

**LTB Booking and Promotions
BOOKING AGENT TALENT AGREEMENT**

This Agreement made on this ____ day of _____, 20____, between LTB Booking and Promotions (hereinafter referred to as "Agent") and

_____,
_____, a/k/a _____ (hereinafter referred to as "Talent").

1 SCOPE OF AGREEMENT

1.1 Talent hereby enters into a worker owned and managed producer cooperative arrangement with Agent and Agent hereby enters into this arrangement with Talent to produce a service throughout the United States and later beyond that involves the Agent booking Talent for engagements and promoting products and services resulting from Talent's performance, entertainment and festival related enterprise to potential purchasers and/or consumers of those products and services.

1.2 The arrangement involves:

1.2.1 Talent producing and contributing products and services with respect to their performance, entertainment and festival related enterprise utilizing their own resources and the resources of others in the same worker owned and managed producer cooperative arrangement,

1.2.2 collaborating and cooperating with other Talent(s) in same worker owned and managed producer cooperative arrangement to serve as the Agent that books and promotes the products and services of other Talent(s)

1.2.3 using a portion of resources accumulated as proceeds from the booking and promotions of those products and services to sustain operations of the worker owned and managed producer cooperative arrangement, that includes but is not limited to staff and materials

1.3 Talent agrees to operate the worker owned and managed producer cooperative arrangement as stipulated by the Owner Operating Agreement that Talent agrees they have read and understand prior to entering into the arrangement.

1.4 Talent desires this arrangement to be (check one): ___ exclusive ___ non-exclusive.

1.5 Talent agrees that acceptance of Agent services constitutes agreement with the scope of contract.

2 DUTIES OF AGENT

2.1 Agent agrees to use reasonable efforts in the performance of the following duties:

2.1.1.1 assist Talent in obtaining engagements, obtain offers of engagements, and negotiate engagements for Talent

2.1.1.2 advise, aid, counsel and guide Talent with respect to those engagements and the obtaining of them

2.1.1.3 reasonably promote and publicize the Talent and those engagements procured by Agent

2.1.1.4 carry on business correspondence in Talent's behalf relating to Talent's professional performance career

- 2.1.1.5 cooperate with duly constituted and authorized representatives of Talent in the performance of such duties
- 2.1.1.6 maintain office area, staff and facilities reasonably adequate for the rendition of such services
- 2.1.1.7 not accept any engagements for Talent without Talent's prior approval unless they meet the pre-determined stipulations of the established information profile and rider, which shall not be unreasonably withheld

3 RIGHTS OF AGENT

- 3.1 Agent may render similar services to other similar Talent(s) and may engage in other businesses and ventures.
- 3.2 Talent will promptly refer to Agent all communications, written or oral, received by or on behalf of Talent relating to the services and appearances of Talent.
- 3.3 Talent shall give written notice to Agent at the time of signing this Agreement or within 10 days upon the engagement of a professional manager, publicist or any other professional entity that will potentially engage in booking and promotional services for Talent and shall provide in the notice the full name, address, phone number and email address of entity.
- 3.4 Agent may publicize the fact that Agent is providing exclusive or non-exclusive booking and promotions services and representation for Talent.

4 COMPENSATION OF AGENT

- 4.1 In consideration of the services to be rendered by Agent hereunder, Talent agrees to pay to Agent commissions equal to the percentages, set forth below, of the gross income or considerations including but not limited to fees, honorariums, guaranteed cash, expenses, in-kind gifts, stock options, or any other resource of value to Talent or others received by Talent, directly or indirectly, for each engagement on which commissions are payable hereunder:
 - 4.1.1 fifteen percent (15%) if the duration of the engagement is 1 hour or more consecutive days per week.
 - 4.1.2 fifteen percent (15%) for Single Miscellaneous Engagements of one (1) day duration - each for a different employer in a different location.
 - 4.1.3 ten percent (10%) for non-performing appearances or engagements less than 1 hour of one (1) day duration - each for a different employer in a different location.
- 4.2 Any commission, fee, or other consideration received by Agent from any source other than Talent, directly or indirectly, on account of, as a result of, or in connection with supplying the services of Talent shall be reported to Talent and the amount thereof shall be deducted from the commission payable by the Talent hereunder.
- 4.3 Commissions shall become due and payable to Agent immediately following the receipt thereof by Talent or by anyone else on Talent's behalf.
- 4.4 No commissions shall be payable on any engagement irrespective of the reasons for such non-payment to Talent, including but not limited to non-payment to Talent, reason of the fault of Talent.
- 4.5 No commissions shall be payable on any engagements that are booked as a contribution to a non-profit fundraising effort initiated by the Agent or Talent.

- 4.6 Agent's commissions shall be payable on all income or other considerations received by Talent pursuant to contracts for engagements negotiated or entered into during the terms of this Agreement and to contracts for engagements in existence at the commencement of the terms hereof (excluding, however, any engagements as to which Talent is under prior obligation to pay commissions to another agent); and to any modifications, extensions and renewals thereof or substitutions therefore regardless of when Talent shall receive such income or other considerations or when performance or provision of products and/or services may take place by Talent, whether during the term of this Agreement or after the expiration of this Agreement.
- 4.7 Agent may contract or agree with any promoter, live performance venue, or any other person for the purchase of Talent's products or services and to receive all moneys or payments for Talent's services directly. Talent agrees to execute any and all documents required by Agent or to satisfy any third-party hiring Talent's services, that Agent has the authority to contract and bind Talent for provision or performance of Talent's products and/or services and is authorized to receive payment on Talent's behalf. Agent shall pay to Talent within seven (15) days of receipt all gross income received by Agent for Talent's services less any and all commissions, advances and reimbursable expenses due Agent.
- 4.8 As used in this Agreement, "gross income" shall mean the total amounts received by Talent or Agent on Talent's behalf, for each engagement less costs and expenses incurred in collecting amounts due for any engagement, including costs of operation, arbitration, litigation and attorney's fees.
- 4.9 Agent and Talent percentage shares shall extend to all gross income or other considerations, excluding reasonable attorney's fees that are received from all judgments, awards, settlements, payments, damages, and proceeds relating to any suits, claims, actions and proceedings arising out of any alleged breach of non-performance by others of any such engagements, contracts, and agreement referred to above.

5 EXPENSES

- 5.1 Talent agrees to reimburse Agent for any and all reasonable expenses which Agent may incur on Artist's behalf or account, including but not limited to those in connection with postal correspondence, long distance telephone calls, telegrams, publicity materials, and travel expenses (provided that the Artist requests that the Agent travel further than 50 miles from either Denver or LTB Booking and Promotions' Home Market on Talent's behalf).
- 5.2 Reimbursement of expenses as aforesaid shall be due within thirty (30) days after written notice to Talent of itemized statements setting forth the nature and amount of each such expense. During the term of this Agreement and for a period of one (1) year thereafter, Agent shall keep and maintain reasonable documentation of each and every expense for which Agent requests reimbursement by Talent and all such documents shall be presented to Talent by Agent annually for examination or no later than 15 days promptly after any written request, therefore.

6 DURATION AND TERM

- 6.1 The term of this Agreement shall be for 2 year(s) and Talent grants to Agent options to extend the term of this agreement for periods of one (1) year each upon all the terms and conditions hereof, if both parties agree to extend Agreement. Said options shall be exercised automatically unless thirty (30) days prior to the end of the then current term either party gives the other, written notice to the contrary.
- 6.2 This Agreement may be terminated by either party, by written notice as provided below, if Talent:
- 6.2.1 receives no engagements for 2 consecutive weeks () /months () /years () at any time during the term hereof; or
- 6.2.2 does not obtain at least 3 engagement(s) () / appearance(s) () workshops () or any combination thereof during the first and second six (6) months periods during the term hereof; or
- 6.2.3 does not obtain engagements, appearances or workshops for at least 3 of either or any combination thereof to be performed during each subsequent year of the term hereof.
- 6.3 Notice of such termination shall be given by certified mail addressed to the addressee at the address listed above unless such has changed, and Talent has been given notice of the new address. Such notice of termination must be received by Agent no later than two (2) weeks following the occurrence of any event described above. Failure to give notice as aforesaid shall constitute a waiver of the right to terminate based upon the happening of such prior events.
- 6.4 Talent's disability resulting in failure to perform engagements and Talents unreasonable refusal to accept and perform engagements shall not by themselves either deprive Agent of its right to or give the Talent the right to terminate (as provided in (6.2) above).
- 6.5 As used in this agreement, a "week" shall commence on Sunday and terminate on Saturday. A "week of engagements" shall mean any one of the following:
- 6.5.1 A week during which Talent is to perform on at least four (4) days; or
- 6.5.2 a week during which Talent gross income equals or exceeds the lowest such gross earned by Talent for performances rendered during any one of the immediately preceding six (6) weeks.

7 AUTHORITY

- 7.1 Agent may, on behalf of the Talent, do the following: approve and permit any and all publicity and advertising; approve and permit the use of my name, photograph, likeness, voice, sound effect, caricature, literary, artistic and musical materials for purposes of advertising and publicity and in the promotion and advertising of any and all products and services; execute as Talent's agent, all agreements, documents, and contracts for products and services of talents as a live performer, collect and receive sums as well as endorse Talent's name to all checks payable to Talent for Talent's services for live performance and retain there from all sums owed to Agent. Talent shall refer to Agent all verbal or written services in the performance, entertainment and enterprises related to the festival industry.

8 DEFINITIONS

When used in this Agreement, the following terms are defined as follows:

- 8.1 "*Activities Services and Interest*" shall include any and all activities, services and interests in any capacity of any kind whatsoever in the entertainment, amusement, performance or festival related industries, whether as employees, independent contractors, live performer or otherwise.
- 8.2 "Gross income or other considerations" shall mean the total of all amounts received by Talent or Agent on Artist's behalf, for each engagement less costs and expenses incurred in collecting amounts due for any engagement, including costs of arbitration, litigation and attorney's fees associated with related activities. Notwithstanding the foregoing, with respect to my personal appearances, there shall, for purposes of computing commissions hereunder, be deducted from "gross income or other considerations" earned by Talent in respect thereof, when applicable, the amount, if any, which shall be payable by Talent or on their behalf in respect of so-called "sound and lights" for such engagements. In addition, the term "gross income or other considerations" shall specifically not include payments used for tour support (documentation as to tour expenses incurred shall be available upon reasonable request) and bona fide loans.
- 8.3 "Engagements," "contracts," "agreements" and "employment" shall include any and all engagements, contracts, agreements or employment of any kind whatsoever, now in existence or entered into, prior to or negotiated for during the term hereof or substantially negotiated during the term hereof, (including contracts to refrain from any services or activities) in any way pertaining to any of Talent's activities or services as a live performer, entertainment or festival industry related professional.
- 8.4 "Entertainment, amusement, live performances, music and festival industry related activities" fields shall include any and all branches of such fields now existing or hereafter developed, conceived, or use, including, but without limiting the generality of the foregoing, the following: internet streaming, motion pictures, free and pay television, home video, literary endeavors, theatrical engagements, legitimate state, personal appearances, concerts, public appearances in places of amusement and entertainment, radio.
- 8.5 "Talent" refers to the undersigned Artist, Performer, Vendor, Maker or Supplier and any group of the same that conducts or performs with the same during the term of this Agreement and whom Talent shall make subject to the terms of this Agreement.

9 INDEPENDENT ACTIVITIES

Agent may have and maintain other interests of any kind, in Agent's own activities or in the activities or enterprises of others. Also, Agent shall have the right to render Talent's services to anyone else (including owners of productions or any kind in which services or other attributes are utilized) either in the capacity in which Agent is engaged by Talent hereunder or otherwise, if agreed upon by the Talent.

10 EXCLUSIVITY

When entered into an exclusive situation with Agent, Talent agrees not to engage during the term hereof any other person or entity to act for Talent in the capacity in which Talent has engaged Agent hereunder.

When entered into a non-exclusive situation with Agent, Talent agrees to inform Agent of all other persons or entities acting for Talent in the same capacity in which Talent has engaged Agent hereunder for the purposes of insuring that Agent is not wrongly, or unlawfully attributed consequences based on actions of other persons or entities not associated with Agent.

11 ASSIGNMENT

This Agreement or any part of your rights hereunder, may be assigned to any person, firm or corporation which acquires all or substantially all of Agents assets or which is owned or controlled by Agent. No other Assignment may be made by Agent without the written consent of Talent. Talent may not assign his rights under this Agreement to any third party.

12 BREACH AND CURE

No breach of this Agreement by Talent shall be considered material unless within fifteen (15) days after Agent acquires knowledge thereof or facts sufficient to put Talent upon notice of any such breach, Agent serves written notice thereof upon Talent by registered mail at the above written address and Talent does not cure said breach within fifteen (15) days after receipt of such notice.

13 LEGAL REPRESENTATION

Talent represents and warrants that they have been advised of rights to seek legal counsel of their own choosing in connection with the negotiation and execution of this Agreement.

14 NOTICES

All notices and payments to Talent hereunder shall be sent to the address provided by Talent below with a copy of all notices electronically sent to email provided by Talent. All notices to Agent shall be sent to the address above with a copy of all notices electronically sent to staff@ltbbookingandpromotions.com.

15 JURISDICTION

This Agreement shall be deemed to be executed in the States of Arizona, Colorado, and Minnesota and shall be construed in accordance with the laws of the State of Talent's Residency.

This Agreement is executed and effective this the ____ day of _____, _____.

Agent (Representative)

Talent (Representative)

Signature

Signature

Name

Name