From: **[COMPANY NAME]**

[Company Street]

[Company City]

[Company Postcode]

(“we”, “us” and “our” being construed accordingly)

To: **[Artist Legal Name] p.k.a [Performer Name]**

c/o [Manager Name]

[Address Line 1]

[City]

[Post Code]

[Country]

(“you”, “your” being construed accordingly)

Dear [Artist Legal Name],

**[Performer Name] – [Tour Name] Tour Dates**

**[Date]** – [Venue] – [City]

We refer to the agreement between you and us dated [Date of Recording Agreement] (as the same may have been amended and/or extended from time to time) relating to your exclusive recording services (“the Agreement”). Terms used herein shall have the same meanings as are attributed to them in the Agreement.

You have submitted to us a budget (“the Budget”) for the tour (“the Tour”) that you plan to undertake, details of which are set out above. You anticipate that the costs of the Tour above (including rehearsal days) will exceed the income you will receive therefrom by [£0,000 Shortfall] [(zero thousand, zero-hundred and zero pounds, no pence)] (“the Anticipated Shortfall”).

We write to confirm that we have agreed with you as follows: -

1. We agree to pay you fifty per cent (50%) of the Anticipated Shortfall on signature hereof (receipt of which you hereby acknowledge) and the balance of the Shortfall following our review and final approval of the final Tour costs.
2. One hundred per cent (100%) of all payments made to you and all costs paid by us on your behalf hereunder shall be fully recoupable from royalties and other monies payable to you under the Agreement.
3. We will make all payments to you hereunder to you upon presentation by you of a proper invoice.
4. This offer is valid for a period of thirty (30) days from the date hereof (“the Offer Period”) and will be automatically withdrawn without further formality in the event that you fail to return to us a signed copy of this letter and a valid VAT invoice prior to the end of the Offer Period.
5. You will deliver to us no later than sixty (60) days following the completion of the Tour full documented records (including invoices, receipts and vouchers) relating to the Tour showing, inter alia, details of all costs incurred by you, all income earned by you and the excess of the costs incurred by you over income (“the Accounts”). For the purposes of this Agreement “income” shall include all income payable to you or on your behalf in respect of the Tour (irrespective of whether or not such income is specified in the Budget) including, without limitation, engagement fees and appearance fees. You agree and acknowledge that we may appoint an independent accountant to audit the said records and you shall, if required, reasonably co-operate with any accountants so appointed by us. The balance of the monies due to you hereunder shall not be paid to you unless you and until you have submitted the said records and accounts to us and we have approved the same. We are not obliged to pay the balance due hereunder if the above-mentioned accounts and records are submitted to us outside the sixty (60) day limit.
6. In the event that the approved costs incurred in relation to the Tour (including but without limitation any costs paid by us on your behalf) less the income earned by you from the Tour are less than the Anticipated Shortfall (“the Actual Shortfall”) then our obligations hereunder shall be reduced accordingly and if the payment(s) previously made to you hereunder together with any costs paid by us on your behalf exceed the Actual Shortfall then you shall promptly refund to us any such excess and if you fail to do so we shall be entitled to recoup the said excess from any monies arising to you under the Agreement.
7. In the event that on presentation of the Accounts the costs incurred in relation to the Tour (including but without limitation any costs paid by us on your behalf) less the income earned by you from the Tour exceed the Anticipated Shortfall we may agree to pay such excess (“the Overage”) (which we shall not be obliged to do). The Overage shall also be deemed a further advance to you (regardless of the recipient of the Overage) and shall be fully recoupable from royalties and other monies (but not advances and not from mechanical royalties) payable to you under the Agreement.
8. In the event that for reasons within your reasonable control the Artist fails to perform any of the dates on the Tour and in consequence thereof you are not paid in respect of such performance(s) you shall nevertheless be deemed to have been paid thereof for the purpose of calculating the Actual Shortfall hereunder.

To confirm your agreement with the foregoing please sign and return to us both copies of this letter.

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| Yours faithfully, |  |
| For and on behalf of:  **[COMPANY NAME]** | Read and Agreed:  [NAME] |