

**EXCLUSIVE MANAGEMENT
AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into on _____, 2015 by and between _____ Management Inc. (“Manager”) with an address at _____, and _____ (the “Artist”) residing at _____.

1. **ENGAGEMENT & TERM:** (a) Artist hereby engages Manager as Artist’s sole and exclusive personal representative and manager for a period of two (2) years, commencing from the date hereof (hereinafter referred to as the “Initial Term”). Artist hereby grants Manager three (3) consecutive options to extend the term of this Agreement for an additional period of one (1) year each upon all of the terms and conditions herein, and each option shall commence automatically unless Manager submits notice to Artist to the contrary not later than thirty (30) days prior to the expiration of the Initial Term. The Initial Term and any and all option periods of this Agreement shall hereinafter be referred to as the “Term”.

COMMENTS

Perhaps the most important provision in a management agreement is the “Term,” i.e., the duration of the agreement. In this pro-manager Agreement, the Manager has the right to represent the Artist for an initial period of 2 years followed by three options, to be exercised in the Manager’s sole discretion, to extend the term for one year each. Essentially, the Manager has up to 5 years to collect a commission (see Para. 11 below) from the Artist’s income, whether the Manager actually helps the Artist become more successful, or not.

In a pro-artist agreement, the initial term could be one year, 18 months or even as long as two years. But after that the Manager would only have the right to extend the term if certain performance goals are reached. For instance, the Manager may only have the right to extend the Term for another year if the Artist has earned a minimum amount of money (\$100,000, for example), or has entered into a record deal with a major label. The rationale is, if these events don’t occur, the Manager hasn’t been doing a good job of getting the Artist to the next level. Each subsequent right to extend the duration of the Agreement should be tied to even higher performance goal.

2. **MANAGEMENT SERVICES:** Manager agrees to use best efforts to devote itself to Artist's career and to do all the things necessary and desirable to promote Artist's career and earnings therefrom. These duties shall consist of such activities as working to secure deals with record companies, booking agents, song publishers and music instrument manufacturers, and advising Artist on the recording process, song selection, producers, packaging design for records, etc. Artist hereby authorizes and empowers Manager, and Manager agrees subject to the limitations set forth in Paragraphs 4 through 6 of this Agreement:

(a) to represent, advise and assist Artist in fixing the terms governing all manner of disposition, use, employment or exploitation of Artist's talent and the products thereof;

(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;

(c) to be available at reasonable times and places, subject to Paragraph 5 below, in order to confer with Artist, in connection with all matters concerning Artist's professional career, business interests, employment and publicity;

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

The "Manager's Services" provision in most management agreements, whether pro-management or pro-artist, is generally a boilerplate list of a Manager's duties. Boilerplate, as we discussed in the intro, are standard legal provisions that generally do not necessarily favor one party or the other, and are therefore not usually negotiated. Nonetheless, the Artist should carefully read through this section of the contract to see if there is anything potentially harmful, such as a power of attorney in favor of the Manager, which would allow the Manager to execute contracts and other legal documents on the Artist's behalf without her knowledge or approval.

(e) to engage, discharge and 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 contracts, engagements or employment for Artist;

(f) to advise Artist in all dealings with unions and guilds; and

(g) to generally promote the best interest, professional and artistic value, profit, benefit and advantage of the Artist.

3. **ARTIST'S OBLIGATIONS:** Artist understands and agrees that:

(a) Artist shall be solely responsible for payment of all fees and expenses incurred by Artist, including but not limited to booking agency fees, union dues, publicity auditing fees, travel expenses for the Artist or for any employee of or assistant to the Artist, wardrobe expenses, and all other costs and expenses incurred by Artist, but in no event shall Artist be responsible for any expenses related directly to Manager's general overhead expense. Artist shall be responsible for reimbursing Manager for any and all direct expenses incurred by Manager, for which Manager provides receipts, vouchers and/or other documentation.

Subsection 2(e) should be modified to make the engagement or discharge of theatrical agents, booking agents and others subject to the approval of both the Manager and the Artist.

In regard to the last sentence in 3(a), a few words planted in an innocuous looking paragraph like this can be a landmine for the Artist. The problem is that "direct expenses" are not defined. The Manager could arguably deduct from the Artist's income any expense so long as the Manager kept receipts. This provision should be modified to clarify the expense must be directly in furtherance of the Artist's career, plus any expense over some minimum amount such as \$100 must be pre-approved by the Artist and that any amount over \$250 per month must be pre-approved.

(b) Nothing herein shall be construed to create an obligation on the part of Manager to advance any monies to Artist.

(c) In the event Manager does advance monies to Artist or, solely at Artist's request, to any employee of Artist or anyone else on Artist's behalf, Manager shall be entitled to recover the sum or sums advanced from Artist's Gross Earnings as defined in Paragraph 12.

(d) No advance made by Manager to Artist or to any employee of Artist shall be construed to create an obligation for Manager to make any further advances to Artist or to any employee of Artist.

(e) In the event that Manager incurs costs or expenses in connection with its duties hereunder, including, but not limited to travel expenses and entertainment expenses related to the promotion of Artist's career or for any of the categories described in sub-paragraph 3(a) herein ("Manager Expenses"), Artist agrees that Manager shall have the right to reimburse itself for such Manager Expenses, after deduction of its Commission, from Artist's Gross Earnings as defined in Paragraph 12.

(f) Artist shall not form or enter into any group, association or other entity for purposes of recording records, tapes or audio/visual devices, or for the purpose of performing live engagements, or for the purpose of performing in television, theater or motion pictures, without first obtaining Manager's approval.

Subsection (e) is not as prejudicial to the Artist as the last sentence of subsection (a) because it ties the Manager's expenses to the promotion of the Artist's career, but it still gives the Manager too much discretion. For instance, this language would arguably give the Manager the right to deduct the cost of a vacation if the Manager had a single meeting regarding the Artist's career. Again the contract should include a clause that any expense over some minimum amount such as \$100 must be pre-approved by the Artist and that any amount over \$250 per month must be pre-approved.

<p>(g) Artist warrants that Artist will actively pursue Artist's career in the entertainment industry and will follow all advice and counsel proffered by Manager hereunder.</p> <p>(h) Artist and Manager hereby agree that the selection of Artist's road manager shall be decided by Manager.</p> <p>4. <u>OTHER ARTIST:</u> Artist understands that Manager may represent and continue to represent other persons, artists and performers, and Artist agrees that Manager shall not be required to devote Manager's entire time and attention to fulfilling Manager's obligations under this Agreement.</p>	<p><i>Subsection (g) should be modified by inserting the word "reasonable" immediately before the words "advice and counsel." Otherwise, the Artist would be in breach if she didn't follow every piece of advice the Manager handed down no matter whether that advice is brilliant, or utterly terrible. Every human is fallible, even the most successful manager.</i></p> <p><i>Subsection (h) should give the Artist approval rights over selection of the road manager because the Artist must practically live with the road manager when on tour.</i></p> <p><i>Paragraph 4 is reasonable but if the individual who the Artist wants to manage her is part of a firm including other managers, a pro-artist agreement would supplement this paragraph with a "key man" clause. The following is an example of such a provision:</i></p> <p>During the Term, _____ shall be primarily responsible for Manager's activities under this Agreement. Notwithstanding the foregoing, it is understood and agreed that _____ may delegate day-to-day responsibilities to other employees of Manager provided _____ remains primarily responsible for the activities and services provided by Manager. Notwithstanding anything to the contrary contained herein, in the event that _____ shall cease to be employed by Manager or shall cease to be primarily responsible for Manager's activities hereunder ("Key-Man Event"), Artist shall have the right to terminate the Term of this agreement effective upon the date of Artist's notice to Manager of such Key-Man Event.</p>
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5. **MEETINGS:** Manager shall not be required to travel or to meet with Artist at any particular times or places except in Manager's discretion and provided that arrangements have been made for costs and expenses of such travel to be paid for by Artist, but if said costs and expenses are paid by Manager, the full amount of such costs and expenses shall be recoupable from the Artist as provided in paragraph 3 above.

6. **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. Artist and Manager hereby agree that the selection of booking agent(s) must be approved by Manager.

7. **EXCLUSIVITY:**

(a) Artist shall not, during the Term of this Agreement, engage any other person, firm or corporation or otherwise, to act on her behalf in the capacity of a personal manager or to perform any of the services or undertakings of Manager

While it is reasonable not to require the Manager to travel long distances to meet with the Artist if, for example, the Artist is on the road, the Manager should make himself reasonably available to meet with the Artist at other times. Moreover, the Artist should have the right to approve any travel expenses if the Manager and Artist decide that the Manager should travel to meet with the Artist.

The Manager needs this provision because an employment agency license is legally required in most states, including California and New York, in order to solicit employment. Most managers don't have these licenses because securing an employment agency license usually requires posting a bond and other formalities. But, to solicit employment without a license would, in most states, subject the Manager to civil and even criminal penalties. The boilerplate language included in this paragraph is designed to avoid placing the Manager in jeopardy of these penalties.

The Manager does not want to compete with third parties for the Artist's attention, nor does he want to share his commission. However, there are some occasions where it is reasonable for an Artist to have more

as provided for herein.

(b) Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as limiting Artist's ability to retain legal advice and counsel or financial investment advice.

8. **USE OF NAME & LIKENESS:** Artist agrees that Manager may publicly represent itself as Artist's exclusive manager, and for the purposes of this Agreement, Artist grants Manager the right to use Artist's likeness, photograph, and approved biographical material and the like as in Manager's reasonable discretion shall be advisable.

9. **PERFORMANCE OBLIGATIONS:**

(a) Artist will use best efforts to perform such services at such times and at such places as Manager directs.

(b) For the purposes of this Agreement, Artist grants Manager the right to use Artist's likeness, photograph, and approved biographical material and the like as in Manager's reasonable discretion shall be advisable. Artist will comply with the rules and obligations covering such services in all respects.

than one Manager. Suppose for instance, that the Artist has a separate career as a novelist in addition to his music career. The Artist may wish to have separate representation for his career as a writer. This issue also arises in the definition "Entertainment Business." See Paragraph 11(c) below.

A pro-artist contract would limit the Manager's right to use the Artist's "likeness" and "photograph" to those images that the Artist has approved.

This provision should be modified because it gives too much power to the Manager. The Manager will be protected if the Artist fails to pursue her career (see Paragraph 17), but the Artist should not have to do everything the Manager "directs".

See comment for Paragraph 8.

10. **ARTIST NOT A MINOR**: Artist warrants and represents that she is an adult and not a minor under the laws governing this Agreement and the performance hereunder.

If the Artist is a minor, in most states, the Artist could rescind or nullify the entire agreement. In many states, including New York, any person under the age of 18 can rescind an agreement that requires a period of years to take place. A manager entering into a deal with a child should consider a legal process having a judge “affirm” that the contract is fair. This judicial process generally costs between \$5,000 and \$10,000 in legal fees and that cost should not be chargeable to the Artist.

11. **COMPENSATION**:

(a) As compensation for services to be rendered hereunder, Artist hereby agrees to pay Manager a sum equal to Twenty Percent (20%) of one hundred percent (100%) of Artist’s “Gross Earnings” as defined in paragraph 11(b) (hereinafter the “Commission”).

15% to 20% of gross earning is standard. Since this is a pro-management agreement, the commission is 20%.

(b) The term “Gross Earnings”, as used herein, refers to the total of all earnings, whether in the form of salaries, earnings, fees, bonuses, royalties, advances against royalties, sponsorship fees, endorsement fees, residuals, deferred compensation, union payments in connection with Artist services, interest, shares of profits, or any other kind or type of income which is reasonably related to Artist’s career in the “Entertainment Business” as defined below.

This clause is the standard “pro-management” definition of gross earnings. It would be better for the Artist to have a “net” deal, but this is hard to get. A net deal would exclude income that the Artist needs to spend to make money. In other words, the Artist’s expenses in connection with her career are taken off the top, and the Manager’s cut is taken as a percentage of the remainder. As we discussed in the introduction, it is essential that agreement spells out specific exclusions to “Gross Earnings.” See comments in connection with Paragraph 11(d) below.

(c) The "Entertainment Business" shall include live performance, personal engagements, amusement, music recording, music publishing (and all income derived from music publishing), music production (including but not limited to income earned in connection with Artist's rendering producer or remixer services), Artist production company, Artist record label, motion picture, endorsements and branding, theatrical and advertising fields and all similar areas whether now known or hereafter devised in fields and all similar areas whether now known or hereafter devised in any media and throughout the world, in which Artist's artistic talents are developed and exploited, received by Artist or by any person, firm or corporation (including Manager) on Artist's behalf, including but not limited to Artist's heirs, executors, administrators or assigns.

(d) Notwithstanding anything to the contrary above, Gross Earnings, as used herein shall specifically exclude (i) any actual recording or video production costs paid to unaffiliated and unrelated third parties in connection with Artist's recording or video performance, (ii) income derived by Artist from any business investments and non-entertainment industry related activities, or (iii) money used for sound and lights and/or actual tour support expenses.

This definition of the "Entertainment Business" is defined in the broadest possible terms because it is in the Manager's interest to apply his commission to ANY and ALL income that the Artist makes in the entertainment industry from selling records to writing a cook book. The Manager will argue that creating success in any area of the entertainment business such as music will create opportunities in other areas. The Artist should try to at least "carve-out" forms of income that the Artist does not need the Manager's help to make or sustain. See comments to paragraph 12 below.

A totally pro-management agreement would not even have these deductions, but they are essential to protect the Artist. For instance, subsection (i) excludes recording costs. Suppose the Artist's record deal provides that a label will pay an advance of \$50,000 inclusive of recording costs, and the Artist spends \$35,000 to make an album including studio time, producers, side musicians, and mixing. Without (i) the Manager's Commission would be \$10,000 (20% of \$50,000), and the Artist would end up with \$5,000. Plus the Artist would still be responsible for paying all her other expenses such as food, rent and taxes.

Subsection (iii) is also an essential

<p>12. <u>CARVE-OUTS:</u> Notwithstanding anything to the contrary in the foregoing, Manager shall not be entitled to its Commission in regard to any income paid to Artist as a free-lance make-up artist.</p>	<p><i>exclusion. Here's why: If the Artist is unsigned and paying for the costs of touring, unless the management agreement is carefully negotiated, the Artist could easily end up being left with little or nothing, or even owing the Manager money. For instance, if the Artist makes a total of \$15,000 playing live gigs on a tour, the expenses — such as a tour bus, gas, hotel, etc., — could end up costing \$12,000. The Manager's commission would be 20% of \$15,000 or \$3,000, leaving the Artist with exactly nothing.</i></p> <p><i>The bottom line is that all reasonable expenses such as production costs including videos and records, touring costs including light and sound expenses as well as travel and accommodations, have to be spelled out in the Agreement and deducted from "Gross Earnings." The quibbling starts when the attorneys try to define reasonable expenses. For instance, if the Artist has to fly to a gig, the Manager's attorney may insist that he or she flies coach, spends less than \$50 a day on food, rent an economy car, and stay at no better than a 3 star hotel. The Artist's attorney will want to deduct car rental and any other costs that the venue does not cover.</i></p> <p><i>Carve out clauses are designed to exclude income that it may be unfair for a Manager to commission. For instance, in this case the Artist may be an aspiring singer/songwriter who has been making a living as a free lance make-up artist. She is not hiring the Manager to make her more money from being a make-up artist. So it is</i></p>
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13. **POST-TERM COMPENSATION:** The compensation agreed to be paid to Manager pursuant to paragraph 11 hereof, or any other provision of this Agreement, shall be based upon Artist's Gross Earnings (as herein defined) earned by Artist or received by Artist, Manager or Business Manager during the Term of this Agreement. 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.

reasonable to "carve out" that income from "Gross Earning."

An off the shelf pro-management agreement will have absolutely no time limits on the Manager's right to receive a commission from agreements entered into during the Term. It will state, as this Agreement does, that any contract entered into during the Term, or any "extensions or amendments" of that contract will be subject to the Manager's Commission. This means that as long as the Artist is with the same label or music publisher that the Manager originally helped the Artist sign with, the Artist would be obligated to continue paying the Manager for any income derived from that contract FOREVER. Many successful artists such as Bruce Springsteen, Billy Joel, and Bob Dylan have been with the same the record company for decades. For example, Bob Dylan signed with Columbia Records in 1961 and is still with that label. If they signed this Agreement, they would still be paying the Manager for any monies Columbia is still paying them.

To prevent the Artist from owing the Manager long after the Term has expired, the Artist should negotiate a "sunset clause." Sunset clauses specify that even if the Artist is making money from a contract originally entered into during the term of the Agreement, the Manager will not receive a commission after the termination of the Agreement. Or, at least, the Manager should not receive his full commission. Here is a typical sunset clause:

“Following the Term, artist shall pay manager’s commission (“post term commission”) with respect to artist’s gross earnings, as and when collected, derived from agreements entered into during the Term as follows:

Post-Term Years/ Commission

*1 / 12.5%
2 / 7.5%
3-4 / 2.5%
5+ / 0%”*

Sunset clauses reward managers for their work during the term of the agreement and at the same time afford the Artist the ability to sign with another manager and avoid paying two full commissions.

A totally pro-manager agreement would also include a clause allowing the Manager to commission in perpetuity “any product of Artist’s talents including musical compositions.” This is sometimes referred to as a manager’s “pension” clause because one great song can generate income for a lifetime or longer.

14. **ARTIST’S INCORPORATION:** In the event that Artist forms a corporation during the Term hereof for the purpose of furnishing and exploiting Artist’s artistic talents, Artist agrees that the Gross Earnings of such corporation prior to the deduction of any taxes, expenses or other deductions shall be included as part of Artist’s Gross Earnings as herein defined.

**15. PAYMENT OF GROSS EARNING;
REIMBURSEMENT OF MANAGER
EXPENSES:**

(a) Artist shall be entitled to retain an accountant or other music business professional to act as a business manager (“Business Manager”), provided that Manager shall have the absolute right to approve the Business Manager. The Business Manager shall have the obligation to collect and receive all Gross Earnings with respect to which Manager’s Commission is payable. The Business Manager shall also handle Artist’s accounting activities including, without limitation, payment to Manager of Manager’s Commission due hereunder and reimbursement to Manager of Manager’s Expenses. Artist shall direct said Business Manager to pay Manager its Commission from of one hundred percent (100%) of Gross Earnings and Manager’s Expenses within five (5) days of receipt of any Gross Earnings during the Term and thereafter so long as Manager is entitled to receive its Commissions hereunder. Manager shall receive a written accounting statement each month during the Term in which Artist receives Gross Earnings. Said accounting statement shall set forth all Gross Earnings received by the Business Manager hereunder during the prior month, specifying the source, and the amount received or earned from each source. It is understood that the Business Manager is generally paid a commission of five percent (5%), but the Business Manager’s compensation shall be mutually approved by Manager and Artist.

(b) Until such time as Artist has retained a Business Manager (who, as set forth above, shall be subject to Manager’s

Who collects the money? Many good managers do not want to collect the money and prepare accounting statements to an artist because that can be a time consuming job in itself. These managers would prefer to use their time to generate opportunities. The Artist, in turn, may not feel completely comfortable relying on the Manager to pay him. A good alternative, at least when the Artist is making significant income, is for the parties to mutually approve a third party “business manager” (usually a certified accountant) who can collect and accurately account to both the Artist and the Manager.

The business manager can also be responsible for paying the Artist’s taxes, managing the Artist’s money (so she doesn’t spend it too quickly), and advising the Artist on investment opportunities. Business managers usually receive a 5% fee for these services. Again, just as in the deal between the Artist and the Manager, that fee should be a percentage of the Artist’s income excluding income that the Artist must spend for production costs, touring, and other reasonable expenses.

approval), Manager shall have the exclusive right to collect any and all Gross Earnings as defined in Paragraph 11 of this Agreement. Manager shall deduct Manager's Commission of twenty percent (20%) of one hundred percent (100%) Gross Earnings, and thereafter deduct Manager's Expenses, and then pay Artist the balance of Gross Earnings. Manager agrees to disburse to Artist any and all sums collected by Manager and due to Artist promptly after receipt of said sums by Manager after deducting its Commission and Expenses. In the event that any party actually pays any Gross Earnings to Artist instead of Manager, Artist agrees to immediately pay Manager that portion of those Gross Earnings that equals Manager's Commission. Artist shall execute any document that may be legally required for Manager to collect or receive any Gross Earnings.

16. POWER OF ATTORNEY: Artist hereby grants, assigns and conveys to the Manager the right to sign the following types of contracts, instruments or legal documents on his behalf: (a) a personal appearance engagement for up to three days and/or nights; and (b) any other contract, instrument or legal document if the Artist is unavailable and the Manager has the Artist's verbal, email or fax approval.

17. SUSPENSIONS & EXTENSIONS: Manager shall have the right to suspend the running of the Term of this Agreement and its obligations hereunder upon written notice to Artist, if for any reason Artists fails cooperate with Manager or fails to actively pursue her entertainment business career or if the ability of Artist to perform shall become physically or

Some managers will ask for the right to enter into agreements on behalf of an artist. The Artist may wish to give the Manager the right to sign agreements on their behalf, but only after the Manager consults with him, apprises her of the terms of any agreement, and the Artist accepts the contract. If I represented the Artist I would subject (a) to the Artist's approval as well as (b) "any other contract."

The term of a management contract should arguably be suspended if the Artist "fails to actively pursue her entertainment business career or if the ability of Artist to perform shall become physically or mentally impaired," but "failure to cooperate" is too broad. A pro-artist contract would delete

mentally impaired, as a result of such impairment Artist becomes unable to comply with any of his material obligations hereunder. Such suspension shall be for the duration of Artist's failure to perform and the Term of this Agreement (including any options or renewal terms) shall be automatically extended by such number of days equal to the total number of days of any such suspension pursuant to this paragraph.

18. **REPRESENTATIONS & WARRANTIES:** The Artist hereby represents and warrants that she has not entered into any agreement or contract which shall in any way interfere or conflict, or which does in any way interfere or conflict, with Artist's obligations hereunder. Artist further agrees that she shall hold Manager harmless and indemnify Manager from any and all claims arising out of such lack of disclosure and from any and all loss, damage, liability or expense, including cost of suit and reasonable attorneys fees, resulting from or arising out of such lack of disclosure. The parties further agree to indemnify and hold each other harmless from any and all claims and from any and all loss, damage, liability or expense, including cost of suit and reasonable attorneys fees, resulting from or arising out of the breach of any agreement, representation or warranty made by either party herein.

19. **AUDIT:** The Parties hereby agree that a certified public accountant or attorney may inspect and audit the books and the records of either Party or Business Manager to ascertain the accuracy of any statement rendered pursuant to this Agreement. The aforementioned audit and/or inspections, if any, shall only be upon receipt of written notice within thirty (30) days and at the principal place of business where such books and records are maintained with respect to the Artist may not assign this Agreement or any of the rights granted herein.

this language.

Whether the Artist or the Manager collects the money, there should be an accounting and audit provision applying to that party.

24. **DEFAULT**: It is agreed that no Party herein shall be deemed to be in breach or default hereunder, which breach or default would otherwise be deemed a material breach or default, unless and until the aggrieved Party shall first give to the Party allegedly in breach of default written notice by certified or registered mail, return receipt requested, describing the exact service which the aggrieved Party requires of the Party allegedly in breach or default. The Party allegedly in breach of default shall thereafter have a period of thirty (30) consecutive days to remedy such breach or default.

23. **ASSIGNMENT**: Manager may assign this Agreement or any of the rights hereunder to any person, firm, or corporation which has regular business in the entertainment industry including a corporation in which the Manager is a principal. Notwithstanding the foregoing, Artist may not assign this Agreement or any of the rights granted herein.

22. **INJUNCTIVE RELIEF**: The services to be rendered by the Artist hereunder are personal, unique and irreplaceable, and any breach or threatened breach of this Agreement by the Artist shall cause irreparable harm and shall entitle Manager to injunctive relief in addition to and without limiting any other remedy that may be available to the Manager or other parties.

21. **GOVERNING LAW**: This Agreement shall be construed and interpreted according to the laws of New York. The parties hereto agree that any controversy arising under this Agreement shall be adjudicated under the jurisdiction of a competent court within the State of New York.

The Artist will want to modify this clause to allow the Manager to assign the Agreement ONLY to a corporation in which the Manager is a principal, and not “to any person, firm or corporation.” Otherwise the Artist may wind up with a person as a manager that she doesn’t even know.

The Manager can use this clause to enforce the provisions of the Agreement including payment of the Manager’s Commission, and to annul any other management deal the Artist may wish to enter into.

It would be advantageous to the Artist if the jurisdiction of any court adjudicating a dispute under this Agreement is the state in which the Artist resides.

25. **NOTICES and APPROVALS**: All notices and approvals required by this Agreement (including approvals required under Paragraph 16 above) must be in writing and delivered to the other Party by certified mail or by electronic mail (i.e., e-mail) to the following email addresses:

TO MANAGER: _____@____.com (or other email address as specified by manager from time to time)

TO ARTIST: _____@____.com (or other email address as specified by Artist from time to time)

26. **WAIVER**: A waiver of any provision or breach of this Agreement at any time shall not constitute a waiver of any other provision nor shall it constitute a waiver of the same provision or any other breach at any subsequent time. Any provision or clause of this Agreement which is deemed invalid or unenforceable, at law or otherwise, shall not affect the validity and binding nature of the rest of this Agreement.

27. **MEANING OF TERMS**: Every word or phrase defined herein shall, unless herein specified to the contrary, have the same meaning throughout. As used herein, wherever applicable, and as the context shall so require, the singular shall include the plural and the plural shall include the singular. Termination or discharge of this Agreement, or any provisions thereof, shall be binding unless confirmed by a written instrument signed by the Party sought to be changed. The headings of the paragraphs herein are intended for convenience only, and shall not be of any effect in construing the contents of this Agreement.

28. **LEGAL COUNSEL**: Artist hereby acknowledges that Artist has been advised to seek and receive legal advice from independent counsel with respect to the terms and provisions of this Agreement. Artist has either consulted

Older forms would not include notice by e-mail.

This is an example of standard boilerplate that is not necessarily advantageous to either side

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Note that this provision states that the Artist CAN waive her right to consult an attorney. Therefore if the Artist claims she didn't know what she was signing, the

with such attorney or has waived such right and decided to enter into this Agreement freely having read and agreed to each and every provision hereto.

29. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties hereto, and no modification, amendment, waiver or change shall be valid except in a writing sign by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year herein above the first written:

ARTIST:

MANAGER:

Authorized Signatory

Manager can argue that she was advised to consult one, and that it's not his fault if she did not understand the Agreement.

This is another example of standard boilerplate that is not necessarily advantageous to either side

