

BOOKING AGREEMENT FACT SHEET

REMEMBER TO CHECK OUT THE BOOKING AGREEMENT CHECKLIST THAT GOES WITH THIS FACT SHEET. THE CHECKLIST OUTLINES KEY TERMS IN A BOOKING AGREEMENT AND THIS FACT SHEET PROVIDES SOME MORE DETAILS ON THOSE TERMS.

WHAT IS A BOOKING AGREEMENT?

A booking agreement is an agreement between a performing artist and a venue setting out the key terms and conditions under which the parties agree the artist will perform and (hopefully) get paid.

The agreement should cover the relevant matters set out in the accompanying Checklist. Not all those elements will be present in every booking for a performance. Sometimes arrangements for the fee can be quite complex when they build in a combination of a guaranteed fee, door take, or ticketing take etc. However, this Fact Sheet expands on some key points in the Checklist and is intended to give you an overall idea of what should be in a booking agreement, and any implications you'll need to consider before entering such a contract.

Key Terms of a Booking Agreement

ARTIST(S) DETAILS

It's important that the agreement correctly identifies each of the parties by their proper legal name. This assists with enforcement of the agreement and working out who has what rights under it. It's a good idea to include the names of the natural persons in the group, as well as the band or performing name of the performer, for extra certainty.

HIRER DETAILS

It's also important to identify the correct hirer (it may be the venue, or someone else). If you get the wrong person or do not fill this in properly, it may be difficult to enforce the agreement should something go wrong, and your performance could go unpaid due to a breach by the hirer.

PERFORMANCE DETAILS

These details in the Checklist should be self-explanatory, but it is very important to get the details right so that all technical matters are understood and agreed and, in the run up to showtime, all equipment and production elements are in place. If you turn up with your backline and the venue is not ready for you to sound check or load in, that can create problems for everyone.

It's particularly important to be clear about the rider, particularly if you are travelling and require accommodation and meals.

FEE

There are several ways to organise payment for a performance. Generally, if you're lucky enough to have a booking agent, they will look after all these details for you.

If you are booking direct, then you'll need to work out with the hirer what you're going to get paid, and when. Hopefully there'll be some sort of guaranteed payment, to make the effort worthwhile, but it is not uncommon for bands just to play for the door take, out of which will potentially come with some costs for the venue. Will you be bringing your own door person, or relying on a paid venue staff for that service?

You may be able to negotiate a deposit on your fee, but more often, you'll just have to hope for the best on the night. Beware of hidden venue costs and make sure you understand well before you agree to play what they intend to charge you as a result of booking the venue.

PROMOTION

You should be clear about who's going to promote the gig, and to what extent. At the very least, you could ask the venue to put up posters and other notices and alert their followers on social media about the time, place, and date of your gig. You may also agree to do some promotion of your own through your own networks and platforms. It's a good idea to be clear about these obligations well ahead of the date of the gig.

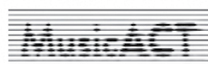
CANCELLATION AND TERMINATION

Gigs get cancelled. There can be different outcomes depending on who cancels or terminates. Generally, if you have the bargaining power, you should negotiate so that if the hirer cancels, you still get paid some of the guarantee (or some cash payment if was going to be a door-only deal). Typically, this is calculated as a percentage of the fee which increases closer in time to the schedule performance date the cancellation occurs. Anything under a week should attract a full fee (because you are unlikely to be able to arrange an alternative performance in time to offset the damage of the termination).

If the band has to cancel, then there's a question of whether it's covered by insurance, or there are venue costs incurred by the venue which would be on charge to the band and taken out of the performance fee, which are now due and owing. That is another reason to be clear (as above) on what charges the venue will be levying against you.

Since the pandemic, it has been more and more common to have "force majeure" clauses under which, if events out of the parties' control (so called "acts of God") mean the contract cannot be performed, no one is at fault. You should read these clauses carefully because sometimes they exclude illness and instead focus primarily on earthquakes, fire, flood damage and war!

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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