

## BOOKING AGENT AGREEMENT

This agreement is made this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, of \_\_\_\_\_, (“Artist”), and \_\_\_\_\_ (“Agent”).

1. Employment of Booking Agent. Artist employs Agent as HIS/HER exclusive Agent to negotiate and secure engagements and to book, manage, and arrange paid work in broadcast, print and creative media. 2. Duties of Booking Agent. As Artist’s exclusive booking agent, Agent will: a. Use all reasonable efforts to obtain engagements for Artist, the fees for which, in the discretion of Agent, will be the highest possible. b. Bill and collect in the name of Agent, all fees from all engagements that Artist might give during the term of this agreement. Should such payments be made payable to Artist, Artist authorizes Agent to give receipts for such payments in HIS/HER full name and to endorse and deposit any such check made payable to Artist for any such engagement. Should any such payment be made directly to Artist, Artist agrees to endorse such payment and promptly turn it over to Agent. Agent then shall remit Artist’s share to Artist or to Artist’s duly-appointed agent. Agent does not guarantee payment, should engaging client default, but does agree to use its best efforts to pursue payment. c. Pay to Artist or to Artist’s duly-appointed agent as Artist’s share, 20% of the gross receipts collected and received for all such engagements given by Artist during the term of this agreement unless otherwise agreed upon in writing, signed by the parties to this agreement. 3. Duties of Artist. In return for the above-stated services of Agent, Artist agrees to: a. Conscientiously fulfill all engagements booked on Artist’s behalf by Agent. b. Promptly turn over and refer to Agent every inquiry or invitation with reference to all engagements that Artist may receive directly. c. To appear for the specified amount of time recorded on the agreement with the engaging client and Agent and to comply with all reasonable requests in the agreement with the engaging client. d. Provide agent with glossy photographs, resume and up-to-date press releases from time to time. Zed or Comp cards may be printed at Artist’s expense with Moonlight Talent design. Photographs will be sent upon request but should none be available at that time Artist is responsible for providing more. e. Artist is considered an independent contractor and is to follow state guidelines accordingly. Booking Agent Agreement for 2021. 4. Term of Employment. This agreement is to commence on the effective date state above, and to continue indefinitely until either party provides 30 day notice of its intent to terminate this agreement. Any fees, costs or expenses due Agent at the time of termination shall survive such termination. 5. Governing Law. This agreement has been entered for each state, is subject to and governed by the laws of that state, and may be specifically enforced there. Artist consents to the service of process in any action under this agreement by registered mail, return receipt requested, and further consents to the jurisdiction of the Circuit Court in a County and state in any such action. 6. Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement. 7. Attorney’s Fees. If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party’s attorney’s fee. 8. Effect of Partial Invalidity. The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision. 9. No Waiver. The failure of either party

to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms or conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. ARTIST:

AGENT: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

GUARDIAN: \_\_\_\_\_

Date: \_\_\_\_\_