

SAMPLE MANAGEMENT CONTRACT

This management agreement (“Agreement”) dated _____ (“Effective Date”) between _____ (“Manager”) on the one hand, and _____ (the “Artist”) on the other, in connection with engaging Manager as Artist’s manager for the development and enhancement of Artist’s career.

1. TERM.

a. This Agreement shall be in force and effective from the Effective Date through _____ and any renewal thereafter (“the Term”), unless this Agreement is terminated before its normal expiration date and/or in accordance with the provisions hereof.

b. On the 31st day of the final month of the original term, or any subsequent terms, this Agreement will automatically renew for a period of one (1) year unless either party opts out by providing the other party with written notice on or before thirty (30) days prior to the expiration of the original term or any subsequent terms.

2. TERRITORY. The Universe

3. DEFINITIONS.

a. "Entertainment Industry" - The Entertainment Industry shall include, without limitation, all services, activities and rights in such areas as audio and/or audio visual recordings and reproductions; motion pictures, television, videos, radio and transcriptions; public or private personal appearances, concerts, road shows, tours, hotel, restaurant or cabaret performances; music, publishing, literary and theatrical rights and engagements; modeling, radio and television commercials, commercial merchandising, endorsements and tie-ins; the sale, lease or other disposition and exploitation of musical, literary, dramatic or other creative material which Artist may create alone or with others and in which Artist have an interest, directly or indirectly, in whole or in part; the Artist’ URL any and all websites and domain names (except those that the Artist use for their private communications) and any other media of the creative or amusement arts now or hereafter known in which Artist participates and from which Artist derives compensation, directly or indirectly.

b. "Gross Income" - Gross Income shall include, without limitation, salaries, earnings, fees, advances, royalties, gifts, bonuses, shares of profit, shares of stock, partnership interests, percentages, the total amount paid for motion picture or other entertainment packages and all other consideration, earned or received, directly or indirectly, by either of the Artist or Artist’ assigns, or by any other party on Artist’ behalf in connection with the Entertainment Industry. Gross income shall not include:

i. Separate payments, if any, by promoters for sound and light equipment and travel expenses with respect to personal appearance engagements by Artist, provided such payments are negotiated and quoted separately over and above the performance fee for such engagements, and only to the extent of Artist’ actual cost for such sound and light equipment and travel expenses;

ii. Any compensation or other consideration in connection with activities in the Entertainment Industry earned by Artist from any entity in which Manager has a direct, controlling proprietary interest, (However, a minority, non-controlling ownership in such an entity shall not disqualify Manager from commissions hereunder.) Accordingly, any such compensation or other consideration shall not be subject to commission hereunder. It is agreed that Manager shall not be required to render services

contemplated hereunder with respect to such non-commissionable activities and that Artist may seek and secure independent advice in connection therewith.

4. MANAGER'S SERVICES.

a. Artist engage Manager as Artist' sole and exclusive personal manager, representative and advisor in the Entertainment Industry during the Term, and any extensions thereof, and to render such services as are usually performed by an artist's personal manager including but not limited to:

i. Represent Artist and act as their negotiator, to fix the terms governing all manner of disposition, use, employment, or exploitation of Artist' talents and the products thereof;

ii. Supervise Artist' professional employment, and on Artist' behalf, to consult with employers and prospective employers so as to assure the proper use and continued demand for Artist' services;

iii. Be available at reasonable times and places to confer with Artist in connection with all matters concerning Artist' professional career, business interests, employment, and publicity;

iv. Exploit Artist' 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 all Artist' intellectual property and publicity rights, such as Artist' trademarks, copyrights, name, likeness, facsimile signature, voice, and artistic and musical materials;

v. Engage, discharge and/or direct 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;

b. Manager is hereby irrevocably authorized and appointed as Artist' true and lawful agent and attorney-in-fact to do everything that such a party is lawfully empowered and authorized to do on behalf of a principal; provided that such power of attorney is limited to matters reasonably related to the Artist' career and activities in the Entertainment Industry. The authority herein granted to the Manager is coupled with an interest 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, and as such, shall be irrevocable during the Term.

c. Manager shall collect and receive all Gross Income intended for Artist and deposit or cash any and all checks and/or other negotiable instruments of any nature and to deduct therefrom and retain any and all sums due to Manager; compensate and pay out of such Gross Income and all sums due to any third parties who rendered services to or on behalf of the Artist or who are otherwise contractually entitled to such compensation; and demand, sue for, collect and receive all goods, claims, money or other items that belong or may be due to the Artist.

d. Artist agree that they will not engage any other agent, representative, or manager to render any services contemplated under this agreement and 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 consent.

e. Manager is not required to render exclusive services to Artist or to devote his entire time or the entire time of any Manager's employees to Artist' 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'. In accordance with Section 9 of this agreement, Manager shall use his best efforts to exercise fair and reasonable business judgment in such circumstances.

5. BOOKING AGENT. It is further understood and agreed by and between the Parties hereto that the obtaining of employment for Artist by Manager is not an obligation of Manager under this Agreement, that Manager is not an employment agent or theatrical agent, that Manager has not offered or attempted or promised to obtain, seek or procure employment or engagements for Artist and that Manager is not obligated, authorized, licensed or expected to do so. Manager may provide assistance in negotiating with theatrical booking agents or other persons, firms or corporations for the purpose of obtaining engagements for Artist, in which event the compensation to be paid to said theatrical booking agents, or other third parties for obtaining such bookings or engagements shall be paid by Artist in addition to the compensation payable to Manager hereunder.

6. THIRD-PARTY OFFERS. Artist shall submit all offers of employment, promotion, marketing, and any other entertainment-related inquiry to Manager. Artist shall also refer any inquiries concerning Artist' services to Manager so that Manager may reasonably determine whether such services are compatible with Artist' career and negotiate said agreements. Artist shall instruct any theatrical agency, employment agency or other third-party who secures engagements and employment for Artist to remit to Manager all monies which may become due Artist and which are received by such party.

7. COMMISSION.

a. As compensation for Manager's services, Manager shall receive as a commission a sum equal to Twenty (20%) percent of Gross Income with respect to any and all engagements, contracts, and agreements contemplated hereunder, reasonably related to Artist's career in the Entertainment Industry, entered into or negotiated during the Term, or any subsequent terms, directly or indirectly, and upon any and all modifications, extensions, renewals, and substitutions thereof and additions thereto, and upon any resumption of such engagements, contracts, and agreements which may have been discontinued during the Term and resumed thereafter. This shall also include any negotiated additions, extensions, modifications, renewals, or substitutions of existing agreements and Artist hereby irrevocably assigns to Manager such sum as and when received by Artist or applied or received by anyone on Artist' behalf.

b. Notwithstanding the foregoing, Artist likewise agrees to pay Manager in perpetuity, compensation following the expiration or termination of this Agreement with respect to any and all engagements, contracts and agreements, or extensions or amendments thereto, entered into during the Term or offers initiated or negotiated during the Term and consummated or executed within three (3) months following the expiration of the Term hereof

c. In the event that Artist forms a corporation during the Term, or any extended terms, for the 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).

d. Artist shall be solely responsible for payment of all booking agencies, fees, union dues, publicity costs, promotional or exploitation costs, travelling 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' professional career or with the performance of Manager's services hereunder, Artist shall promptly reimburse Manager for such fees, costs, and expenses.

8. ACCOUNTING.

a. Manager shall account to Artist within thirty (30) days after the close of each two (2) calendar month period specifying all Gross Income received by Manager on behalf of Artist, describing the source thereof, and specifying all deductions and payments to third parties made therefrom, including, but not limited to, all expenses incurred and expended on behalf of Artist, Manager's commissions and any loans or advances paid by Manager to Artist or on Artist' behalf either from Manager's funds or from Gross Income received by the Manager during such accounting period. Such accounting shall be accompanied by a payment to Artist of the net sum shown to be due to Artist for the applicable accounting period.

b. If Artist receive Gross Income directly, Artist shall be deemed to hold in trust for Manager that portion of such Gross Income that equals Manager's compensation hereunder and such disbursements incurred by Manager on behalf of Artist. Artist shall account to Manager within thirty (30) days after the close of each two (2) calendar month period specifying the amount of Gross Income, if any, received by Artist or by any other party on Artist' behalf, directly or indirectly. Such accounting shall be accompanied by a payment to Manager of the net sum shown to be due to Manager for the applicable accounting period.

9. ASSIGNMENT. Manager may assign this Agreement or any of the rights hereunder only to a firm or corporation in which the Manager is a principal. Artist may not assign this agreement without Manager's consent, except to a loanout company under Artist's control.

10. REPRESENTATIONS AND WARRANTIES.

a. Artist warrant that they are under no disability, restriction, or prohibition with respect to his right to execute this Agreement and perform its terms and conditions. Artist further warrant and represent that no act or omission by Artist hereunder will violate any right or liability to any person. Artist agree to exert their best reasonable efforts to further their promotional career during the Term, and any extension, of this Agreement, and to cooperate with Manager to the fullest extent in the interest of promoting Artist' career.

b. Manager warrants that she has the authority to enter into this Agreement and to be the exclusive provider of the services listed in Section 4 for Artist. Manager does not and shall use her best efforts not to have any binding agreements with third parties that conflict with the provisions of this Agreement. Manager is not involved in any pending material litigation, nor to the best of his knowledge any foreseeable material litigation, related to any provisions or rights granted in this Agreement.

11. INDEMNIFICATION.

a. Manager shall defend, indemnify, and hold harmless Artist against any claims, causes of action, costs, expenses (including reasonable attorney's fees), liabilities, or damages suffered by either party and arising out of or in connection with any negligent act or omission, intentional misconduct, or breach of this Agreement by Manager.

b. Artist shall defend, indemnify, and hold harmless Manager against any claims, causes of action, costs, expenses (including reasonable attorney's fees), liabilities, or damages suffered by either party and arising out of or in connection with any negligent act or omission, intentional misconduct, or breach of this Agreement by Artist.

12. REMEDIES. This Agreement shall be governed by the laws of the State of New York, and any controversy or claim arising out of or in relation to this Agreement, including the validity, construction or performance of this Agreement, shall be resolved by arbitration in accordance with the rules and procedures

of the American Arbitration Association (AAA) before a single arbitrator in New York City. The arbitrator will be instructed to award attorney's fees and arbitration costs to the prevailing party. The resultant decision shall be enforceable in any court having jurisdiction over the party to be bound thereby. With respect to any breach which is capable of cure (not to include the failure to provide services at a given place during a given time period) neither party shall be in breach of this Agreement unless that party fails to cure any breach within thirty (30) days of receipt of written notice of the breach. A waiver of any breach shall not waive a prior or subsequent breach.

13. MISCELLANEOUS. Artist acknowledges that he has had the opportunity to consult with counsel regarding this Agreement. Paragraph headings are for guidance only and shall not be of any effect in construing the contents of the respective paragraphs. As the context may require, terms used in the masculine gender include the feminine gender and neuter, and terms in the singular include the plural. This Agreement contains the entire understanding of the parties as to the subject matter hereof, and all prior Agreements as to such subject matter have been merged herein. If any provision of this Agreement is invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement may not be altered in any way except by an instrument signed by the parties. This Agreement is not a partnership between or joint venture by the parties hereto and neither party is the agent of the other. This Agreement is not for the benefit of any third party, whether or not referred to herein. This Agreement may be signed in counterpart (and/or facsimile and/or PDF), each of which shall be deemed an original, but all of which together shall constitute the Agreement.

All notices, accountings, and payments from either party must be in writing and delivered either personally, by certified mail, or by email as follows:

a. To Manager: _____

email: _____

b. To Artist: _____

email: _____

IN WITNESS WHEREOF, Manager and Artist have executed this Agreement as of the date above first stated.

MANAGER

ARTIST
