

# Artist and Manager Contract

This Management Agreement is hereby entered into on \_\_\_\_\_ between \_\_\_\_\_ (hereinafter referred to as "Manager") and \_\_\_\_\_ (hereinafter referred to as "Artist") and exclusively governs all duties and rights pertaining to the management of Artist's business affairs. This agreement shall only be amended by mutual agreement by both parties in writing.

This Agreement shall continue to be in effect if one of the following conditions exist:

- a.) Artist changes its name to another name.
- b) If Artist is a group, if individual members are deleted or added to group.
- c.) Artist is disbanded and re-established, in whole or in part, or by any other name

## 1. TERM OF AGREEMENT:

This agreement shall be in full force and effect from the date above for \_\_\_\_\_. Either party may terminate this agreement for just cause, in writing, with two weeks notice. At the end of the term of this agreement, absent of notice in writing by either party, the agreement shall automatically renew.

## 2. DUTIES OF MANAGER:

Manager shall use best efforts to advise Artist in all areas of Artist's musical career including, but not limited to, employment in the music industry, music choice, image, publicity, public relations, format, touring, personal style, musical choices, personal appearance, and any and all business or publicity decisions. Manager shall actively seek new opportunities and channels that shall introduce Artist to the public as that Artist is both financially and professionally enriched. Manager shall make best efforts to seek out and acquire offers of recording contracts, personal appearances, concerts, publishing, soundtrack offerings for film, television, or advertising. Manager shall maintain all records, ledgers, inventories, and accounts that are assigned to them by Artist or those records, ledgers, inventories, and accounts that Manager takes responsibility of. Such records and accounts shall be made available to Artist for audit at all times.

Although Manager may not be present at all performances or Artist related functions, Manager will make best efforts to insure proper promotion, and if need be, proper Management representation is present at each function and/or engagement. Any and all agents or employees of Manager shall act at such engagements in the best interest of Artist at all times.

Manager will not forecast and/or guarantee success in the entertainment industry.

## 3. AUTHORITY EXPRESSLY GIVEN TO MANAGER:

Manager, on the Artist's behalf, shall be permitted to do the following: Approve and permit any and all publicity and advertising; approve and permit the use of the name, photograph, likeness, voice, sound effect, caricature, literary, artistic and musical materials for purposes of advertising and publicity in the promotion and advertising of any and all products, services; execute for the Artist in

the Artist's name and /or the Artist's behalf, any and all agreement, documents, and contracts for Artists services, talents and/or artistic literary and musical materials, provided that the Artist is unavailable to do the same on the Artist's own behalf, Artist has been apprised of the material terms thereof and the Artist has granted Manager authority to execute such agreements in each specific instance.

#### 4. ARTIST'S DUTIES:

Artist, if a band or group, shall select one individual as the signature authority for all contracts agreements above and beyond this Agreement. All terms and conditions of this Agreement shall apply to all subsequent Agreements.

Artist agrees at all times to devote themselves/themselves to the furtherance of the Artist's career and to do all things necessary and desirable to promote Artist's career and earnings therefrom.

Artist shall refrain from entering into any other management agreement until the termination of this agreement.

Artist shall promptly respond to Manager's inquiries, emails, and phone calls, and promptly accept or reject any offers of publicity or employment brought to the Artist by Manager. Artist shall not accept any other offers of employment or money bearing engagements presented to Artist by a third party without the express consent of the Manager. Artists shall not interfere with Manager's ability to carry out the conditions of this Agreement.

Artist shall not be responsible for any of Manager's administrative costs including, but not limited to, rent, overhead, utilities, supplies and other overhead costs. Artist shall not be responsible for any travel or reimbursable expenses absent express written consent by Artist.

#### 5. INDEPENDENT CONTRACTOR:

Manager and Artist are contractors independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party without express written consent under a separate agreement.

Manager's services are not exclusive, and he/she is free to perform the same or similar services for other artists, provided that the other artists do not directly compete with Artist for the same opportunities. Manager is also free to engage in any and all other business activities. Manager represents that he/she intends to perform personally the services under this contract, and promises that he/she will not delegate these contractual duties to any other person, within Manager's organization or otherwise, unless he/she first obtains the express written consent of Artist.

## 6. CONSIDERATION

Since the nature and the extent of success or failure of Artist's career cannot be predetermined, it is Artist's desire that Manager's compensation be determined in such a manner that will permit Manager to accept risk of failure as well as benefit to the extent of Artist's success. Therefore, Artist agrees to pay Manager, for services rendered, as and when received by Artist, and only those monies actually received by Artist, \_\_\_\_\_ PERCENT (\_\_\_\_\_% ) of gross compensation for all and any earnings from publishing, record sales, performance or mechanical royalties, or any other entertainment related income within the scope of this agreement. Compensation as described in this section shall not include those expenses considered reimbursable otherwise referred to in this agreement or in agreements under a separate cover.

"Gross income" shall be any and all money actually received by Artist.

Manager shall not be entitled to compensation from those monies derived from employment outside of the entertainment industry, private investments in other ventures made by the Artist, gifts and awards. Payment to Manager shall be made bi-weekly. Payment shall be made in check, money order, or certified moneys drawn from Artist escrow account with the prior notification and approval by Artist or designated agent.

In the event that Artist receives, as all or part of due compensation for activities under this agreement, stock or the right to buy stock in any corporation or venture, or that Artist becomes the packager or owner of all or part of an entertainment property (whether as an individual proprietor, stockholder, partner, joint venture or otherwise), to which access was gained as a result of the activities of Manager pursuant to this agreement, Manager shall have an interest in Artist's stock, right to buy stock, individual proprietorship, partnership, joint venture or other interest, and Manager shall be entitled to a share of \_\_\_\_\_ PERCENT(\_\_\_\_\_% ) .

## 7. DEATH OR INCAPACITY OF MANAGER:

In the event of the death of Manager, or if Manager shall become incapacitated and unable to perform his/her obligations under this agreement for a period of sixty (60) days, this agreement shall terminate. As to gross monies or other considerations earned after Manager's death or incapacity, from engagements or contracts entered into or substantially negotiated prior to death or incapacity, Artist shall pay the Manager's estate a sum equal to one-half of the percentages specified herein, for the duration of all such engagements or contracts, and any extensions or renewals thereof.

## 8. CONFIDENTIALITY

Manager and Artist shall at all times keep the terms and conditions of this and any subsequent Agreements confidential. None of the terms and conditions and/or documents associated with Artist and Manager shall be reproduced or distributed without both the Manager and Artist approval.

All financial data associated with both the Artist and Manager shall not be released or discussed without proper approval by either the Artist or Manager. This information will only be release to "need to know" individuals. "Need to know" is

defined as individuals who affect the overall financial and legal success of the Artist. Examples include Artists' attorney, potential investors, record company executives, and government agencies.

#### 9. ARBITRATION

If at any time any controversy should arise between the Manager and the Artist regarding anything pertaining to this Agreement which the parties hereto do not promptly adjust and determine, then the written orders of the Artist shall be followed and said controversy may be decided by binding arbitration at the sole discretion of Artist. If binding Arbitration is elected by Artist, it shall be pursuant to the rules of the Judicial Arbitration and Mediation Service (JAMS) The award of the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any in any court having jurisdiction thereof. Venue will be in \_\_\_\_\_ . Manager further consents to the arbitrator who is appointed in said proceeding.

#### 10. REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement, the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have five (5) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

#### 11. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

#### 12. NO WAIVER

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions will not be considered a waiver or deprive the party of the right thereafter to insist upon adherence to the term of any other term of this Agreement.

#### 13. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties with respect to the subject matter. This Agreement may be amended only in writing signed by both parties.

14. CONTROLLING LAW:

This Agreement shall be construed in accordance with the laws of \_\_\_\_\_

15. MODIFICATIONS:

This Agreement may be changed or modified, but only by means of a writing signed by both parties.

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

Date: \_\_\_\_\_

Manager: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_