

Personal Manager Agreement

Agreement made as of the day of , 200 , by and between , c/o , Suite , , ("Manager") and , c/o , , ("Artist").

WITNESSETH

WHEREAS, Artist wishes to obtain advice, guidance, counsel and direction in the development and furtherance of Artist's career as a musician, composer, arranger, publisher, actor, writer, producer, director, author, and performing artist and in such new and different areas as Artist's artistic talents can be developed and exploited; and

WHEREAS, Manager by reason of Manager's 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 in consultation with Artist to render such advice, guidance, counsel, direction and other services as Artist may reasonably require to further Artist's career as aforesaid including, but not limited to, the following services:

- (a) To represent Artist and act as Artist's negotiator;
- (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 to confer with Artist in connection with all matters concerning Artist's professional career, business interests, employment and publicity;
- (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, voice and artistic and musical materials; provided that if reasonably possible, Manager shall use reasonable efforts to obtain Artist's approval of any such name, photographic likeness, voice, artistic and musical material prior to use thereof; and
- (e) Subject to Artist's prior consent, 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 contracts, engagements or employment for Artist. Manager is not obligated to and shall not render any services or advice that would require Manager to be licensed as an employment agency in any jurisdiction. Artist acknowledges that Manager is not a booking agent and is not required to obtain employment for Artist.

2. (a) Manager is not required to render exclusive services to Artist or to devote the entire time of Manager to the affairs of Artist. 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.

(b) It is expected that _____ will render the advice, guidance, counsel, direction and other services as provided in paragraph 1 of this agreement. _____ shall make all major decisions respecting Artist's career and shall be primarily responsible for the managing of Artist.

3. Artist hereby appoints Manager as Artist's sole and exclusive personal manager throughout the world in all matters, including but not limited to the advice, guidance, counsel and direction specifically referred to in paragraph 1 hereof.

4. (a) As compensation for the services to be rendered to Artist by Manager hereunder, Manager shall receive a commission from Artist of fifteen (15%) percent of Artist's gross earnings.

(b) The term "gross earnings," as used herein, refers to the total of all earnings, (whether in the form of salary, bonuses, royalties (or advances against royalties), interest, percentages, shares of profits, merchandise, shares in ventures, products, properties of any kind or type of income) which are reasonably related to Artist's career in the entertainment, amusement, music, recording, motion picture, television, radio, publishing, literary, theatrical, video and advertising fields and all similar areas whether now known or hereafter devised, in which Artist's artistic talent are developed and exploited, received directly or indirectly by Artist or by any other person, firm or corporation on Artist's behalf. It is understood that, for the purpose hereof, no expense, cost or disbursement incurred by Artist in connection with the receipt of "gross earnings" (including salaries, shares of profits or other sums paid to an individual participating in Artist's presentation) shall be deducted therefrom prior to the calculation of Manager's compensation hereunder.

(c) The compensation agreed to be paid to Manager shall be based upon gross earnings (as herein defined) 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: (i) any services performed by Artist during the term hereof; or (ii) any contract negotiated or entered into during the term hereof and any renewal, extension (by exercise of option or otherwise), modification, amendment or substitution of such contract; (iii) any contract entered into prior to the term hereof pursuant to which Artist shall render services during the term hereof and any renewal, extension (by exercise of option or otherwise), modification, amendment or substitution of such contract; or (iv) any product of Artist's services or talents or of any property created by Artist or Artist in whole or in part during the term hereof. Notwithstanding the foregoing, after the termination or expiration of the term of this agreement, including any extensions or renewals thereof, Manager's compensation pursuant to this subparagraph 4(c) shall be 15% for the first year after such termination or expiration, 10% for the second year after such termination or expiration, 8% for the third year after such termination or expiration, 5% for the fourth year after such termination or expiration, and nothing thereafter. Further notwithstanding the foregoing, Manager shall be entitled to receive a full 15% commission as compensation from all gross earnings derived by Artist from the exploitation of all phonograph recordings released during the term of this agreement, including any extensions or renewals thereof, regardless of the termination or expiration of this agreement.

(d) Notwithstanding anything to the contrary contained herein, the term gross earnings shall not include:

(i) Actual recording and video costs for recordings featuring Artist's performances;

(ii) Deficit tour support;

(iii) Monies paid to Artist for the cost of sound and light equipment at live personal appearances by Artist to the extent that such monies are actually used to pay for sound and light costs and such personal appearances;

(iv) Artist's gross earnings derived from Club Dates, Bar Mitzvahs, Weddings, and Commercial Jingles. If Artist requires the services of Manager in connection with any such Club Dates, Bar Mitzvahs, Weddings, and Commercial Jingles, then Manager shall receive a commission of 10% of the gross earnings of Artist from such Club Dates, Bar Mitzvahs, Weddings, and Commercial Jingles.

5. The term of this agreement shall be for a period of one (1) year commencing _____, 200____, and terminating _____, 200____ ("the First Year"). Manager and Artist, may, upon their mutual written agreement, renew this agreement for up to for four additional option periods:

6. As, if and when Manager secures a record contract for Artist, Manager will receive a Fifteen Hundred (\$1500.00) Dollar "finders' fee," as an advance against commissions otherwise due hereunder. The "finder's fee" shall be due upon payment of the recording advance, budget or fund for the first recording to be made pursuant to the recording contract. The "finder's fee" shall be recoupable against commissions otherwise due to Artist from record royalties or commissionable advances.

7. Artist hereby irrevocably appoints Manager for the term of this agreement and any extensions hereof as Artist's true and lawful attorney-in-fact to sign, make, execute and deliver any and all personal appearance contracts requiring Artist to render services for a period of no more than two (2) periods of three (3) consecutive days each during any one (1) week period, in Artist's name. Manager shall have the right to receive, collect and deposit funds for and on behalf of Artist. Artist shall use his best efforts in Artist's agreements with third parties to provide for all gross earnings to be received by Manager on Artist's behalf. In the alternative, Artist shall have the right to appoint a business manager, acceptable to Manager, to receive all of Artist's gross earnings on Artist's behalf and simultaneously with such appointment, Artist shall execute an irrevocable letter of direction directing the business manager to promptly pay to Manager any and all compensation due to Manager hereunder.

8. (a) Artist shall, as between Artist and Manager, be solely responsible for payment of all booking agencies fees, union dues, publicity costs, promotion or exploitation costs, long distance telephone expenses, traveling expenses and wardrobe expenses and all other fees, costs and expenses incurred by Artist. In the event that Manager advances any of the foregoing fees, costs or expenses on behalf of Artist, or incurs any other fees, costs or expenses in connection with Artist's professional career or with the performance of Manager's services hereunder, Artist shall promptly reimburse Manager as billed for such fees, costs and expenses. Without limiting the foregoing, such direct fees, costs and expenses incurred by Manager shall include long distance telephone, accounting and bookkeeping expenses incurred on Artist's or Artist's behalf, promotion and publicity expenses, and reasonable travel (i.e. the same "class" as Artist travels) and living accommodation expenses and costs whenever Manager, in Manager's opinion, and agreed to by Artist, shall deem it advisable to accompany Artist outside of _____, _____. Notwithstanding the foregoing, Artist shall not be obligated to reimburse Manager for more than \$500 per single reimbursable expense or no more than \$2500 in any one month unless such expense has been approved by Artist.

(b) Manager is not required to make any loans or advances to or for the account of Artist but in the event Manager does so, Artist shall repay such loans or advances promptly. It is hereby agreed and understood that any such loans or advances not repaid to Manager by the expiration or earlier termination of this agreement shall be repaid to Manager promptly upon demand.

9. Artist warrants that: Artist is under no disability, restriction or prohibition with respect to Artist's right to execute this agreement and perform its terms and conditions; no act or omission by Artist hereunder will violate any right or interest of any person or firm, or will subject Manager to any liability, or claim of liability to any person or firm; and Artist has the right to and shall collect any and all gross earnings derived from Artist's activities in all areas of the entertainment field. Artist agrees to indemnify Manager and to hold Manager harmless against any damages, cost, expenses, fees (including reasonable attorneys' fees) incurred by Manager in any third party claim, suit or proceeding instituted against Manager in which any assertion is made which is inconsistent with any warranty, representation or covenant of Artist, provided such claim is finally adjudicated or settled with Artist's consent (which consent shall not be unreasonably withheld). Artist agrees to cause Artist to exert Artist's best efforts to further Artist's professional career during the term of this agreement and to cooperate with Manager to the fullest extent in the interest of promoting Artist's career.

10. (a) In the event that Artist receives gross earnings, Artist shall keep accurate and complete books of account and records of all transactions undertaken by Artist in connection with Artist's professional career, which books and records may be inspected at Artist's office not more than twice in any calendar year, during regular business hours, by a certified public accountant designated by Manager, upon reasonable notice to Artist.

(b) Artist shall render to Manager, within thirty (30) days following the expiration of each calendar month during which Artist receives gross earnings, a statement of account showing the gross monthly earnings, and the compensation and expense reimbursement (if any) due to Manager. The rendering of each such statement shall be accompanied by payment to Manager of the amount shown thereby to be due.

(c) Manager shall receive all gross earnings on account of and on behalf of Artist. Manager shall keep accurate and complete books of account and records of all transactions undertaken by Artist in connection with Artist's professional career, which books and records may be inspected at Manager's office not more than twice in any calendar year, during regular business hours, by a certified public accountant designated by Artist upon reasonable notice to Manager.

(b) Manager shall render to Artist, within thirty (30) days following the expiration of each calendar month during which Artist earns gross earnings and Manager has received such gross earnings, a statement of account showing the gross monthly earnings, and the compensation and expense reimbursement (if any) due to Manager. The rendering of each such statement shall be accompanied by payment to Manager of the amount shown thereby to be due.

11. There shall be no change, amendment, modification or discharge of this agreement unless it is reduced to writing and signed by all parties hereto. No waiver of any breach of this agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

12. It is agreed that as a condition precedent to any assertion by Artist that Manager is in default in performing any obligation contained herein, Artist must advise Manager of the specific facts upon which it is claimed that Manager is in default and Manager shall be allowed a period of thirty (30) days after receipt of such notice, to cure such default. The parties agree that no breach of the terms hereof will be deemed incurable.

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

14. This agreement shall be construed in accordance with the laws of the State of _____ governing contracts wholly executed and performed therein and shall be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, assigns and successors.

15. In the event any provision hereof shall be for any reason illegal or unenforceable, the same shall not effect the validity or enforceability of the remaining provisions hereof. If this agreement is, for any reason, invalid, illegal, or unenforceable, Artist agrees that Manager shall nevertheless be entitled to the reasonable value of Manager's services and shall be entitled to retain all compensation paid to Manager hereunder as the reasonable value of such services.

16. All notices hereunder shall be in writing and shall be sent via certified mail, return receipt requested, telefax or via personal delivery. The date of receipt of such notice shall be deemed the date of the giving thereof. All notices to Manager shall be sent to the address first set forth. All notices to Artist shall be sent to the address first set forth.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first indicated above.

, INC.

by:
Authorized Signatory

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Artist