

# Performance / Promoter Agreement (Template)

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**TEMPLATE ONLY — not legal advice. Have an entertainment attorney review before signing.**

This is a plain-English performance agreement between an artist/act and a promoter (or talent buyer) for a single engagement. Fill the brackets, delete inapplicable options, and attach the technical rider, hospitality rider, and stage plot as exhibits. For multi-date runs, use one agreement per date or a master agreement with a dated schedule.

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## 1. Parties

This Performance Agreement (the “Agreement”) is made on **[DATE]** between:

- **Artist / Furnishing Company:** [LEGAL NAME / LOANOUT CO.], for the services of the performer professionally known as **[ARTIST NAME]** (“Artist”), c/o **[MANAGEMENT COMPANY / GREYSCALE MUSIC GROUP]**, [ADDRESS], represented by [MANAGER NAME], [EMAIL], [PHONE].
- **Purchaser / Promoter:** [LEGAL NAME OF PROMOTER OR ENTITY] (“Purchaser”), [ADDRESS], represented by [CONTACT NAME], [EMAIL], [PHONE].

Artist’s booking agent (if any): [AGENCY NAME / AGENT], [EMAIL], [PHONE].

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## 2. Engagement, Date & Venue

- **Venue:** [VENUE NAME], [FULL ADDRESS]
  - **Venue capacity:** [#] **Configuration:** [seated / standing / GA]
  - **Performance date:** [DATE]
  - **Set length:** [#] minutes ([#] minute minimum), plus [#] minute encore if applicable
  - **Billing:** Artist appears as [HEADLINER / DIRECT SUPPORT / SUPPORT]. Billing size/position: [e.g., 100% headline / 50% support].
  - **Doors:** [TIME] **Artist set time:** approx. [TIME] **Curfew:** [TIME]
  - **Soundcheck:** Purchaser shall provide a soundcheck of no less than [#] minutes, no later than [TIME], with no audience present.
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## 3. Compensation

Purchaser shall pay Artist the following for the performance (choose and complete the applicable structure):

**A. Guarantee (flat fee):** - **Guarantee:** \$[AMOUNT] USD, paid in full as set out in Section 4.

**B. Guarantee vs. Percentage (versus deal):** - **Guarantee:** \$[AMOUNT], **OR** [#]% of net box office receipts after approved show expenses, **whichever is greater.** - **Show expenses cap / approved costs:** [list/cap — e.g., production, marketing, support, venue rent up to \$[AMOUNT]], itemized and reconciled at settlement.

**C. Backend / Door Split:** - **Split:** [#]% to Artist / [#]% to Purchaser of [gross / net] door receipts. - **Plus guarantee against split (if any):** \$[AMOUNT] guaranteed against [#]% of net.

**D. Bonuses (optional):** - Artist receives an additional \$[AMOUNT] / [#]% once paid attendance exceeds [#] tickets ("breakpoint").

**Ticketing:** - Ticket price(s): \$[AMOUNT] adv / \$[AMOUNT] door. Scaling/tiers: [FILL IN]. - Purchaser provides Artist/management with a **manifest and live counts** on request and a **final, certified box-office statement at settlement.** - Comp tickets are capped at [#] and count as zero toward the split unless agreed in writing.

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## 4. Deposit & Payment Terms

- **Deposit:** [#]% (\$[AMOUNT]) due no later than [DATE / # days before show] via [wire / ACH / check], payable to [PAYEE]. The deposit is **non-refundable except as provided in Section 6.**
  - **Balance:** The remaining guarantee and any percentage overages are due **in full on the show date, before the performance,** by [cash / certified funds / wire confirmed], to [TM / management] at the venue.
  - **Wire/banking details:** provided separately to protect account information.
  - **Late/short payment:** If full payment is not made before the set, Artist reserves the right to not perform, retain the deposit, and recover all costs, without it being a breach by Artist.
  - **Withholding/taxes:** Each party is responsible for its own taxes. Any required withholding must be disclosed and documented in advance.
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## 5. Cancellation & Force Majeure

- **Cancellation by Purchaser:** If Purchaser cancels for reasons other than force majeure, Purchaser shall pay Artist the **full guarantee** as liquidated damages, and Artist retains the deposit. (Optional sliding scale: [#]% if canceled within [#] days; 100% within [#] days.)
- **Cancellation by Artist:** If Artist cancels for reasons other than force majeure or Purchaser's breach, Artist shall **refund the deposit** and the parties will work in good faith to reschedule. Artist is not otherwise liable for Purchaser's expenses.
- **Force Majeure:** Neither party is liable for failure to perform due to events beyond reasonable control (acts of God, severe weather, fire, government order, public-health emergency, death/serious illness of Artist, travel shutdown, venue closure, etc.). In that case the deposit is **returned** (or applied to a mutually agreed rescheduled date), and neither party owes further damages.

- **Illness:** Artist will use reasonable efforts to notify Purchaser promptly. A doctor's note may be requested.
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## 6. Merchandise

- Artist has the **exclusive right to sell Artist merchandise** at the venue. Purchaser shall provide a suitable, well-lit, accessible selling space, table(s), and [#] chair(s).
  - **Merch commission to venue/Purchaser:** [0% / [#]% of net soft goods; [#]% of media/music].  
**No commission on items sold by Artist's own seller** unless stated here.
  - Artist may use its **own seller**; if the house requires its own seller, the house seller works under Artist's direction and counts in/out are reconciled at settlement.
  - Purchaser warrants the venue has no exclusive merch vendor that overrides this section; any such exclusive must be disclosed before signing.
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## 7. Hospitality & Production Responsibilities

**Purchaser shall provide, at Purchaser's sole cost, unless noted:** - A professional sound system and qualified engineer adequate for the venue, plus monitors per the attached **technical rider** (Exhibit A). - Stage lighting and a qualified operator per the **stage plot/lighting plot** (Exhibit B). - [#] qualified stagehands/loaders for load-in and load-out. - A clean, private, lockable dressing room/green room with [list essentials]. - Hospitality (food, beverages, towels, water) per the attached **hospitality rider** (Exhibit C), or a buyout of \$[AMOUNT] per person in lieu. - Adequate, secure parking for [VEHICLE TYPE], local ground/load-in access, and venue power. - All venue-required licenses, permits, PRO/performance licenses (ASCAP/BMI/SESAC), security, ushers, ticketing, and local marketing.

**Artist shall provide:** the performance, backline/instruments as specified in the rider as Artist-supplied, Artist's FOH/monitor/LD personnel as listed, and timely arrival for soundcheck.

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## 8. Production, Marketing & Advancing

- The parties (or their tour/production managers) will **advance** the show no later than [#] days prior: schedule, tech, hospitality, guest list, settlement method, and contacts.
  - Purchaser controls local marketing and must use **only Artist-approved name, likeness, logos, and assets**. Artist's billing/credit must appear as specified in Section 2.
  - Guest list: Artist receives [#] comps per show; Purchaser receives [#]. Submitted by [TIME] day of show.
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## 9. Recording, Broadcast & Content

- No audio, video, or streaming recording or broadcast of the performance is permitted **without Artist's prior written consent**.

- “Press/promo” filming (first [#] songs, no flash) may be allowed by mutual agreement and credentialed by Artist/management.
  - Any approved capture: ownership, usage, and clearances to be set in writing. Audience phone use for personal, non-commercial clips is excluded from this restriction.
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## 10. Insurance & Liability

- Purchaser shall maintain **comprehensive general liability insurance** of not less than \$ [AMOUNT, e.g., 1,000,000] per occurrence covering the event, and shall name Artist, [FURNISHING CO.], and [MANAGEMENT COMPANY] as **additional insureds** on request, providing a certificate of insurance before the show.
  - Purchaser is responsible for the safety and security of the venue, audience, Artist, and Artist’s personnel and property while on site.
  - Each party will indemnify and hold the other harmless from claims arising out of its own negligence or breach, to the extent permitted by law.
  - Artist carries its own equipment insurance for Artist-owned gear unless otherwise agreed.
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## 11. Sound Limits, Curfew & Overages

- Any venue sound limit or curfew must be disclosed in advance. If the venue imposes a curfew, the set may be shortened pro-rata without penalty to Artist, provided the limitation was disclosed before signing.
  - Curfew overage penalties (if any) are **Purchaser’s responsibility** unless caused solely by Artist’s late start.
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## 12. Miscellaneous

- **Independent contractors:** Nothing here creates a partnership or employment relationship.
  - **Exclusivity/radius (optional):** Artist agrees not to perform within [#] miles of the venue for [#] days before/after the show. [Delete if not applicable.]
  - **Assignment:** Neither party may assign this Agreement without the other’s written consent, except Artist may assign to its furnishing/loanout company.
  - **Entire agreement:** This Agreement plus its Exhibits is the entire agreement and supersedes prior discussions. Changes must be in writing and signed by both parties. In a conflict between this Agreement and a rider, **this Agreement controls** unless the rider says otherwise in writing.
  - **Governing law / disputes:** Governed by the laws of the State of [STATE]. Disputes resolved in [COURTS / mediation then arbitration in [CITY, STATE]].
  - **Counterparts/e-signature:** May be signed in counterparts and by electronic signature.
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## 13. Signatures

**Artist / Furnishing Company** Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Name & title: [FILL IN]

**Purchaser / Promoter** Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Name & title: [FILL IN]

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### Exhibits

- **Exhibit A** — Technical Rider (input list, backline, stage plot)
- **Exhibit B** — Lighting Plot / Production Spec
- **Exhibit C** — Hospitality Rider
- **Exhibit D** — Insurance Certificate (provided by Purchaser)

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