

# (Abbreviated) 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 guide and advise Band in the music business. Manager will serve as Band's exclusive agent for the exploitation and promotion of Band's music services and products throughout the world. Manager will work in association with Band in the negotiation of recording, merchandising, or other agreements affecting Band.

## The Term

The term of this agreement will continue for one year after the date of execution of this agreement and may be renewed by mutual consent of the parties on the same terms for subsequent one-year terms.

## Commission During the Term

Manager is entitled to \_\_\_\_\_ % of Gross Revenues received by Band during the term. "Gross Revenues" are all moneys, including advances and fees, received by Band in connection with Band's entertainment-related activities, but excluding recording funds advanced by a record company, money paid to make videos, payments to record producers, musicians, mixers, remixers, directors, engineers, or any other individuals involved in the creation of audio or audiovisual recordings, payments to non-band-member cowriters or copublishers, tour support, and any reimbursements received by Band for expenses paid out of Gross Revenues.

## Commission After the Term

Unless Manager has been terminated for a material breach of this Agreement, Manager is entitled to post-term commission payments derived from master recordings created during the Term. Under no circumstances will Manager be entitled to income from albums 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.

### **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 pay such expenses only out of Gross Revenues commissionable under this Agreement, and no members of Band will be personally liable for any such expenses. Manager will not incur expenses in excess of \$300 in any single transaction, or \$2,000 during any calendar month, without Band's prior written consent.

### **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 \_\_\_\_\_.

### **General Agreement**

This Agreement may not be amended except in a writing signed by all parties. 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 so as best to effect the intent of the parties.

This Agreement will be 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.

### **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. #: \_\_\_\_\_