

NON-EXCLUSIVE BOOKING AGREEMENT

Texas Tour

This Non-Exclusive Booking Agreement (“Agreement”) is entered into on _____,
by and between:

Total Talent Booking, Inc.

Houston, Texas

(“Booking Agent”)

and

(“Artist”)

Collectively referred to as the “Parties.”

1. Engagement

Artist hereby appoints Total Talent Booking, Inc. as a non-exclusive booking agent to secure live performance engagements for Artist within the State of Texas.

This Agreement applies specifically to the city of Texas tour beginning _____ and ending _____ with additional dates to follow as mutually agreed by the Parties.

2. Compensation

Artist agrees to pay Booking Agent a commission of (_____%) of the Artist’s gross performance fee for each engagement secured by Booking Agent.

Artist’s standard performance fee for this tour shall be:

At least \$_____ per performance

Booking Agent commission per performance:

At least \$_____ per performance

Commission payments shall be made to Booking Agent within seven (7) days following each performance, or immediately upon Artist's receipt of payment from the venue or promoter, whichever occurs first.

3. Tour Performances

Booking Agent shall use reasonable efforts to secure live performances for Artist in cities throughout Texas.

Tour routing, performance dates, and venues shall be confirmed by mutual written agreement between the Parties.

4. Venue Responsibilities

Each venue or promoter shall provide, at their sole expense:

- 1 Hotel room for 1 night accommodations for Artist and touring personnel
- Professional sound system and qualified sound engineer
- Stage lighting appropriate for the performance
- Standard backline equipment suitable for the performance

Additional hospitality or technical requirements may be provided by Artist in a separate technical rider and hospitality rider.

5. Non-Exclusive Representation

This Agreement is non-exclusive.

Artists may engage additional booking agents or representatives. However, Booking Agent shall only receive commission on engagements directly secured by Booking Agent.

6. Merchandise Sales

Artist shall have the exclusive right to sell merchandise at the venue during the engagement. Artist shall retain one hundred percent (100%) of all merchandise

sales revenue. Venue agrees not to charge any commission, percentage, or fee on merchandise sales.

7. Payment Terms

Performance payments shall be made directly to Artist or Artist's designated representative as specified in each venue contract.

Artists shall be responsible for payment of Booking Agent's rate from the gross performance fee.

8. Independent Contractor

Booking Agent acts solely as an independent contractor and shall not be deemed an employee, partner, or joint venture partner of Artist.

9. Cancellation

If a confirmed engagement secured by Booking Agent is canceled by Artist without reasonable cause, Artist shall remain responsible for Booking Agent's commission if Artist receives any cancellation fee, settlement payment, or damages from the promoter or venue.

10. Force Majeure

Neither Party shall be liable for failure to perform obligations under this Agreement due to events beyond their reasonable control including, but not limited to:

- Acts of God
 - Natural disasters
 - Government restrictions
 - Illness or injury preventing performance
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11. Term

This Agreement shall remain in effect from:

until completion of a Texas tour, unless terminated earlier by written agreement of both Parties.

12. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

13. Entire Agreement

This document constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements.

Any modifications must be made in writing and signed by both Parties.

Signatures

Total Talent Booking, Inc.

Authorized Representative: _____

Name: Damon Howard

Title: Agent/Owner

Date: _____

Artist: _____

Signature: _____

Date: _____