

# Management Agreement

## Introduction

This Management Agreement is between \_\_\_\_\_ ("Manager") and \_\_\_\_\_ ("Band"), comprising the following members: \_\_\_\_\_ ("Band Members").

Band agrees to have Manager serve as its exclusive personal manager.

## Obligations of Manager

Manager will use its best efforts to perform the following services:

- **Guidance and Advice.** Manager will give guidance and advice in order to enhance Band's career in the entertainment, music, and related industries. This guidance and advice includes methods of presenting Band's music and talents and the selection and coordination of business managers, accountants, and booking agents who may obtain employment for Band.
- **Engagement of Services.** Manager will serve as Band's exclusive agent for the exploitation and promotion of Band's music services and products throughout the world. Nothing contained in this Agreement limits Manager's right to represent other musicians, bands, or entertainers.
- **Negotiation and Execution of Agreements.** Manager will work in association with Band in the negotiation of recording, merchandising, or other agreements affecting Band.
- **Other Obligations. [optional]** \_\_\_\_\_

## Key Person Provision

*[Check if applicable and fill in blank]*

\_\_\_\_\_ ("Key Person") of Manager's company will directly oversee the day-to-day performance of its services under this Agreement. In the event that Key Person is not directly involved in the day-to-day activities, Band is entitled to terminate the management relationship.

## The Term

The term of this Agreement will continue for *[check one]*:

\_\_\_\_\_ years after the date of execution of this Agreement.

\_\_\_\_\_ years after the date of execution of this Agreement, except that either party may

terminate the Agreement within one year of the date of execution by sending written notice to the other party.

[ ] \_\_\_\_\_ years after the date of execution of this Agreement, except that Band may terminate this Agreement at the end of any year if the Band fails to earn gross income (as defined in this Agreement) of at least \$\_\_\_\_\_ during that year.

[ ] \_\_\_\_\_ years after the date of execution of this Agreement, except that Band may terminate this Agreement at the end of any year if the Band fails to earn gross income (as defined in this Agreement), according to the following schedule: (a) at least \$\_\_\_\_\_ during the first year of the Management Agreement; or (b) at least \$\_\_\_\_\_ during the second year of the Management Agreement.

[ ] \_\_\_\_\_ years after the date of execution of this Agreement, except that Band may terminate this Agreement if the Band has failed to sign a record Agreement with a major label within \_\_\_\_\_ years of signing this Agreement.

[ ] \_\_\_\_\_ years after the date of execution of this Agreement, and Band agrees to renew the Agreement under the same terms and conditions for an additional two years if the Band has signed a recording Agreement with a major label within \_\_\_\_\_ years of the execution of this Agreement.

### **Commission During the Term**

Manager is entitled to \_\_\_\_\_ % of Gross Revenues received by Band during the term. "Gross Revenues" is all money including advances and fees received by Band in connection with Band's entertainment-related activities but excluding: *[Check if excluded]*

[ ] recording funds advanced by a record company

[ ] money paid to make videos

[ ] payments to record producers, musicians, mixers, remixers, directors, website developers, engineers, or any other individuals involved in the creation of audio or audiovisual recordings

[ ] payments to non-band-member cowriters or copublishers

[ ] tour support

[ ] booking agent fees

[ ] payments to opening acts

[ ] expenses in connection with promotional and marketing activities and independent

promotion, marketing, or publicity

- income from music publishing and songwriting
- income from any entertainment presentations that Manager packages or presents and for which Manager receives a portion of the ticket revenues for packaging or presenting the event
- payments to non-band-member musicians
- any reimbursements received by Band for expenses paid out of Gross Revenues
- payments for Band website creation and maintenance
- income from recording studios, acting, or other entertainment or other nonband sources of revenue.

### **Commission on Publishing Income**

*[Check if applicable and fill in blanks]*

- Manager is not entitled to commission on revenue from music publishing in any year of the Term unless Band has received Gross Revenues in that year in excess of \$ \_\_\_\_\_ (the "Publishing Cap"). In the event the Publishing Cap is reached, Manager is due \_\_\_\_\_ % of the Band's publishing income paid that year. In no event shall Manager take a commission on: (a) what is commonly known as the "writer's share" of the songwriting; (b) performance royalties from BMI or ASCAP; (c) any royalties from synchronization rights other than for Band videos; or (d) cover recordings by other artists.

### **Commission After the Term**

Unless Manager has been terminated for a material breach of this Agreement, Manager is entitled to post-term commission payments on any type of income that was subject to commission during the term. Under no circumstances is Manager entitled to income from albums or videos created before or after the Term.

These post-term commission payments will be at the following rates during the specified periods:

- \_\_\_\_\_ % of the Gross Revenues from the first \_\_\_\_\_ period after termination
- \_\_\_\_\_ % of the Gross Revenues from the second \_\_\_\_\_ period after termination
- \_\_\_\_\_ % of the Gross Revenues from the third \_\_\_\_\_ period after termination
- \_\_\_\_\_ % of the Gross Revenues from the fourth \_\_\_\_\_ period after termination

Thereafter, Manager will receive no further post-term commissions.

### **Leaving Member**

The terms and conditions of this Agreement will continue to apply only for the remainder of the Term and only with respect to the services of any member of Band whose recording services are retained by a record company under the "leaving member" provisions of any recording contract entered into by Band during the Term.

### **Manager's Expenses**

Band will pay documented reasonable and necessary costs incurred by Manager in connection with Manager's duties on behalf of Band. Band will only pay such expenses out of Gross Revenues subject to commission under this Agreement, and no member of Band is personally liable for any such expenses. Manager must not incur expenses in excess of \$300 in any single transaction, or \$2,000 during any calendar month, without Band's prior written consent. If Manager's expenses are incurred in connection with its services to other clients of Manager, the expenses must be prorated between Band and Manager's other clients based on the amount of time Manager rendered its services on behalf of Band and other clients. Under no circumstances will Manager's overhead be characterized as expenses reimbursable by Band.

### **Business Manager**

All Gross Revenues subject to commission under this Agreement will be collected by an accountant or business manager experienced in the music business and designated by Band after consultation with Manager.

### **Power of Attorney**

During the Term, Manager will have a special power of attorney to execute standard performance contracts relating to any live performance agreement during any touring period approved in writing by Band, provided that Manager uses reasonable good-faith efforts to submit these contracts to Band for execution.

### **Not Theatrical or Talent Agency**

It is understood and agreed that Manager is not licensed as a theatrical artist agency or talent agency and will not perform services that require a professional license.

### **Mediation and Arbitration**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-on mediator in \_\_\_\_\_. Any costs and fees other than attorneys' fees will be shared equally by the parties. If it is impossible to arrive at a mutually satisfactory solution within a reasonable time, the parties agree to submit the dispute to binding arbitration in the same city or region, conducted on a confidential basis under:

the Commercial Arbitration Rules of the American Arbitration Association, or  
 the rules of \_\_\_\_\_.

Any decision or award as a result of any arbitration proceeding will include the assessment of costs, expenses, and reasonable attorneys' fees and a written determination by the arbitrators. Absent an agreement to the contrary, any such arbitration will be conducted by an arbitrator experienced in music industry law. An award of arbitration is final and binding on the Band Partners and may be confirmed in a court of competent jurisdiction. The prevailing party has the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this agreement.

### **General Agreement**

Nothing contained in this Agreement is meant to establish either Manager or Band a partner, joint venturer, or employee of the other party for any purpose. This Agreement may not be amended except in a writing signed by both parties. No waiver by either party of any right will be construed as a waiver of any other right. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement will be interpreted to best carry out the intent of the parties. This Agreement is governed by and interpreted in accordance with the laws of the State of \_\_\_\_\_. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. Notices required under this Agreement can be sent to the parties at the addresses provided below. In the event of any dispute arising from or related to this Agreement, the prevailing party is entitled to attorneys' fees.

If these terms and conditions are agreeable, please sign and execute both copies of this Agreement and return one copy to Manager.

### **Band Members**

Band Member Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Soc. Sec. #:\_\_\_\_\_

Band Member Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Soc. Sec. #:\_\_\_\_\_

Band Member Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Soc. Sec. #:\_\_\_\_\_

Band Member Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Soc. Sec. #:\_\_\_\_\_

### **Manager**

Band Manager Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Soc. Sec. #:\_\_\_\_\_