** The Purchaser will provide the food and drink listed in Schedule C for [Number of people to feed: _____] people, at the times stated there, at no cost to the Artist. The Purchaser will tell its caterer about the allergies and diets in Schedule C. Reasonable substitutions are allowed if an item is not available, but not for an allergy.

16.3 **Buyout.** The Purchaser may replace a meal with a cash sum of [Meal buyout per person: _____] per person if a full meal is not served.

16.4 **Alcohol.** The Purchaser need not supply alcohol to anyone under the legal drinking age, or if the Venue's permit forbids it, or to anyone who appears intoxicated.

16.5 **Guest list.** The Artist may give free admission to [Number of free guest entries: _____] guests by a list delivered by [Deadline for the guest list: _____]. Guests must follow the Venue's rules, and backstage access needs a pass issued by the Artist. Guest admissions within this number are not Net Receipts.

16.6 **Passes.** The Purchaser will honor the Artist's all-access passes, subject to reasonable safety limits.

17. Safety, security, noise and special effects

17.1 **General safety.** Each Party will follow health, safety and fire law, the Venue's reasonable rules and the directions of public safety officials. Either Party may pause the Performance for a genuine safety concern and will tell the other at once.

17.2 **Security.** The Purchaser will provide trained security at the entrances, the stage front and the backstage area in numbers fit for the expected audience. Security staff must use only lawful and reasonable force and must not enter the dressing room without the Artist's consent, except in an emergency.

17.3 **Sound limit.** The agreed sound limit at the mixing position is [Sound limit at the mixing position: _____]. The Purchaser must tell the Artist of any lower limit that the law, permit or neighbors require. The Artist will follow a reasonable request to reduce volume. The Purchaser pays any penalty caused by its failure to disclose a limit or by the Venue's own system settings.

17.4 **Employee protection.** Each Party is responsible for hearing protection and other duties owed to its own employees under workplace law.

17.5 **Special effects.** No pyrotechnics, flame, lasers, confetti, haze, smoke, drones, live animals or similar effects may be used without the other Party's prior written consent, the Venue's consent and any permit required. The Party that uses an effect must obtain the permit, use qualified operators and give the other Party the safety information.

17.6 **Severe weather and crowd danger.** The Purchaser decides when to evacuate or hold the audience. The Artist may leave the stage when an electrical, structural, weather or crowd condition makes it unsafe, and doing so is not a breach.

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17.7 **Damage.** Each Party is responsible for damage to the Venue caused by the negligence or willful act of its own people. The Artist is not responsible for damage caused by the audience.

17.8 **Incidents.** The Purchaser will record an injury or serious incident that happens during the Event, and each Party will give the other the facts it needs to report the incident to its insurer.

18. Accessibility

18.1 **Purchaser's responsibility.** As between the Parties, the Purchaser is responsible for accessibility of the Venue, the tickets, the routes, the seating and the website that sells tickets, and for the auxiliary aids and services, such as interpreters or captioning, that the law requires for members of the public.

18.2 **Accessible seating.** The Purchaser will offer accessible seats for sale through the same channels and at the same times as other tickets, if the law applies to the Event.

18.3 **Artist's help.** The Artist will allow reasonable use of interpreters, captions, assistive listening and lighting adjustments that do not change the substance of the Performance, and will give set lists or lyrics in advance to an interpreter on reasonable request if the Artist has them. An interpreter may use that material only for the Event.

18.4 **Legal duties stay.** This Section decides only who pays and arranges between the Parties. It does not limit any duty that the law places directly on either of them.

19. Promotion, billing and use of name

19.1 **License to promote.** The Artist gives the Purchaser a limited, non-exclusive right to use the Artist's professional name, approved photographs, approved biography and logo, until the Event ends, only to advertise the Event and only in a way that truthfully says the Artist will perform there.

19.2 **Approved material.** The Artist will supply the material by [Deadline for promotional material: _____]. The Purchaser may use only material the Artist supplied or approved. It will use the billing and spelling in Section 3.1 and Schedule A. The Artist must not unreasonably delay approval.

19.3 **Limits.** The Purchaser may not state or imply that the Artist endorses, sponsors or is associated with a product, service, cause or candidate. It may not use a name or likeness on merchandise or sell sponsorship tied to the Artist without a signed agreement under Section 22.

19.4 **Announcement.** Neither Party will announce the Event before [First date to announce the event: _____] without the other's written consent.

19.5 **Artist's promotion.** The Artist will list the Event on its website and main social media accounts by [Date of the artist's promotion: _____] and will give reasonable further help that the Parties agree. The Artist may use the Purchaser's name and logo to announce the Event.

19.6 **Mistakes.** Each Party will correct promptly an error in advertising once told. Neither Party may put a digital copy or AI-generated imitation of the Artist's voice, image or performance in advertising without a separate signed agreement.

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20. Recording, streaming and photography

20.1 **No recording without consent.** No person may record, film, photograph professionally, broadcast, stream or otherwise transmit the Performance unless Section 20.2 allows it. The Purchaser will announce this rule and take reasonable steps to enforce it with its own staff, the Venue and ticketed guests.

20.2 **Recording and streaming permission.** The permitted recording and streaming is: **[Recording and streaming allowed: _____]**. Permission is given only for the uses stated there, for the period and place stated there, and only if each featured Performer has consented. A statement of "none" means no recording or streaming at all other than Section 20.3.

20.3 **Short clips.** Audience members may take photographs and short video clips on personal devices for personal, non-commercial use, unless the Artist announces otherwise. Media that the Purchaser accredits may take photographs during the first [Songs during which press may photograph: _____] songs, without flash, only for news coverage of the Event.

20.4 **Audio feed.** The Purchaser may not take an audio feed from the mixing desk for recording or streaming without the Artist's written consent.

20.5 **Who owns what.** A permission under Section 20.2 is a license, not a sale. The Artist and Performers keep the rights in their compositions, arrangements, performances and recordings that they create. Payment of the Fee does not transfer copyright. A transfer takes effect only in a separate writing signed by the owner of the rights conveyed. No recording is a work made for hire for the Purchaser under this Agreement.

20.6 **Third-party rights.** Consent from the Performers does not include a license from the songwriters, publishers or record companies. The Party making a permitted recording or stream must obtain those licenses.

20.7 **Approval and delivery.** If the Purchaser makes a permitted recording, the Artist may approve the final version before publication. The Artist must answer within 10 Business Days after receiving a complete copy. The Purchaser will give the Artist one copy without charge on request.

20.8 **No machine training.** Neither Party may use a recording, image or voice of the Performance to train an AI system or to make a digital replica of any Performer without a separate signed writing from that Performer.

20.9 **Unauthorized recording.** If a Party learns of an unauthorized recording it will tell the other and cooperate in having it removed. This Section does not limit any remedy the law gives a performer.

21. Merchandise

21.1 **Right to sell.** The Artist may sell its recordings, shirts and other merchandise at the Event in a suitable, lit place agreed with the Purchaser. Official Artist merchandise may not be sold by anyone else.

21.2 **Commission.** The Purchaser or Venue may take [Merchandise commission: _____] of net merchandise sales, after sales tax. No other commission, table fee or staffing charge applies unless Schedule A says so.

21.3 **Accounting.** If a commission applies, the Artist's and the Venue's representative will count opening and closing stock together and settle on the night. The Artist must not underreport sales.

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21.4 **Tax and permits.** The Artist is responsible for collecting and paying sales tax on its sales unless the law places that duty on the Venue. The Purchaser will tell the Artist of any seller's permit needed for the Venue.

21.5 **Security.** The Purchaser will provide a table, power and reasonable security for the merchandise area. The Artist is responsible for its stock and cash, except loss caused by the fault of the Purchaser's staff.

21.6 **Bootleg goods.** The Purchaser will take reasonable steps, within the law, to prevent sales of unauthorized Artist goods inside the Venue.

22. Sponsorship and endorsements

22.1 **Event sponsors.** The Purchaser may have sponsors for the Event. It will tell the Artist of the main sponsors before announcing them, and will not place sponsor branding on the stage, backdrop, instruments or screens during the Performance without the Artist's consent.

22.2 **No endorsement.** The Purchaser and its sponsors may not use the Artist's name, voice or image to suggest endorsement. A statement that the Event is sponsored must not suggest that the Artist is.

22.3 **Artist's own sponsors.** The Artist may use its normal instrument and equipment branding. It will not display other commercial branding on stage without the Purchaser's consent.

22.4 **Conflict.** If a proposed sponsor is in a category the Artist has excluded here, the Purchaser will not engage it: [Sponsor categories excluded by the artist: _____].

23. Exclusivity radius

23.1 **Optional clause.** This Section applies only if this line says "Yes": **[Radius clause applies?: _____]**.

23.2 **Restriction.** If it applies, the Artist will not perform a publicly advertised paid concert within [Radius: _____] of the Venue from [Period before the event: _____] before the Event Date to [Period after the event: _____] after it, without the Purchaser's written consent.

23.3 **Exceptions.** The restriction does not apply to private events, unadvertised events, radio or television appearances, teaching, charity appearances, or engagements listed here: [Radius exceptions: _____].

23.4 **Reasonable limits.** The restriction protects ticket sales for the Event and must not be wider than is reasonable for that purpose. It ends if the Purchaser cancels or fails to pay, and applies only to the extent the governing law allows.

23.5 **Remedy.** For a breach the Purchaser may claim its proven loss, including lost ticket sales shown by reasonable evidence. It may not withhold the Guarantee for a Performance that has been given.

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24. Independent contractor status

24.1 **Relationship.** The Parties intend the Artist to act as an independent contractor. The Purchaser specifies the result, the time and the place. The Artist decides how to perform, whom to use and how to prepare, and provides its own instruments and skills.

24.2 **No employment relationship.** Nothing in this Agreement makes a Party the employee, partner, joint venturer or agent of the other. Neither Party may bind the other, and no Artist Personnel may claim employee benefits from the Purchaser because of this Agreement.

24.3 **Label does not decide.** The Parties recognize that the law, and not this Section, decides worker status. If the law treats a Performer as an employee of a Party, that Party will meet its obligations as employer, and this Agreement is to be read as far as possible to agree with that result.

24.4 **Artist's crew.** As between the Parties, the Artist is responsible for hiring, paying, supervising and insuring its own Performers and crew, subject to applicable law.

24.5 **Right to perform elsewhere.** Except for Section 23, the Artist may work for anyone else at any time that does not conflict with the Engagement.

25. Foreign performers and minors

25.1 **Right to work.** Each Party will make sure that the people it employs or brings have the legal right to work in the United States for the Engagement. The Artist will tell the Purchaser before signing if any Performer needs a visa.

25.2 **Petition.** If a Performer needs a visa classification, the employer, sponsor or other filer named here will prepare and file the petition and pay the costs stated: [Petition filer and cost: _____]. The Purchaser will sign a truthful itinerary or contract document on request. A Performer may not perform until properly authorized.

25.3 **Denied or delayed visa.** If a Performer is refused a visa or it is delayed despite timely and accurate filing, Section 33 applies. If the delay results from a Party's late or inaccurate filing, the rules for breach by that Party apply.

25.4 **Minors.** If a Performer is under 18, a parent or legal guardian must sign this Agreement or a consent attached to it. The Artist will obtain any work permit, tutoring, chaperone, limit on hours and trust account required by the law of the place of the Event. The Purchaser will not ask a minor to perform beyond those limits.

25.5 **Alcohol and content.** No minor Performer may be supplied with alcohol, and a minor must not be required to perform sexual or otherwise unlawful content.

26. Agent and commissions

26.1 **Booking agent.** The Artist's agent or representative for this Engagement is [Artist's agent: _____]. The Purchaser's agent, if any, is [Purchaser's agent: _____]. The Party that engaged an agent pays its commission from its own funds.

26.2 **Commission from the Fee.** If the Artist directs payment to its agent, payment to that agent counts as payment to the Artist. The agent's commission does not increase the Fee unless the Purchaser agreed

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in writing.

26.3 **No agent as a party.** An agent acts only for the Party that engaged it. It is not a Party to this Agreement and is not liable for either Party's performance, unless it signs in its own name.

26.4 **Licenses.** A Party that uses a talent agent or booking agency confirms that it has a reasonable belief that the agent holds any license the law requires.

26.5 **Re-engagement.** If the Artist and the Purchaser agree a further engagement because of an agent's introduction, any commission is governed by that agent's own contract and is not part of this Agreement.

27. Representations and warranties

27.1 **By both Parties.** Each Party states that it has the power to enter into this Agreement, that the person who signs for it has authority, and that signing does not break another contract.

27.2 **By the Artist.** The Artist states that:

(a) it has the right to provide the services of the featured Performers;

(b) the Performers will perform with professional skill;

(c) to its knowledge, its original material and any prerecorded tracks it supplies do not infringe another person's rights; and

(d) it holds the rights needed to grant the promotion license in Section 19.

27.3 **By the Purchaser.** The Purchaser states that:

(a) it has or will have the Venue, licenses, permits and insurance this Agreement requires;

(b) it has the funds to pay the Guarantee; and

(c) it has disclosed the facts about the Venue and the Event that would reasonably matter to the Artist's safety or price.

27.4 **No other promises.** Except for the statements in this Agreement, neither Party promises a level of ticket sales, press coverage, attendance or profit. This does not exclude liability for fraud.

28. Insurance

28.1 **Purchaser's insurance.** The Purchaser will keep commercial general liability insurance of at least [Purchaser's liability insurance limit: _____] per occurrence, and liquor liability insurance if it sells or serves alcohol. It will keep workers' compensation insurance for its employees as the law requires. The Artist will be named as additional insured on the general liability policy for the Event.

28.2 **Artist's insurance.** The Artist will keep general liability insurance of at least [Artist's liability insurance limit: _____] per occurrence if the Purchaser or Venue requires it, automobile liability insurance for vehicles it uses, and workers' compensation insurance if the law requires it.

28.3 **Certificates.** Each Party will give the other a certificate of insurance by [Deadline for insurance certificates: _____]. The required insurance does not limit a Party's liability under this Agreement.

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28.4 **Equipment and cancellation.** Each Party may buy equipment and event cancellation insurance for its own benefit. The risk of not buying it stays with that Party.

28.5 **Waiver of subrogation.** To the extent the law and its policy allow, each Party waives claims of its insurer against the other for property loss that the insurance covers.

29. Indemnification

29.1 **Purchaser.** The Purchaser will indemnify and defend the Artist and its Performers, crew and representatives against third-party claims, losses and reasonable legal costs arising from the Purchaser's or Venue's negligence or fault, the condition of the Venue, the conduct of the Purchaser's staff and contractors, the sale of alcohol, the lack of a license under Section 14, or the Purchaser's breach of this Agreement.

29.2 **Artist.** The Artist will indemnify and defend the Purchaser, its staff and the Venue against third-party claims, losses and reasonable legal costs arising from the negligence or fault of the Artist Personnel, the Artist's equipment, the Artist's breach of this Agreement or a claim that material supplied by the Artist for promotion infringes another's rights.

29.3 **Limits.** Neither Party indemnifies another for that person's own negligence, fraud, willful injury or violation of law. If both Parties share the fault, each bears its share.

29.4 **Procedure.** The person claiming must give prompt written notice, allow the indemnifying Party to control the defense and settlement, and give reasonable cooperation. The indemnifying Party may not settle by admitting fault or imposing a duty on the other without its consent. A delay in notice reduces the indemnity only to the extent it causes harm.

29.5 **Survival.** This Section continues after the Event and after the Agreement ends.

30. Limitation of liability

30.1 **No indirect loss.** Neither Party is liable for lost profit, lost goodwill or other indirect or consequential loss, except as stated in Sections 23.5, 30.3 and 32.

30.2 **Cap.** Each Party's total liability arising from this Agreement is limited to the Guarantee or [Liability cap: _____], whichever is greater. A refund under Section 31, 32, 33 or 35 does not count toward this cap.

30.3 **Exceptions.** Sections 30.1 and 30.2 do not limit:

(a) the duty to pay the Fee;

(b) liability for death or bodily injury caused by negligence;

(c) liability for fraud, willful injury or a violation of law;

(d) an indemnity under Section 29 for a third-party claim;

(e) a claim for infringement or for recording or streaming without consent;

(f) claims for unlawful harassment, assault or discrimination; or

(g) any liability that cannot be limited by law.

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30.4 **Mitigation.** A Party that suffers a loss must take reasonable steps to reduce it.

31. Cancellation by the purchaser

31.1 **How to cancel.** The Purchaser may cancel the Engagement by written notice. The date of cancellation is the date the notice is received. A notice given without reasons is valid.

31.2 **Cancellation payment.** If the Purchaser cancels for a reason other than a Force Majeure Event, it will pay the Artist the following part of the Guarantee as agreed compensation:

(a) cancellation [Longer cancellation notice (days): _____] or more days before the Event Date: [Share owed at the longer notice: _____] of the Guarantee;

(b) cancellation fewer than [Longer cancellation notice (days): _____] but at least [Shorter cancellation notice (days): _____] days before the Event Date: [Share owed between the two notices: _____] of the Guarantee;

(c) cancellation fewer than [Shorter cancellation notice (days): _____] days before the Event Date, or on that date: [Share owed for less notice: _____] of the Guarantee.

31.3 **Credit and reduction.** The Deposit and other sums paid are credited. The Artist will refund any excess within 10 Business Days. If the Artist accepts another engagement for the Event Date, the payment is reduced by the net fee it actually receives. The Artist must use reasonable efforts to find one but need not accept an unsuitable engagement.

31.4 **Reasonable estimate.** The Parties agree that the Artist's loss from a cancellation, including lost dates that can no longer be sold and travel already arranged, would be hard to calculate at the Signing Date, and that the bands are a fair estimate and not a penalty. The Artist may not recover additional damages for the cancellation itself, except non-refundable travel it booked under Section 11 and interest under Section 10.4.

31.5 **Failure of payment or of the Event.** If the Purchaser fails to pay the Deposit or Balance and does not cure under Section 35, or, other than because of a Force Majeure Event, to which Section 33 applies, cancels the whole Event or fails to provide a safe Venue or a license the law requires, the Artist may treat that as cancellation on that date. If the Artist is ready, willing and able to perform on the Event Date but the Purchaser does not allow it to, other than because of a Force Majeure Event, to which Section 33 applies, Section 31.2(c) applies.

31.6 **Public notice.** On cancellation each Party will agree a short, truthful public notice and will not blame the other without a good reason.

32. Cancellation or non-appearance by the artist

32.1 **No cancellation right for convenience.** The Artist may not cancel the Engagement except as this Agreement allows. A better offer is not a reason.

32.2 **Notice.** If the Artist cannot perform, it will tell the Purchaser at once by telephone and in writing, and give the reason and any substitute date or act it can offer.

32.3 **Refund.** If the Artist cancels or does not appear for a reason other than a Force Majeure Event or the Purchaser's breach, it will return all payments within five Business Days and reimburse the Purchaser's

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reasonable, documented costs that can no longer be avoided, such as advertising, ticket printing, refund processing and a substitute act's extra cost, up to [Cap on costs if the artist cancels: _____] in total.

32.4 **Partial performance.** If the Artist starts but does not complete the Performance because of its own fault, the Artist will refund the part of the Guarantee that reflects the playing time not given, unless the Parties agree otherwise. This refund does not count toward the cost cap in Section 32.3.

32.5 **Nature of remedy.** The Parties understand that a personal performance cannot ordinarily be compelled. The refund and costs in this Section are the Purchaser's remedy for non-appearance, without limiting the exceptions in Section 30.3.

33. Weather, illness and force majeure

33.1 **Meaning.** A "Force Majeure Event" is an event beyond a Party's reasonable control that it could not have avoided by reasonable care and that prevents it from performing. It includes fire, flood, earthquake, severe weather that makes the Event unsafe, epidemic or public health order, war, terrorism, civil disorder, a general travel or power failure, strike not limited to that Party's own staff, death, sudden serious illness or injury of an Essential Performer, and an act of government not caused by that Party. It does not include lack of funds, poor ticket sales, a change of mind or a rise in cost. An "Artist-side event" is a Force Majeure Event that is the death, sudden serious illness or injury of an Essential Performer, a travel failure that stops Artist Personnel reaching the Venue, or a visa refusal or delay to which this Section applies under Section 25.3. Every other Force Majeure Event is a "Purchaser-side event".

33.2 **Notice.** The affected Party will notify the other promptly, give reasonable proof and try to reduce the effect. The duty to pay money already due is not excused.

33.3 **Before travel.** If a Purchaser-side event prevents the Performance before the Artist has begun to travel to the Event, neither Party is in breach. The Artist will return the Deposit and other sums paid, less reasonable non-recoverable travel costs that the Purchaser had approved in writing.

33.4 **After travel or at the Venue.** If a Purchaser-side event prevents or stops the Performance after the Artist has begun to travel to the Event or has arrived, the Purchaser will pay [Share owed if a purchaser-side event stops the show: _____] of the Guarantee. If the Purchaser-side event stops the Performance after at least half of its scheduled playing time, the full Guarantee is payable instead. Sums already paid are credited and the Artist will refund any excess. If the Artist could not have performed anyway, this Section 33.4 does not apply, and Section 32 or 33.5 applies, depending on the reason.

33.5 **Artist-side event.** If an Artist-side event prevents the Performance, whether before or after travel begins, the Artist returns all sums paid and neither Party owes damages. If it stops the Performance part way, the Artist keeps the part of the Guarantee that reflects the playing time given and returns the rest. The Artist will use reasonable efforts to offer another date.

33.6 **Outdoor events.** For an outdoor Event the Purchaser bears the risk of rain, wind and heat that are ordinary for the place and season and must provide the cover stated in Schedule B. A weather decision is made by [Weather decision time: _____] on the Event Date, unless danger arises later.

33.7 **Long events.** If a Force Majeure Event is likely to last more than 30 days and prevents the Performance, either Party may end this Agreement by written notice and Section 33.3, 33.4 or 33.5 applies to the sums paid.

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34. Rescheduling

34.1 **Request.** Either Party may ask in writing to move the Event Date. The other will answer within five Business Days. Neither is bound to agree, except that after a Force Majeure Event the Parties will discuss a new date in good faith for 15 Business Days.

34.2 **Signed change.** A new date is binding only when both Parties sign an amendment that states the new date, times, Venue and any change to the Fee, travel and Riders.

34.3 **Deposit.** On a new date the Deposit moves to it, and nothing is refunded merely because of the change. The cancellation bands in Section 31 run from the new date, unless the new date is more than 12 months after the first date, when either Party may ask for an amended fee.

34.4 **Costs.** The Party that asks for the change pays the other's reasonable and unavoidable costs of changing travel, lodging and bookings, unless the change follows a Force Majeure Event, when each bears its own.

34.5 **No agreement.** If no new date is signed after the discussion period, Section 33 decides the money and the Agreement ends.

35. Default, cure and termination

35.1 **Default.** A Party is in default if it fails to pay a sum when due, materially breaks another term, or makes a statement in Section 27 that is materially untrue.

35.2 **Cure.** The other Party may give written notice of the default. The Party in default has [Cure period: _____] to cure it. If the Event Date or the safety of people would be threatened by waiting, the notice may give a shorter reasonable time. No cure period applies to a failure to appear, a breach that cannot be cured or a repeated breach.

35.3 **Termination.** If a default is not cured, the other Party may end this Agreement by notice. If the Purchaser is in default, Section 31 applies to the Artist's compensation. If the Artist is in default, Section 32 applies to the refund.

35.4 **Insolvency.** A Party may ask for reasonable security for its performance if the other has ceased to pay its debts, has become insolvent or has started liquidation, so far as the law allows.

35.5 **Duties after termination.** Termination does not end sums already earned, or Sections 9.6, 12, 14, 20, 24, 29, 30, 36, 37, 38 and 39.

35.6 **Legal remedies.** A right in this Agreement adds to the rights and remedies at law, except where a Section says it is the only remedy.

36. Conduct, harassment and confidentiality

36.1 **Standards.** Each Party will treat the other's people with respect and will not tolerate harassment, discrimination, assault or threats. Each will give a contact to whom a complaint can be made and will deal with a complaint promptly.

36.2 **Removal.** A Party may ask the other to remove a person who behaves dangerously or abusively. The removal of Artist Personnel does not excuse the Artist's duties if a substitute is available, and removal of a Purchaser's staff member does not excuse the Purchaser's. A Performer may stop performing because of

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a genuine threat of violence.

36.3 **Confidentiality.** Each Party will keep confidential the other's non-public business, financial, tax and contact information, and use it only for the Engagement. This does not cover information that is public, already known, independently developed or required to be disclosed by law, court or a tax authority.

36.4 **What is not restricted.** Nothing in this Agreement prevents a person from reporting a crime or an unlawful act, speaking to a public agency or lawyer, or talking about sexual harassment, sexual assault or other unlawful conduct. Nothing in this Section can be used to keep confidential a dispute of that kind.

36.5 **Public statements.** A Party may post truthful statements and honest reviews about the Event. Neither Party may disclose the Fee to the press without the other's consent, unless the law requires it. Either Party may share this Agreement with its legal, tax and insurance advisers and its agent.

37. Dispute resolution

37.1 **Talk first.** The Parties will try in good faith to settle a dispute by a discussion between people with authority within 10 Business Days after one gives written notice.

37.2 **Mediation.** If the discussion fails, either Party may ask for mediation by a mediator the Parties agree on. Each pays its own costs and half of the mediator's fee. A Party may seek urgent court relief at any time.

37.3 **Final forum.** The forum for a dispute that is not settled is: **[Final forum for disputes: _____]**. If it says "arbitration", a single arbitrator administered by the provider named here ([Arbitration provider: _____]) decides the dispute under its rules for commercial disputes, in the county of the Event, and judgment may be entered on the award. If it says "court", Section 38.2 applies.

37.4 **Claims not covered.** Arbitration does not apply to a claim that the law does not allow the Parties to require to be arbitrated. It does not apply to a dispute of sexual assault or sexual harassment, if the person who makes the claim chooses a court. Either Party may bring a claim in small claims court, and may go to court to protect intellectual property or to stop unauthorized recording.

37.5 **Costs.** Each Party pays its own legal costs, except where this Agreement or the law provides otherwise, and the indemnity in Section 29 is not affected.

37.6 **Continuing performance.** A dispute does not excuse a Party from performing the parts of this Agreement not in dispute, if performance is safe and reasonable.

38. Governing law and venue

38.1 **Governing law.** The laws of [Governing state: _____] and applicable federal law govern this Agreement, without regard to conflict-of-laws rules.

38.2 **Courts.** If the dispute is decided in court, the state and federal courts located in [County for court: _____] have jurisdiction, and each Party accepts that jurisdiction.

38.3 **Protected rights.** Nothing in this Section takes away a right that a mandatory law of the place of the Performance or of the performer's home gives and that cannot be waived by agreement.

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39. Notices

39.1 **Form.** A formal notice, including one of cancellation, breach, default, indemnity or change of bank details, must be in writing and delivered by hand, recognized courier, certified mail or email to the address in Section 1.1. Day-to-day show matters may be sent by text or telephone to the contacts in Schedule A.

39.2 **Receipt.** A notice delivered by hand is received on delivery. A courier or mailed notice is received on the recorded delivery date. An email is received when sent if no failure message is returned, or on the next Business Day if sent after 6 p.m. at the recipient's place. An email notice of cancellation or default must also be sent by courier or certified mail, but it is effective when the email is received.

39.3 **Change of details.** A Party changes its details by notice to the other, and Section 10.2 still applies to bank details.

40. Assignment and subcontracting

40.1 **Personal services.** The Artist's services are personal and unique. The Artist may not assign this Agreement or substitute another act without the Purchaser's signed consent.

40.2 **Purchaser's assignment.** The Purchaser may assign this Agreement only with the Artist's written consent, and remains liable for the Guarantee unless the Artist agrees otherwise. Consent is not required for transfer to a successor that takes over the whole Event and the written obligations.

40.3 **Subcontractors.** Each Party may use subcontractors for tasks such as sound, security, transport and production, and remains responsible for their acts.

40.4 **Right to receive payments.** The Artist may direct that payments be made to its agent or business manager.

41. Entire agreement, riders, amendment, waiver and severability

41.1 **Entire agreement.** This Agreement with Schedules A to D and the Riders is the whole agreement between the Parties about the Event, and replaces earlier drafts, offers, riders, hold emails and talks. This does not exclude liability for fraud.

41.2 **Order of precedence.** If documents conflict, the order is: a signed amendment; the numbered Sections; Schedule A; Schedule B; Schedule C; any other rider. A rider sent after signing does not bind the Purchaser unless it signs it.

41.3 **Amendment.** A change is effective only if both Parties sign it in writing. The exception is a day-of-show overtime confirmation under Section 4.5.

41.4 **Waiver.** A failure or delay in using a right is not a waiver. A waiver must be in writing and applies only to the event it names.

41.5 **Severability.** If a term is invalid, the rest stays effective and the term is read to have as much lawful effect as possible.

41.6 **Reading.** Headings are for ease of reading. "Including" does not limit. Both Parties have had a chance to seek legal advice, and no term is to be read against the Party who drafted it, so far as the law allows.

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41.7 **Third parties.** Except for persons entitled to indemnity, nobody other than the Parties has rights under this Agreement.

42. Counterparts and electronic signatures

42.1 **Counterparts.** This Agreement may be signed in counterparts, which together make one document.

42.2 **Electronic signatures.** Electronic signatures and scanned copies have the same effect as originals, so far as the law allows. Each Party agrees to do business electronically for this Agreement and may ask for a paper copy at no charge.

42.3 **Delivery.** A Party that signs must send a copy to the other, and each keeps a complete signed copy with Riders.

43. Writing and authority to sign for the band

43.1 **Written agreement.** The Parties intend the signed writing to show every essential term. If this Agreement covers more than one date or a period that cannot end within one year of the Signing Date, it must be signed by every Party that is to be bound.

43.2 **Band authority.** The person who signs for a band, partnership or company confirms authority to sign for it and for each featured Performer listed in Section 6. If the Artist is not a legal entity, all members must sign, or the signer must attach written authority from each member who does not.

43.3 **Joint responsibility.** If two or more people sign as the Artist without a legal entity, each is jointly and severally liable for the refund of payments, but the Purchaser may recover only once.

43.4 **Purchaser authority.** The person signing for the Purchaser confirms authority to sign. An individual who signs for a company not yet formed is personally bound until the company confirms the Agreement in writing.

43.5 **Division among members.** The division of the Fee among members is for the Artist to decide. Payment to the payee in Section 10.2 satisfies the Purchaser's duty to all of them, subject to any direct rights under law.

The Parties sign this Agreement on the dates below.

Purchaser: [Purchaser's full legal name: _____]
Signature:
Name: [Purchaser's signer: _____]
Title: [Purchaser signer's title: _____]
Date:

Artist: [Artist's legal name: _____], professionally known as [Artist's stage name: _____]
Signature:
Name: [Artist's signer: _____]
Title or role: [Artist signer's title: _____]
Date:

Other featured Performers who must sign (if the Artist is not a legal entity):

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Name: [Other members who must sign: _____]
Signature:
Date:

Parent or guardian of a Performer under 18 (if any):
Name: [Parent or guardian of a minor: _____]
Relationship and name of minor: [Guardian's relationship and the minor's name: _____]
Signature:
Date:

SCHEDULE A: DEAL AND EVENT SHEET

Part 1. People

Purchaser's day-of-show contact: [Purchaser's contact on the day: _____]
Artist's day-of-show contact: [Artist's contact on the day: _____]
Agent (if any): [Artist's agent: _____]
Production contact at the Venue: [Production contact: _____]

Part 2. Times on the Event Date

Load-in: [Load-in time: _____]
Sound check: [Sound check start: _____] to [Sound check end: _____]
Doors: [Doors open: _____]
Support act(s): [Support act times: _____]
Artist on stage: [Performance start time: _____] to [Performance end time: _____]
Curfew: [Curfew: _____]
Load-out complete: within [Load-out period: _____] after the Performance

Part 3. Services and money

Services: [Number of sets: _____] set(s) of [Length of each set: _____] on the Event Date, with the related load-in, sound check and load-out
Deal type: [Deal type: _____]
Guarantee: [Guarantee: _____]
Deposit and due date: [Deposit: _____], due [Deposit due date: _____]
Balance: [Balance: _____], due [When the balance is due: _____]
Percentage rate and split point (if any): [Percentage of Net Receipts: _____]; [Split point for option (c): _____]
Overtime: [Overtime rate: _____] for each started [Overtime period: _____]
Payment method: [Payment method: _____]
Travel, meal or other buyout: [Agreed buyouts: _____]
Gross-up of withheld tax (none unless stated): [Gross-up of withheld tax: _____]

Part 4. Tickets and deductions

Ticket types and total prices: [Ticket types and total prices: _____]
Tickets available for sale: [Tickets on sale: _____]
Complimentary allotment for the Purchaser: [Purchaser's free tickets: _____]

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Maximum ticketing and card charges: [Maximum ticketing and card charges: _____]
Event expenses allowed in Net Receipts and maximum: [Allowed event expenses: _____]
Merchandise commission: [Merchandise commission: _____]

Part 5. Content and special songs

Special songs or cues: [Special songs or cues: _____]
Content standard: [Content standard: _____]

Part 6. Promotion

Artist billing as printed: [Artist's stage name: _____], [Artist's billing position: _____]
Recording and streaming: [Recording and streaming allowed: _____]

SCHEDULE B: TECHNICAL RIDER

1. Stage. Minimum clear size: [Stage size: _____]. Height, steps and ramp: [Stage height, steps and ramp: _____]. Weather cover for an outdoor stage: [Weather cover: _____]. The stage must be level and must carry the loads of the Artist's equipment.

2. Sound. The Purchaser provides: [Sound system: _____]. The system must cover the whole audience area evenly at the agreed level and must be in place, tested and free from faults before load-in.

3. Monitors. [Monitors: _____]

4. Microphones, stands and direct boxes. [Microphones and input list: _____]

5. Backline. [Backline: _____]

6. Lighting. [Lighting: _____]

7. Power. [Power: _____]

8. Stagehands and crew. [Stagehands: _____]

9. Artist brings. [Equipment the artist brings: _____]

10. Wireless frequencies. [Wireless frequencies: _____]

11. Stage plot. The Artist will email its stage plot and input list by [Deadline for the stage plot: _____]. A later change needs the Purchaser's agreement if it adds cost.

12. Contact for technical matters. [Technical contact: _____]

SCHEDULE C: HOSPITALITY RIDER

1. People to feed and house. [Number of people to feed: _____] people.

2. Dressing room. [Dressing room: _____]

3. Meal before the Performance. [Meal: _____]

4. Drinks and snacks. [Drinks and snacks: _____]

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5. Diets and allergies. [Diets and allergies: _____]. The Purchaser must confirm safe handling of any allergy listed here.

6. Towels and water on stage. [Towels and stage water: _____]

7. Lodging details. [Lodging: _____]

8. Parking and access passes. [Parking: _____]; [Access passes: _____]

9. Guest list. [Number of free guest entries: _____] guests, list due by [Deadline for the guest list: _____].

SCHEDULE D: SETTLEMENT STATEMENT FORM

The Purchaser completes this form and gives it to the Artist's representative within the time in Section 9.4. For a flat guarantee, complete lines 7 to 11 only.

1. Tickets sold and gross ticket receipts: [Tickets sold and gross receipts: _____]

2. Less admission or sales tax: [Admission or sales tax: _____]

3. Less ticketing and card charges (within the cap): [Ticketing and card charges: _____]

4. Less allowed Event expenses (within the cap), with refunds: [Allowed expenses and refunds: _____]

5. Net Receipts (line 1 less lines 2 to 4): [Net Receipts: _____]

6. Artist's percentage calculation and Percentage Payment above the Guarantee: [Percentage calculation: _____]

7. Guarantee: [Guarantee: _____]

8. Overtime, buyouts and approved reimbursements: [Overtime, buyouts and reimbursements: _____]

9. Less Deposit and other payments already received: [Payments already received: _____]

10. Less tax required to be withheld (state the law and rate): [Tax withheld: _____]

11. Amount paid at settlement (lines 6, 7 and 8 less lines 9 and 10) and method: [Amount paid at settlement: _____]

Unresolved items and agreed deadline: [Unresolved items: _____]

The statement may be corrected under Section 9.5 or after an audit under Section 9.6. Signing it confirms receipt and is not a release.

Purchaser's representative:
Signature:
Printed name:
Date and time:

Artist's representative:

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Signature:
Printed name:
Date and time:

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