

Booking Agreement

THIS AGREEMENT made this _____ day of _____, 20____, by and between
 _____ (“Presenter”) and
 _____ (“Act”).

In consideration of the mutual covenants, terms, and conditions contained herein, the parties hereby agree as follows: The Presenter hereby engages the Act to perform and the Act agrees to perform the Engagement (“Engagement”) upon the following terms and conditions:

1. The Act will commence performances beginning on _____ and ending on _____. The Act will present _____ performances upon the following schedule:

_____matinee performances on _____, curtain time at _____ [a.m.] [p.m.]
 _____evening performances on _____, curtain time at _____p.m.

All shows will commence, more or less, at the scheduled curtain time.

2. The Act is more specifically described as follows:

3. The Presenter will pay the Act the nonrefundable fee of _____, not less than _____ days prior to the first performance. Such fee will be a guarantee against the Act's percentage of the gross box office sales as described in paragraph four below.

4. After first deducting the guaranteed fee described in paragraph three above, the Act will also be entitled to _____percent of the Gross Box Office Ticket Sales for each performance.

Gross Box Office Ticket Sales will consist of ticket sales from all sources, including (but not limited to) box office, telephone, mail order, Ticketmaster, group, Internet, subscription, and ticket brokers, less sales commissions and taxes. Not later than five business days after the last performance, the Presenter will pay the Act its percentage of the gross box office ticket sales for the engagement, accompanied by a detailed accounting statement signed by the Presenter and the box office Treasurer describing the disposition of all available tickets for each performance of the engagement.

5. The engagement will occur at _____ Theater, located at _____

6. Ticket prices will range from _____ to _____ dollars.

7. The Act will be entitled to _____pairs of house seats for each performance at the full box office price. House seats will be located in the section and rows customarily reserved for house seats in the particular theater. For matinee performances, the Act must purchase the seats not later than _____hours before the performance; those house seats not purchased for that performance will be offered for sale to the general public. For evening performances, the Act must purchase the house seats not later than _____hours before the performance; those house seats not purchased for that performance will be offered for sale to the general public. House seats may not be resold at a premium above the full box office price. The Act agrees to comply with all of the local laws, rules, and regulations pertaining to the use and disposition of house seats.

8. Presenter, at its own expense, will provide transportation to and from the Act's city of residence to the city of performance, upon the following terms:

_____.

9. Presenter, at its own expense, will provide housing accommodations for the Act in the city of performance, during the engagement, upon the following terms:

_____. Said accommodations will be for all persons comprising the Act, as described in paragraph 17 below.

10. Presenter, at its own expense, will provide round trip transportation for the Act within the city of performance, from the Act's living quarters to the theater for rehearsals and performances, upon the following terms:

_____. Said transportation will be for all persons comprising the Act as described in paragraph 17 below.

11. In addition thereto, the Presenter, at its own expense, will provide the following special requirements of the Act: _____.

Presenter understands the same are for the comfort and well-being of the Act during its employment by the Presenter.

12. The Presenter, at its own expense, will provide security to the Act during its employment by the Presenter, as follows: _____.

13. Both parties understand and agree that publicity and promotion are essential to the successful marketing of the Act's engagement. Therefore the Act agrees to cooperate with all of the Presenter's reasonable publicity, promotional, and marketing efforts, including making itself available for interviews by the press in all media before and during the engagement. The parties further agree to the following additional methods of publicity and promotion: _____.

The parties will maintain joint control over the disposition of complimentary tickets given to bona fide members of the Press.

14. Both parties understand and agree that it is essential to the successful marketing of the Act's engagement and essential to secure the Presenter's investment that the Act's services will be exclusive to the Presenter. Accordingly, the Act hereby agrees that it will not perform for another Presenter within a _____miles radius of the present engagement for a period of at least _____days before its first performance and a period of at least _____days after its last performance under this contract. Notwithstanding the foregoing, the Act may perform brief excerpts from its show, not to exceed _____(seconds) on radio or television broadcasts before and during its engagement for the purpose of publicizing and promoting itself and the engagement.

15. The Act represents and warrants that it either owns or has the license and permission to perform all material copyrighted by others in its show and that it will do nothing to infringe upon the copyrighted material of any persons or entities for which it does not have an appropriate license.

16. The Presenter, at its own expense, will provide front of the house management and personnel, and also a stage crew consisting of the following:_____.

17. The Act, at its own expense, will provide the elements necessary to provide a full and complete attraction, which will consist of _____.

18. In the event the Act requires on or off stage personnel, in addition to those persons provided by the Presenter, the Act, at its own expense, will provide same.

19. The Act will receive billing credits in all advertising, promotion, and publicity, as follows:_____.

20. The Presenter will pay for all costs of theater rental and maintenance, publicity, advertising, and promotional materials, as follows:_____.

21. All publicity, advertising, and promotional materials issued by the Presenter are subject to the approval of the Act, which approval will not be unreasonably withheld. The parties will maintain joint control over the disposition of tickets to members of the press.

22. During this engagement, the Act reserves the exclusive right to offer and sell to patrons merchandise, including wearing apparel, recordings, souvenir books, toys, games, jewelry, and other souvenirs containing its logo and/or trademarks. The Act agrees to offer and sell same only out of the concession stands located about the theater before, during, and after its performances. The Act further understands and agrees that the Producer and/or the Theater has a previously existing contractual arrangement with _____[the professional concessionaire] for the exclusive right to sell concessions and souvenir merchandise during engagements at the Theater.

Accordingly, the parties will split the proceeds (after deduction for sales taxes and the cost of refunds and returns) from the sale of merchandise, as follows:

_____ % to the Act

_____ % to _____[Professional Concessionaire]

_____ % to the Producer

_____ % to the Theater

The Act will establish the gross sales prices for the merchandise so offered for sale, in consultation with _____[Professional Concessionaire].

23. The Producer will provide rehearsal space to the Act, at his own expense, as follows:_____.

_____ upon the following schedule:_____.

24. No broadcasts or recordings, whether by film, video, audio, or other means may be made of the performances. Notwithstanding the foregoing, the Producer may present a brief excerpt from the performance, not to exceed _____seconds, whether live, filmed, or on tape, on commercial radio or television broadcasts, including news programs, for the sole purpose of promoting and publicizing the producer's presentation of the Act, and provided the Producer does not receive any compensation or profits thereof, except for nominal out of pocket expenses connected thereto. The Producer will

post notices in and about the theater, as well as publish same in the programs, that the recording of the performance by patrons or any others is strictly prohibited. Producer will use his best efforts to prevent same. The Producer will not use the Act's name and/or likeness or photographs or permit the use of same to expressly or imply any endorsement or tie in to any commercial product without the express written consent of the Act.

25. This contract is for the personal services of the Act and it may be not be assigned without the written consent of the producer.

26. The Act will at all times comply with the rules and regulations of the Producer and the Theater, as well as with all applicable building and fire codes imposed by the local authorities having jurisdiction thereof.

27. All notices required hereunder shall be contained in a writing and mailed to the parties by certified mail, return receipt requested, at the addresses following their signatures. The notices will be effective on the date of mailing hereof.

28. Except when the only remedy that will prevent irreparable harm is equitable relief, the parties agree to submit any disputes arising under this Agreement to arbitration conducted by a member of and under the commercial rules of the American Arbitration Association, in the city of _____. The Arbitrator will require the losing party to pay the reasonable costs and attorney's fees of the prevailing party. Any court of competent jurisdiction may enter judgment upon the award so granted.

In Witness Whereof, the parties have hereunto set their hands and seals this day and date first above written.

_____ (Producer)

_____ (Address)

_____ (Act)

By: _____ (Title)

_____ (Address)

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.