

## WORKING MUSICIANS ALLIANCE: Performance Buyout Agreement Template

### SECTION 1 – EVENT INFORMATION

This section is intended to clearly identify the parties involved in the performance buyout arrangement, along with the specific event, venue, and contact information associated with the agreement.

Event Name:

Event Date:

Venue / Event Location:

Promoter / Organizer:

Venue Representative:

Representative Phone / Email:

Artist / Performer:

Artist Representative:

Representative Phone / Email:

### SECTION 2 – PURPOSE OF BUYOUT

This agreement is intended to document a performance buyout arrangement in which specific variable or percentage-based compensation structures are being replaced by a fixed agreed payment amount.

Performance buyout arrangements are commonly used to simplify settlements and eliminate uncertainty surrounding ticket sales, backend participation, or fluctuating attendance-based compensation structures. Because the term “buyout” may mean different things to different parties, the exact terms of the arrangement should be documented clearly.

This agreement should specifically clarify:

- What compensation structures are being replaced
- Whether backend participation is waived
- Whether deductions are permitted
- Whether additional revenue participation remains active
- Whether the payment is guaranteed regardless of attendance

Promoter / Venue Initials: \_\_\_\_\_

Artist Initials: \_\_\_\_\_

### SECTION 3 – BUYOUT PAYMENT TERMS

This section is intended to document the exact financial terms associated with the performance buyout arrangement.

Both parties are encouraged to clearly document payment timing, delivery expectations, deposits, and settlement procedures to reduce misunderstandings later.

Total Buyout Amount:

Payment Method:

- Cash
- Check
- PayPal
- Venmo
- Bank Transfer
- Other:

Payment Timing:

- Advance Payment
- Upon Arrival
- Before Performance
- At Settlement
- After Performance
- Other:

Individual Receiving Payment:

Deposit Amount (if applicable):

Deposit Due Date:

Remaining Balance Due:

Additional Payment Notes:

Promoter / Venue Initials: \_\_\_\_\_

Artist Initials: \_\_\_\_\_

#### SECTION 4 – COMPENSATION STRUCTURES BEING REPLACED

This section should clearly identify which revenue or compensation structures are being replaced by the agreed buyout payment.

The more specific this section becomes, the less likely future misunderstandings are to occur regarding settlement expectations.

The agreed buyout payment is intended to replace the following compensation structures:

- Door Percentage
- Backend Participation
- Ticket Revenue Percentage
- Scaled Guarantee
- Settlement Participation
- Profit Sharing
- Attendance Bonuses

- Festival Percentage Participation
- Other:

Additional Compensation Notes:

Promoter / Venue Initials: \_\_\_\_\_

Artist Initials: \_\_\_\_\_

## SECTION 5 — PAYMENT GUARANTEE & DEDUCTIONS

Many disputes surrounding performance buyouts occur because deductions or settlement adjustments were assumed but never discussed clearly beforehand.

If deductions are permitted, both parties are encouraged to document them specifically within this section.

Is Buyout Guaranteed Regardless Of Attendance?

- Yes
- No

Permitted Deductions:

Production Costs Deducted?

- Yes
- No

Ticketing Fees Deducted?

- Yes
- No

Taxes Deducted?

- Yes
- No

Additional Deduction Notes:

**IMPORTANT:**

Any deductions, offsets, fees, or settlement adjustments that may affect final compensation should be documented clearly within this agreement to reduce future disputes regarding settlement calculations.

Promoter / Venue Initials: \_\_\_\_\_

Artist Initials: \_\_\_\_\_

## SECTION 6 – TICKETING & SETTLEMENT TRANSPARENCY

Even within fixed buyout arrangements, ticketing transparency and settlement procedures may remain important to both parties.

This section may help clarify expectations regarding ticket counts, comp policies, settlement access, and reporting procedures.

Ticket Count Access Provided?

- Yes
- No

Settlement Sheet Available?

- Yes
- No

Comp Ticket Policy:

Guest List Policy:

Additional Settlement Notes:

Promoter / Venue Initials: \_\_\_\_\_

Artist Initials: \_\_\_\_\_

## SECTION 7 – PERFORMANCE OBLIGATIONS

While the compensation structure may be simplified through a buyout arrangement, operational and performance expectations should still be documented clearly. This section should clarify scheduling, promotional responsibilities, and technical expectations associated with the performance.

Performance Length:

Number Of Sets:

Performance Time:

Load-In Time:

Soundcheck Time:

Promotional Obligations:

Technical Requirements:

Additional Performance Notes:

Promoter / Venue Initials: \_\_\_\_\_

Artist Initials: \_\_\_\_\_

## SECTION 8 – ADDITIONAL REVENUE STREAMS

Performance buyout arrangements do not automatically eliminate or replace every possible revenue stream associated with an event.

This section is intended to clarify whether additional revenue participation remains active outside the agreed buyout amount.

Merchandise Participation:

VIP Package Participation:

Livestream Revenue Participation:

Recording / Broadcast Rights:

Sponsorship Participation:

Meet & Greet Participation:

Additional Revenue Notes:

### IMPORTANT:

Unless specifically stated otherwise within this agreement, the performance buyout applies only to the compensation structures identified within this document.

Promoter / Venue Initials: \_\_\_\_\_

Artist Initials: \_\_\_\_\_

## SECTION 9 – CANCELLATION & FORCE MAJEURE

Unexpected changes, emergencies, severe weather, travel disruptions, or operational complications may affect live performances.

This section is intended to clarify cancellation procedures, refund expectations, and emergency considerations before disputes arise.

Cancellation Procedures:

Deposit Refund Terms:

Emergency / Illness Procedures:

Force Majeure Considerations:

Additional Cancellation Notes:

Promoter / Venue Initials: \_\_\_\_\_

Artist Initials: \_\_\_\_\_

## SECTION 10 – RELATIONSHIP TO OTHER AGREEMENTS

This section is intended to clarify how this performance buyout arrangement relates to any additional agreements associated with the event or performance.

Related Performance Agreement:

Related Hospitality Agreement:

Related Merchandise Agreement:

Additional Related Agreements:

Promoter / Venue Initials: \_\_\_\_\_

Artist Initials: \_\_\_\_\_

## SECTION 11 – ADDITIONAL TERMS

Written here.

Promoter / Venue Initials: \_\_\_\_\_

Artist Initials: \_\_\_\_\_

## SECTION 12 – SIGNATURES

By signing below, both parties acknowledge that they have reviewed, discussed, and agreed to the performance buyout terms outlined within this agreement.

### PROMOTER / VENUE REPRESENTATIVE

Printed Name:

Title / Position:

Signature:

Date:

### ARTIST / REPRESENTATIVE

Printed Name:

Title / Position:

Signature:

Date:

### IMPORTANT NOTICE

This template is provided by Working Musicians Alliance as an educational and operational resource intended to encourage clearer communication and stronger professional standards throughout live entertainment environments.

Users are encouraged to review and adapt this agreement as necessary for their particular situation and to consult qualified legal counsel for advanced legal matters, revenue disputes, settlement disagreements, or large financial obligations.