



BOOKING AGENCY AGREEMENT (NON-EXCLUSIVE – TEXAS)

This Agreement is made and entered into on this ____ day of _____ between:

Musician/Artist: _____

Address: _____

and

Booking Agency: Far West Talent and Promotions

Address: P.O. Box 1276, Alpine, Texas 79831

(Each a “Party,” and together, the “Parties.”)

1. Purpose

The Musician engages Far West Talent and Promotions (the “Agency”) as a non-exclusive booking representative for securing live performance engagements (“Bookings”), and the Agency agrees to perform such services under the terms of this Agreement.

2. Term

This Agreement shall commence on _____ and continue for a period of _____ months unless terminated earlier as provided in Section 9.

3. Agency’s Duties

Use reasonable best efforts to solicit, negotiate, and secure live performance engagements for the Musician within Texas and elsewhere as authorized.

Submit all performance offers to the Musician for approval before acceptance.

Collect performance fees when authorized and remit them under Section 5.

Comply with all applicable local, state, and federal laws governing booking agency operations.

4. Musician’s Rights and Duties

Provide accurate and timely materials (biography, photos, technical specifications, availability).

Fulfill all confirmed bookings professionally and punctually.

Retain the right to arrange bookings independently or through other representatives, with no obligation to route opportunities solely through the Agency.

5. Compensation

The Agency shall receive fifteen percent (15%) of the gross performance fees for any engagements booked, arranged, or negotiated by the Agency during the term.

Payment Procedures:

When the Agency receives payment, it may deduct its 15 % commission and remit the remainder to the Musician within ten (10) business days.

When the Musician receives payment directly for an Agency-booked engagement, the Musician shall remit the Agency's 15 % commission within seven (7) business days of receipt.

The Agency's commission applies only to engagements it secures or directly negotiates before termination of this Agreement.

6. Expenses

No expenses shall be incurred on behalf of the Musician without prior written consent. Approved expenses are reimbursed upon presentation of itemized receipts.

7. Accounting and Records

The Agency shall keep accurate records of all bookings and payments. The Musician may inspect such records upon fifteen (15) days' written notice, not more than twice per calendar year.

8. Independent Contractor

The Parties acknowledge that the Agency acts as an independent contractor, not as an employee, partner, or joint venturer. Each Party is responsible for its own taxes and obligations.

9. Termination

Either Party may terminate this Agreement:

By mutual written consent; or

By providing thirty (30) days' written notice if the other Party materially breaches this Agreement and fails to cure within that period.

Upon termination, the Agency remains entitled to commissions for engagements booked or confirmed prior to termination.

10. Indemnification

Each Party agrees to indemnify and hold harmless the other Party, its officers, employees, and agents, from and against all claims, damages, or losses arising from that Party's own breach, negligence, or misconduct.

11. Governing Law and Venue

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

Any dispute shall be brought exclusively in the state or federal courts located in Brewster County, Texas, and both Parties consent to such jurisdiction and venue.

12. Force Majeure

Neither Party shall be liable for failure or delay in performance caused by circumstances beyond reasonable control, including acts of God, labor disputes, or public emergencies.

13. Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

No amendment is valid unless made in writing and signed by both Parties.

14. Severability

If any provision is deemed invalid, the remainder of this Agreement stays in full force.

15. Notices

All notices must be written and delivered personally, by certified mail, or by recognized courier to the addresses above (or any updated address provided in writing).

16. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Musician/Artist: _____
Signature: _____
Date: _____

Far West Talent and Promotions
P.O. Box 1276 • Alpine, Texas 79831
Authorized Representative: _____
Signature: _____
Date: _____

HOW TO SUBMIT THIS FORM TO FAR WEST TALENT & PROMOTIONS

Complete all fields above, then return this form to Far West Talent & Promotions using any of the methods below.
You may print and scan / photograph the completed form, or fill it digitally before sending.

- ✉ Email: A&R@FarWestTalent.com 📞 Phone photo / text: (432) 538-4009
- ✉ Fax: (844) 598-5717 ✉ Mail: P.O. Box 1276, Alpine, Texas 79831