

c/o 2601 Arbor • Houston, Tx 77004-6137 • MoShows.com: 713 521-0900 • Fax 713 524-7599

BOOKING AGREEMENT / PROPOSAL

The Client/Program Sponsor;s Organization Name, Contact Person, Title and address...

Client Phone:
Client Fax:
Nite/Msg/Email:

PROGRAM:

Show Date:

Place:

Event:

Time:

Length:

TERMS:

Budget:

Lodging, Etc...

This agreement, entered into as of the final date indicated below, for the independent contract performance services of the above Artistic Presenter, as represented by Modus Operandi Agency, to perform as specified on this document and on any attached riders.

CLIENT AGREES TO PAY, as consideration for Presenter's services, the amount and amenities set forth under "TERMS" above and any applicable city, state & federal amusement taxes. If stated above, a deposit may be required to guarantee dates or aid in travel expenses. Unless stated otherwise above, ***final payment shall be made on the day of the presentation via a CHECK MADE PAYABLE TO THE ABOVE ARTIST/PRESENTER.** **Failure to present payment at that time, without **minimum 24 hour advance notification**, will add a 10% gross late fee to the amount due or as per article 601F, Tx Rev. Civil Statues.*

PHOTOGRAPHY & A/V PRODUCTION PERMISSION: _x__granted ___denied. Media interviews encouraged. *Photographs for non-commercial purposes, during the performance, are allowed.* The program may be audio/videotaped for archival, educational, non-profit, non-commercial purposes only with written authorization (above), and only if at least one copy of the product is provided for the presenter/agency *within 30 days* after the performance. Artist may tape presentation for his/her own use. All rights reserved.

LODGING: Unless a flat fee is offered, rooms for up to 2 nights lodging per performance (the night of the performance and possibly, either the night before or after) may be requested. If a promotional teaser/PR interview is requested, lodging the night before the event is a requirement. Lodging may be added to the travel estimate or arranged by Client. Meal arrangements are greatly appreciated.

It is understood that this Presenter is an independent contractor, and not an employee of either Client or Agency and is therefore responsible for payment of his, her or their individual income taxes. *Federal NPO/TIN/SS# is provided above and on artist's billing.* This service agreement is binding on both parties; it cannot be canceled except The Presenter and Client mutually agree. If the Presenter or Client is unable to fulfill the terms of this contract due to an "Act of God," either party may cancel this contract-with reasonable advance notice-and all parties shall be released from liability and/or damage hereunder. It is also agreed by all parties, however, that "best efforts" will be made to so adapt that the performance may be presented or rescheduled. Agency/Presenter cancellation ensures return of deposit fee. Less than 21 days/504 hours Client notice of cancellation to the Presenter or Agency will require payment of 50% of the contracted fee. Less than 14 days/336 hours Client cancellation requires full payment. Depending on circumstances of sponsor cancellation, transportation and/or housing deposits may not be refundable. The representative of Client, in signing this contract, warrants that (s)he signs as a duly authorized representative of Client but does not assume any personal liability. The Agency representative signing below warrants that the Agency has express authority to sign on behalf of the above Presenter, who has seen and accepted the terms of this standard presentation agreement. This independent service contract is governed by the laws of Texas, USA and shall have venue there. Contract can only be changed in writing, signed by both parties.

Client:

Agency: MoShows.com

Title:

Artist/Presenter or Agency Representative