

ARTIST MANAGEMENT AGREEMENT

1. THE PARTIES. This Artist Management Agreement (“Agreement”), made _____ is by and between:

Artist: _____, with a mailing address of _____ (“Artist”), and
Manager: _____, with a mailing address of _____ (“Manager”).

The Artist and the Manager are each referred to herein as a “Party” and collectively as the “Parties.”

2. SCOPE. Whereas Artist seeks guidance and direction in the management, development, and promotion of their artistic endeavors to the extent they can be exploited; Whereas, Manager is qualified and with a sufficient network to successfully control such management, development, and promotion for Artist; Therefore, in consideration of the mutual promises herein, it is agreed and understood Artist engages Manager as Artist’s sole and exclusive 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: _____

The Manager shall provide while performing the services, that they shall comply with the policies, standards, and regulations of the Artist, including local, State, and Federal laws, and to the best of their abilities.

3. BOOKING AGENT. It is further understood and agreed by and between the Parties hereto that the obtaining of employment for Artist by Manager _____ an obligation of Manager under this Agreement, that Manager _____ an employment agent or theatrical agent, that Manager _____ offered or attempted or promised to obtain, seek or procure employment or engagements for Artist and that Manager _____ obligated, authorized, licensed or expected to do so.

4. TERM. The term of this Agreement shall commence on _____ and terminate: (check one)

- Upon the completion of services.
- On _____.
- Other: _____.

5. TERRITORY. This agreement is entered effective in the following territories: (check all that apply)

- **North America.**
- **Universe**
- **World**
- **Other:** _____

6. PAYMENT TERMS. The Artist agrees to pay the Manager the following compensation for the services performed under this Agreement: (check one)

- \$ _____ hourly
- \$ _____ bi-weekly
- \$ _____ monthly
- \$ _____ per job. A "Job" is defined under this agreement as _____.
- Commission. The Artist agrees to pay the Manager a commission rate of _____% for _____.
Artist will send payments to Manager on a _____ basis.
- Other: _____.

The Manager's acceptable methods of payment are as follows: (check all that apply)

- Check
- Credit Card
- Wire Transfer
- Other/Multiple: _____

7. EXPENSES. The Artist agrees to reimburse the Manager for the following expenses when incurred: (check all that apply)

- Travel
- Lodging
- Food
- Supplies
- Production Materials
- Costumes
- Visas
- Other: _____

8. INDEPENDENT CONTRACTOR STATUS. Manager acknowledges that they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Artist. Manager shall have no authority to bind or otherwise obligate the Artist in any manner, nor shall the Manager represent to anyone that it has a right to do so.

9. TAXES. The Manager shall pay and be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Manager hereunder. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Manager are for the Manager's account, and the Manager hereby agrees to pay such taxes. Further, the Manager is solely responsible for the withholding of income taxes of the Manager's personnel, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits thereof.

10. 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.

11. CONFIDENTIALITY. Manager acknowledges and agrees that all financial and accounting records, lists of property owned by Artist, including amounts paid, client and customer lists, and any other data and information related to the Artist's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Artist and information that is a matter of public record, Manager shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Manager or any other person, except with the prior written consent of the Artist.

12. MUTUAL REPRESENTATIONS & WARRANTIES. Each party represents and warrants to the other party that it has the legal capacity and authority to enter into this Agreement and to perform its obligations hereunder. Each party represents and warrants that the execution, delivery, and performance of this Agreement by such party do not and will not conflict with or result in any breach of any applicable laws or regulations or any other agreement to which it is a party. Each party represents and warrants that it owns or has the necessary rights, licenses, consents, and permissions to the extent required to fulfill its obligations under this Agreement. Each party represents and warrants that the information provided to the other party in connection with this Agreement, including but not limited to financial statements, is true, accurate, complete, and not misleading in any material respect. Each party represents and warrants that there are no claims, actions, suits, or proceedings pending or threatened against it that would reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.

13. INDEMNIFICATION. Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising

out of or in connection with any breach of the representations and warranties set forth in this Agreement.

14. AMENDMENTS. This Agreement may be modified or amended under the condition that any such amendment is attached and authorized by all parties.

15. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties' heirs, personal representatives, successors, and assigns. Any provision hereof which imposes upon the Artist or Manager an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Artist or Manager.

16. SEVERABILITY. This Agreement shall remain in effect if a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

17. DEFAULT. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

18. BREACH WAIVER. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

19. CAUSE FOR TERMINATION. Each of the Parties will have the right to terminate this Agreement under any of the following conditions: physical inability of the Artist to perform, injurious compromise of public reputation due to moral misconduct, failure in bad faith by either Party to perform their obligations, or mutual agreement in writing to dissolve the relationship. Either Party can terminate this Agreement prior to the end of the term by providing ____ days' written notice to the defaulting party.

20. WAIVER OF CONTRACTUAL RIGHTS. If the Artist or Manager fails to enforce a provision or section of this Agreement, it shall not be determined as a waiver or limitation. Either party shall retain the right to enforce and compel the compliance of this Agreement to its fullest extent.

21. GOVERNING LAW. This Agreement shall be governed under the laws in the State of _____.

22. ADDITIONAL TERMS AND CONDITIONS.

23. ENTIRE AGREEMENT. This Agreement and any attachments or addendums represent the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

24. EXECUTION. The Artist and the Manager each represent and warrant to the other that each person executing this Agreement on behalf of each party is duly authorized to execute and deliver this Agreement on behalf of that party.

The parties have duly executed this Agreement as of the date first written above.

Artist's Signature: _____

Print Name: _____

Manager's Signature: _____

Print Name: _____