

Performance Guarantee Agreement (Example Template)

This document is provided as a general educational example and should not be considered legal advice. Laws and enforceability vary by state, country, and situation. Parties should consult a qualified attorney for formal legal review when necessary.

PERFORMANCE GUARANTEE AGREEMENT

This Performance Guarantee Agreement (“Agreement”) is entered into between:

Venue / Promoter Information

Business Name: _____

Contact Person: _____

Phone: _____

Email: _____

Venue Address: _____

City/State/Zip: _____

AND

Artist / Performer Information

Artist / Band Name: _____

Representative Name: _____

Phone: _____

Email: _____

Mailing Address: _____

City/State/Zip: _____

1. PERFORMANCE DETAILS

Event Date: _____

Venue Name: _____

Venue Address: _____

Performance Start Time: _____

Performance End Time: _____

Load-In Time: _____

Soundcheck Time: _____

Number of Performance Sets: _____

Approximate Set Length(s): _____

2. PERFORMANCE GUARANTEE

The Venue / Promoter agrees to pay the Artist the following compensation:

Guaranteed Amount: \$ _____

Payment Structure (check one):

Flat Guarantee

Guarantee Versus Percentage

Percentage of Door

Other: _____

If applicable, percentage terms are as follows:

Any deductions permitted before settlement must be specifically listed below:

No unspecified deductions may be taken from the Artist payment.

3. PAYMENT TERMS

Payment shall be made:

Before Performance

Immediately After Performance

Within _____ Days of Event

Payment Method:

Cash

Check

PayPal

Bank Transfer

Other: _____

If a deposit is required:

Deposit Amount: \$ _____

Deposit Due Date: _____

Remaining Balance Due: _____

4. TICKET SALES / SETTLEMENT TERMS

If ticketed event accounting applies, the Venue / Promoter agrees to provide:

- Final ticket count
- Ticket pricing information
- Door settlement calculations

- Applicable deductions listed in advance

Settlement shall be provided to the Artist representative at:

Settlement Office

Merch Area

Backstage

Other: _____

5. CANCELLATION TERMS

If the Venue / Promoter cancels the performance within _____ days of the event date, the following applies:

If the Artist cancels the performance within _____ days of the event date, the following applies:

Force majeure circumstances (weather emergencies, natural disasters, government restrictions, etc.) shall be handled as follows:

6. HOSPITALITY / BACKSTAGE TERMS

The Venue / Promoter agrees to provide the following hospitality:

Hospitality is:

Included in addition to compensation

Considered part of compensation

7. SOUND / PRODUCTION RESPONSIBILITIES

Venue / Promoter shall provide:

Artist shall provide:

8. MERCHANDISE SALES

Artist merchandise sales:

Are Permitted

Are Not Permitted

Venue commission on merchandise (if any): _____%

Any merchandise commission terms must be disclosed before the event date.

9. PROMOTION RESPONSIBILITIES

Venue / Promoter agrees to:

Artist agrees to:

10. RECORDING / BROADCAST RIGHTS

Audio or video recording of the performance:

Is Permitted

[] Is Not Permitted

Additional terms:

11. PROFESSIONAL CONDUCT

Both parties agree to conduct themselves professionally and make reasonable efforts to fulfill the obligations outlined within this Agreement.

12. SIGNATURES

Venue / Promoter Representative

Name: _____

Signature: _____

Date: _____

Artist / Band Representative

Name: _____

Signature: _____

Date: _____

Why This Matters

Many disputes in live entertainment happen because expectations were never clearly documented. Even a simple written agreement can help establish professionalism, clarify payment expectations, reduce misunderstandings, and create accountability between venues, promoters, and performers.

This example agreement is intentionally straightforward so independent artists, local venues, promoters, and developing acts can understand the core structure of a basic performance guarantee arrangement without unnecessary legal complexity.