

## ARTIST MANAGEMENT AGREEMENT

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 200\_ by and between \_\_\_\_\_ (Artist) \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter referred to as "Artist" and \_\_\_\_ (Manager) \_\_\_\_\_ whose address is \_\_\_\_\_, (hereinafter referred to as "Manager")

### WITNESSETH

**WHEREAS**, Artist wishes to obtain advice, guidance, counsel, and direction in the development and furtherance of his career as a musician, recording, and performing artist and in such new and different areas as his artistic talents can be developed and exploited; and

**WHEREAS**, Manager by reason of Managers contacts, experience and background, is qualified to render such advice, guidance, counsel, and direction to Artist;

**NOW THEREFORE**, in consideration of the mutual promises herein contained, it is agreed and understood as follows:

1. Manager agrees to render such advice, guidance, counsel, and other services as Artist may reasonably require to further his career as a musician, composer, actor, recording, and performing artist, and to develop new and different areas within which his artistic talents can be developed and exploited, including but not limited to the following services:

(a) to represent Artist and act as his negotiator, to fix the terms governing all manner of disposition, use, employment or exploitation of Artist's talents and the products thereof; and,

(b) to supervise Artist's professional employment, and on Artist's behalf, to consult with employers and prospective employers so as to assure the proper use and continued demand for Artist's services; and

(c) to be available at reasonable times and places to confer with Artist in connection with all matters concerning Artist's professional career, business interests, employment, and publicity; and,

(d) to exploit Artist's personality in all media, and in connection therewith, to approve and permit for the purpose of trade, advertising and publicity, the use, dissemination, reproduction or publication of Artist's name, photographic likeness, facsimile signature, voice and artistic and musical materials; and,

(e) to engage, discharge and/or direct such theatrical agents, booking agencies and employment agencies, as well as other firms, persons or corporations who may be retained for the purpose of securing contacts, engagements or employment for Artist; and,

(f) to represent Artist in all dealings with any union; and,

(g) to exercise all powers granted to Manager pursuant to Paragraph 4 hereof.

2. Manager is not required to render exclusive services to Artist or to devote his entire time or the entire time of any of Manager's employees to Artist's affairs. Nothing herein shall be construed as limiting Manager's right to represent other persons whose talents may be similar to or who may be in competition with Artist or to have and pursue business interests which may be similar to or may compete with those of Artist.

3. Artist hereby appoints Manager as his sole personal manager in all matters usually and normally within the jurisdiction and authority of personal manager, including but not limited to the advice, guidance, counsel, and direction specifically referred to in Paragraph 1 hereof. Artist agrees to seek such advice, guidance, counsel, and direction from Manager exclusively and agrees that he will not engage any other agent, representative, or manager to render similar services, and that he will not perform said services on his own behalf and he will not negotiate, accept, or execute any agreement, understanding, or undertaking concerning his career as an actor, musician, recording and performing artist without Manager's prior consent.

4. Artist hereby irrevocably appoints Manager for the term of this Agreement and any extensions hereof as his true and lawful attorney-in-fact to sign, make, execute, accept, endorse, collect and deliver any and all bills of exchange, checks, and notes as his said attorney; to demand, sue for, collect, recover, and receive all goods, claims, money, interest and other items that may be due him or belong to him; and to make, execute, and deliver receipts, releases, or other discharges therefore under sale or otherwise and to defend, settle, adjust, compound, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims, and demands whatsoever that are or shall be pending in such manner and in all respects as in any way limiting the foregoing; generally to do, execute and perform any other act, deed, or thing whatsoever deemed reasonable that ought to be done, executed, and performed of any and every nature and kind as fully effectively as Artist could do if personally present; and Artist hereby ratifies and affirms all acts performed by Manager by virtue of this power of attorney.

Artist expressly agrees that he will not on his own behalf exert any of the powers herein granted to Manager by the foregoing power of attorney without the express prior written consent of Manager and that all sums and considerations paid to Artist by reason of his artistic endeavors may be paid to Manager on his behalf.

It is expressly understood that the foregoing power of attorney is limited to matters reasonably related to Artist's career as a musician, actor, recording and performing artist and such new and different areas within which his artistic talents can be developed and exploited.

Artist agrees and understands that the power of attorney granted to Manager is coupled with an interest which Artist irrevocably grants to Manager in the career of Artist, in the artistic talents of Artist, in the products of said career and talents and in the earnings of Artist arising by reason of such career, talents, and products.

Simultaneously with the execution of this Agreement, Artist shall execute a short form power-of-attorney which Manager shall be entitled to file in any jurisdiction.

5. (a) As compensation for the services to be rendered hereunder, Manager shall receive from Artist (or shall retain from Artist's gross monthly earnings) at the end of each calendar month during the term hereof a sum of money equal to ZERO PERCENT (0%) of Artist's gross monthly earnings if such earnings are less than TEN THOUSAND (\$10,000.00) dollars per month, FIVE PERCENT (5%) of Artist's gross monthly income if such monthly income is more than TEN THOUSAND (\$10,000.00) dollars and less than FIFTEEN THOUSAND (\$15,000) dollars per month, TEN PERCENT (10%) of Artist's gross monthly income if such income is more than FIFTEEN THOUSAND (\$15,000.00) dollars and less than TWENTY THOUSAND (\$20,000) dollars per month, FIFTEEN PERCENT (15%) of Artist's gross monthly income if such income is more than TWENTY THOUSAND (\$20,000) dollars per month, and Artist hereby assigns to Manager an interest in such earnings to the extent of said percentages.

(b) The term "monthly gross earnings", as used herein, refers to the total of all earnings, which shall not be accumulated or averaged whether in the form of salary, bonuses, royalties, interest percentages, shares of profits, merchandise, shares in ventures, products, properties, or any

other kind or type of income which is reasonably related to Artist's career in the entertainment, amusement, music, recording, motion picture, television, radio, literary, theatrical, and advertising fields, and Artist's artistic talents are developed and exploited, received from administrators, assigns, or by any person, firm, or corporation (including Manager) on his behalf.

(i) Royalty advances made to Artist which are deemed recoupable against future earnings by the party or parties making such royalty advances shall not be included in gross monthly income.

(ii) Royalty payments made to Artist after recoupment shall be payable to Manager at the scale and rate aforementioned in Section 5 of this Agreement.

(c) The compensation agreed to be paid to Manager shall be based upon gross monthly earnings (as defined herein) of Artist accruing to or received by Artist during the term of this Agreement or subsequent to the termination of this agreement as a result of any services performed by Artist during the term hereof or as the result of any contract negotiated during the term hereof and any renewal, extension, or modification of this Agreement.

(d) In the event that Artist forms a corporation during the term hereof for that purpose of furnishing and exploiting his artistic talents, Artist agrees that said corporation shall offer to enter into a management contract with Manager identical in all respects to this Agreement (except as to the parties thereto).

(i) In the event that Manager accepts such offers, then the gross monthly earnings of such corporation prior to the deduction of any corporate income taxes and of any corporate expenses or other deductions shall be included as a part of the Artist's gross monthly earnings as herein defined, and any salary paid to Artist by such corporation shall be excluded from Artist's gross monthly earnings for the purpose of calculating the compensation due to Manager hereunder.

(e) In the event that Artist forms a corporation or enters into a contract with a corporation during the term hereof for the purpose of exploiting or furnishing his artistic talents, then in addition to any and all other considerations to be paid to Manager hereunder, Manager shall be entitled to purchase at least TWENTY PERCENT (20%) of the capital stock of such corporation at the price of ONE DOLLAR (\$1.00) PER SHARE. Artist agrees expressly not to enter into any contract with a corporation for such purpose unless said option is made available to Manager.

(f) Artist agrees that all gross monthly earnings as herein defined may be paid directly to Manager by all persons, firms, or corporations and may not be paid by such persons, firms, or corporations to Artist, and that Manager may withhold Manager's compensation therefrom and may reimburse himself herefrom for any reasonable and receipted fees, costs, or expenses advanced or incurred by Manager that portion of Artist's gross monthly earnings which equals Manager's compensation hereunder and such disbursements incurred by Manager on behalf of Artist.

6. Artist shall be solely responsible for payment of all booking agencies, fees, union dues, publicity costs, promotional or exploitation costs, traveling expenses and/or wardrobe expenses and reasonable expenses arising from the performance by Manager of services hereunder. In the event that Manager advances any of the foregoing fees, costs, or expenses on behalf of Artist, or incurs any other reasonable expenses in connection with Artist's professional career or with the performance of Manager's services hereunder, Artist shall promptly reimburse Manager for such fees, costs, and expenses.

7. Artist warrants that he is under no disability, restriction, or prohibition with respect to his right to execute this Agreement and perform its terms and conditions. Artist further warrants and represents that no act or omission by Artist hereunder will violate any right or liability to any person. Artist agrees to indemnify Manager and hold Manager harmless against any damages,

costs, expenses, fees (including attorney's fees) incurred by Manager in any claim, suit, litigation, or proceeding instituted against Manager and arising out of any breach or claimed breach by Artist of any warranty, representation, or covenant of Artist. Artist agrees to exert his best reasonable efforts to further his promotional career during the term of this Agreement, and to cooperate with Manager to the fullest extent in the interest of promoting Artist's career.

8. The initial term of this Agreement shall be for a period of ONE (1) YEAR with a FOUR (4) YEAR annual irrevocable option from the date thereof to renew this Agreement by written notice mailed to Artist no less than SIXTY (60) days prior to the expiration of the initial term or option periods, as the case may be.

9. Manager agrees to maintain accurate books and records of all transactions concerning Artist, which books and records may be inspected during regular business hours by a certified public accountant designated by Artist upon reasonable notice to Manager.

10. During the term of this Agreement, it is understood and agreed that there shall be no change or modification of this Agreement unless reduced to writing and signed by all parties hereto. No waiver or any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof.

11. It is agreed that as a condition precedent to any assertion by Artist or Manager that the other is in default in performing any obligation contained herein, the party alleging the

default must advise the other in writing by Certified United States Mail of the specific obligation which it claims has been breached and said other party shall be allowed a period of SIXTY (60) days from the receipt of such written notice within which to cure such default.

12. This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto.

13. (a) This Agreement shall be construed in accordance with the laws of the State of \_\_\_\_\_ governing contracts executed and performed therein, and shall be binding upon and inure to the benefit of the parties, respective heirs, executors, administrators, successors, and assigns.

(b) The use of the masculine gender in this Agreement shall be deemed to include the feminine whenever the context shall so require.

**IN WITNESS WHEREOF**, the parties hereunder have subscribed their signatures in the day and year first above written.

by \_\_\_\_\_

MANAGER

by \_\_\_\_\_

ARTIST

by \_\_\_\_\_

WITNESS

by \_\_\_\_\_

WITNESS

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**SPECIAL POWER OF ATTORNEY**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

I, \_\_\_\_\_ (Artist) \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereby appoint \_\_\_\_\_ (Manager) \_\_\_\_\_, of \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, as my attorney in fact, to act in my name and in my behalf to execute contracts for my personal services as a performing artist and to perform all acts of whatever kind and nature as may be necessary or proper in the preparation and execution of said contracts and I agree to appear and perform said contracts.

In the event I do not appear and perform said contracts, and in consideration for \_\_\_\_\_ acting as my attorney in fact, I agree to indemnify \_\_\_\_\_ for any actual loss or damage to him including Court costs and attorney's fees, resulting from my failure to appear and perform said contracts.

This instrument is to be construed and interpreted as a Special Power of Attorney whereby \_\_\_\_\_ is empowered to make valid and binding contracts for my personal services as a performing artist. The rights, powers, and authority of my attorney in fact, \_\_\_\_\_, to exercise any and all of the rights and powers herein granted shall begin on \_\_\_\_\_, 200\_ and such rights, power, and authority shall remain in full force and effect until \_\_\_\_\_, 200\_ or until a written notice of termination signed by me is delivered to \_\_\_\_\_.

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Artist

DATED \_\_\_\_\_, 200\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_