

# BOOKING AGREEMENT CHECKLIST

THIS IS A CHECKLIST OF KEY DEAL POINTS AND ISSUES IN A BOOKING AGREEMENT. IT DOES NOT COVER EVERY ISSUE THAT MIGHT ARISE. EVERY DEAL IS DIFFERENT IN SOME WAY. YOU SHOULD GET LEGAL ADVICE ON LEGAL AGREEMENTS BEFORE YOU SIGN THEM. BUT THIS CHECKLIST IS A GREAT STARTING POINT.

*Remember to check out the Booking Agreement Fact Sheet for further information.*

## **1. ARTIST(S) DETAILS**

- 1.1. Name(s) (include band/performing name, as well as names of persons).
- 1.2. ABN(s) and account number.
- 1.3. Address.
- 1.4. Contact person, email and phone number.

## **2. HIRER'S DETAILS**

- 2.1. Correct entity name, trading name (if any) and ACN or ABN.
- 2.2. Address.
- 2.3. Contact person, email and phone number.

## **3. PERFORMANCE DETAILS**

- 3.1. Venue details (name, room name, address, capacity, contact person (different for stage and lighting?)), numbers, sound or time restrictions:
  - a) Stage requirements.
  - b) Power requirements.
  - c) Transport arrangements.
  - d) Volume limits and monitoring.

- 3.2. Date(s).
- 3.3. Times:
  - a) Equipment access.
  - b) Soundcheck.
  - c) Doors open.
  - d) Bump out.
- 3.4. Performance:
  - a) Number of sets.
  - b) Duration of each set.
  - c) Duration of breaks.
- 3.5. Artist rider (refreshments, meals, accommodation?).

#### **4. FEE (OR BASIS OF CALCULATION)**

- 4.1. Guarantee, door charge, or mixture?
- 4.2. Deposit (timing of deposit payment).
- 4.3. Payment method and time (e.g. "by cash immediately after each performance").
- 4.4. GST included (artist registered for GST?).
- 4.5. Cover charge (percentage of door to artist?).
- 4.6. Minimum ticket sales?
- 4.7. Door person charge?
- 4.8. Sound engineers or lighting costs?
- 4.9. Transport and accommodation.

#### **5. PROMOTION**

- 5.1. Who makes promo arrangements and pays?
- 5.2. Stipulate minimum promotional obligations of each party.

#### **6. CANCELLATION AND TERMINATION**

- 6.1. If Venue cancels, what notice/timing attracts what % of fee?
- 6.2. If Artist cancels, who covers incurred venue costs?
- 6.3. Artist no-show (force majeure).

## 7. LIABILITY

- 7.1. Lost or stolen goods.
- 7.2. Injury.
- 7.3. Insurance.

## 8. IF THE ARTIST IS USING A BOOKING AGENT IN NSW, IS THE AGENT COMPLIANT WITH THE ENTERTAINMENT INDUSTRY ACT 2013 (NSW)?

*For more information, you can speak to your local Industry Association, the Arts Law Centre of Australia or a legal practitioner.*



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