

MODEL AGREEMENT FOR EXCLUSIVE MANAGEMENT/AGENT SERVICES

The following constitutes the Agreement between _____ (hereinafter “Manager”) and the performing artist known as _____ (hereinafter “Artist”), effective _____.

WHEREAS Artist desires Manager to provide management, promotion and production services and to obtain Manager’s advice, assistance, counsel and guidance throughout the Territory, as defined herein, in the development and enhancement of the professional career of Artist in the Entertainment Industry, as defined herein;

WHEREAS the nature and extent of the success or failure of the professional career of Artist cannot be predetermined, and it is therefore the desire of Artist that Manager’s compensation be determined in such manner as will permit Manager to accept the risk of failure and likewise benefit to the extent of the success of Artist; and

WHEREAS Artist wishes to appoint Manager, and Manager accepts such appointment, as the **sole and exclusive** manager and personal representative of Artist with respect to the Entertainment Industry, as defined herein, throughout the Territory, as defined herein, and the parties now desire to memorialize the terms of their agreement in writing,

NOW, THEREFORE, for and in consideration of the foregoing recitals and the terms, conditions, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DESCRIPTION OF MANAGER’S SERVICES:

a. Artist hereby retains Manager to advise, assist, counsel, and guide Artist in connection with all matters relating to Artist’s personal engagements, performances, concerts, recitals, shows, and bookings in all branches of the Entertainment Industry. Such services shall include, but shall not be limited to, _____
[Suggested language: advising, assisting, counseling, and guiding Artist with regard to scheduling, travel, and tour management; the professional development of Artist’s career; the selection of Artist’s repertoire, including musical, literary, and artistic materials; the proper format for the presentation of Artist’s talents, including the proper style, mood, and setting; the selection of personnel to assist, accompany, or embellish Artist’s performances; the use of Artist’s name and image in publicity, advertising, licensing, endorsements, and merchandizing; the development and creation of Artist’s promotional materials; publicity and marketing of Artist prior to scheduled engagements and performances; interviews and publicity appearances; Artist’s wardrobe; obtaining media and marketing opportunities; Artist’s relationship with presenters and venues; the selection of theatrical agencies and persons, firms, and corporations to counsel, advise, seek and procure employment and engagements for Artist; the selection of attorneys, accountants, business managers and other professionals to counsel, advise, and assist Artist; and the general practices of the Industries.

Incidentally to Manager's services, Manager further agrees to assist Artist in procuring personal engagements, performances, concerts, recitals, shows, and bookings.]

b. Artist understands and hereby acknowledges that Manager is not an employment or theatrical agent and is acting for Artist solely as a personal manager; that Manager is not licensed as an "Artists' Manager" under the labor code of the State of California; as an employment agency under the Business and Professions Code of the State of California; or as a theatrical employment agency under the General Business Law of the State of New York; that, except to the extent permitted by law, Manager has not offered, attempted or promised to obtain employment or engagements for Artist; and that, except to the extent permitted by law, Manager is not obligated, authorized, licensed, or expected to do so.

c. Except as may otherwise be permitted by law, Artist shall at all times utilize proper theatrical or other employment agencies to obtain engagements and employment for Artist. At such time as Artist may desire to engage a licensed talent agency to render services on Artist's behalf, Artist agrees to submit to Manager the name of such talent agency for Manager's written approval. If Manager shall disapprove any talent agency whom Artist seeks to engage, Artist shall not engage such talent agency. In addition to Manager's commission, as provided herein, Artist shall assume and pay all fees payable to any agent or licensing booking that secures an engagement for Artist.

d. Artist acknowledges that Manager's services to Artist hereunder are non-exclusive and that Manager may represent any other artist, performer, group, or individual, in any field, regardless whether any such artist, performer, group, or individual is in competition at any time with Artist, and engage in any other activities without limitation whatsoever as Manager in Manager's sole discretion shall decide.

e. Manager shall not be required to travel to meet with Artist at any particular place. Artist understands and hereby acknowledges that Manager's office is in _____ and that Manager may perform services for Artist via telephone, email, and other digital and electronic communication methods.

f. Artist shall not, without Manager's prior consent, engage any other party to render any services of the kind required of Manager hereunder or which Manager is permitted to perform hereunder.

g. Manager shall represent diligently Artist's career, and in assistance thereof, Artist shall supply to Manager necessary publicity materials including, but not limited to, photographs, biographies and demo or sample recordings and videos.

2. **TERM:** Artist hereby irrevocably engages Manager as aforesaid for a period (hereinafter "Term") of _____, commencing on the effective date above-written, subject to the terms of this Agreement. Upon expiration of the initial

_____ year Term, and annually thereafter, the Term shall be extended automatically for one (1) additional year (hereinafter “Contract Year”) unless written notice to the contrary is given by either party at least sixty (60) days prior to the end of the then current Contract Year.

3. TERRITORY: The term “Territory” as used herein shall refer to Artist’s appointment of Manager as the **sole and exclusive** manager and personal representative of Artist with respect to the Industries throughout the following geographic territories and regions: _____.

4. ENTERTAINMENT INDUSTRY: The term “Entertainment Industry” as used herein shall include, without limitation: _____

[Suggested language to cover an entire career: all services, performances, activities, and rights in areas such as audio and/or visual recordings and reproductions by any means and in any manner and in any media of any nature whatsoever, whether now known or hereafter devised; music publishing; motion pictures; television, cable, and satellite broadcasts; documentary films; home videos; DVDs; radio; public or private personal appearances, concerts, performances, road shows, and tours; speaking or academic engagements; news commentary; hotel, restaurant, or cabaret performances; music; literary publications and periodicals; any and all electronic and/or digital media, including the Internet and any other human or machine-readable medium; modeling; radio and television commercials; commercial merchandising, endorsements, and tie-ins; the sale, lease or other disposition and exploitation of musical, literary, dramatic or other creative material which the Artist may create singularly or in conjunction with third parties and in which Artist has an interest, directly or indirectly, in whole or in part; and any other media of the creative or amusement arts in which the Artist participates and from which the Artist derives compensation, directly or indirectly.]

5. ARTIST’S DUTIES AND RESPONSIBILITIES

a. Throughout the Term of this Agreement, Artist agrees to promptly inform Manager of any booking offers or prospects with respect to Artist’s engagements throughout the Territory and will refer any inquiries concerning Artist’s engagements to Manager. Because careful planning and coordination are required for the performance of Manager’s duties and obligations hereunder, Artist will not, during the Term of this Agreement, take part in any engagement, performance, concert, recital, or show, nor perform, sing, or otherwise display or perform Artist’s talents in any manner, whatsoever, in any place whatsoever, except after consultation with Manager.

b. With respect to the Entertainment Industry, Artist will not allow

Artist's name to be used in any professional or commercial enterprise, whatsoever, except after consultation with Manager.

c. Upon the execution of this Agreement, and thereafter throughout the Term of this Agreement and promptly upon the request of Manager, Artist shall provide Manager with the following: (i) a current schedule of fees customarily charged by Artist for its engagements; (ii) all technical requirements; (iii) copies of contracts; (iv) any union or labor agreements; (v) Artist's per diem requirements; (vi) all photos, brochures, press kits, videotapes, CDs, and other materials or information which Manager deems necessary, in Manager's sole discretion, for Manager to effectively represent the Artist.

d. If it is required or Manager requests, Artist shall be or become, and remain during the Term, a member in good standing of all labor organizations, professional groups, or guilds having jurisdiction over the services scheduled by Manager for Artist pursuant to the terms of this Agreement, including, but not limited to, AGMA, AFTRA, AFM, AE, BMI, or ASCAP, or any similarly constituted organizations.

e. Throughout the Term of this Agreement, Artist agrees to credit Manager at the end of the list of credits in all program copy and other appropriate materials as follows: “_____.”
The program will also include such other credit lines as the Artist and Manager request.

6. AUTHORITY OF MANAGER:

a. Artist hereby appoints Manager as attorney-in-fact for Artist to do any or all of the following which Artist could legally do on its own behalf and which is permissible as a matter of law to authorize and empower an attorney-in-fact to do:

(i) Approve and authorize any and all publicity and advertising;

(ii) The [world-wide], perpetual and irrevocable right, without limitation, to approve and authorize others to use, simulate, portray, reproduce, exhibit, edit, broadcast, release, publish, advertise, and announce, in any manner and by any means or media of every nature, whether known or unknown, the name, biography, signature, likeness, image, logo, trademark, caricature, voice, personality, personal identification, performance, footage, and photograph, as well as personal experiences, incidents, situations and events of Artist, and all existing media and publicity materials of Artist (including, but not limited to, existing videos, brochures, recordings, and printed materials) singularly or in conjunction with other materials, in and in connection with the performance of Manager's services under this Agreement.

(iii) Prepare, negotiate, and deliver for Artist any and all agreements, documents and contracts relating to Artist's personal appearances, performances, concerts, and services in the Entertainment Industry, and to alter, renegotiate, modify, extend

and/or terminate any and all such agreements. **Artist shall perform all agreements and contracts entered into by Manager pursuant to Manager's authority under this Agreement;**

(iv) Engage and/or direct for Artist, and in Artist's name accountants, business managers, auditors, theatrical or other employment agents, attorneys, publicists and others in connection with Artist's career;

(v) Compensate such parties as described in Section 6(a)(iv), above, out of Artist's funds. Artist hereby expressly acknowledges that Artist is solely responsible for their compensation and that Artist shall indemnify and hold Manager harmless with respect thereto;

(vi) Direct and authorize in Artist's name or on Artist's behalf, and Artist shall so instruct, all third parties, persons, and companies owing monies to Artist (except for compensation for "live" opera performances which shall be paid directly to Artist) to deliver gross earnings directly to Manager. Manager shall have the right to deduct and retain from Artist's gross earnings all Commissions (as such term is hereinafter defined) and other monies reimbursable or deductible in accordance with this Agreement, including, but not limited to, in accordance with Section 6(a)(v), Section 7, Section 8, and Section 12 of this Agreement;

(vii) Conduct and audit of the books and records of any Parties with whom Artist has contracted; and

(viii) Without in any way limiting the foregoing, generally to do, execute and perform any other act, deed, matter, or thing whatsoever, that ought to be done, executed and performed hereunder, of every nature and kind whatsoever.

b. Artist hereby grants to Manager the full power, right and authority to do, or to refrain from, any and all of the foregoing acts set forth in Section 6(a), above, as Manager shall, in Manager's sole discretion, deem advisable in the same manner as Artist could if personally present, and Artist hereby ratifies and confirms any and all acts that Manager shall perform or cause to be performed by reason thereof.

c. Manager agrees to advise Artist regularly regarding all of the foregoing acts set forth in Section 6(a) and, subject to Artist's availability, to consult with Artist prior to the execution of any agreements, documents, and contracts described herein. Artist shall execute any and all documents necessary and appropriate in order to effectuate the purposes and intent of this Agreement.

d. During the Term, Manager shall have the exclusive right to advertise and publicize Manager as the sole and exclusive manager and personal representative of Artist with respect to the Entertainment Industry throughout the Territory.

e. Manager may, in its discretion, appoint or engage other Parties to perform any of the services Manager has agreed to perform hereunder. Manager may assign its right under this agreement in whole or in part.

7. MANAGER'S COMMISSIONS:

a. In addition to all other rights and payments to which Manager is and shall be entitled under this Agreement, as compensation for Manager's covenants and services, Manager is and shall be entitled to receive from Artist, or directly from third parties, pursuant to the terms of this Agreement, during the Term of this Agreement, commissions (hereinafter "Commissions") on Artist's gross earnings (as hereinafter defined) as follows:

(i) Concerts and recitals (and any other activity not included in paragraphs (ii) through (vi) below) – ____%

(ii) Opera/Musical Theater – ____%

(iii) Community Concert performances – ____%

(iv) Media services (e.g. television, motion pictures, documentary films, home videos, DVDs, literary publications, periodicals, sound recordings, radio programs, and any and all electronic and/or digital media, including the Internet and any other human or machine-readable media, and any other media of any nature whatsoever, whether now known or hereafter devised) – ____%

(v) Master classes and long- or short- range employment arrangements (e.g. music academy teaching positions, services as executive consultant) – ____%

(vi) Merchandise/endorsements (e.g. tie-ins, licensing, sponsorships, advertising, publicity and promotion of any and all products and services) – ____%

b. The term "gross earnings" as used herein shall mean and include any and all gross monies or other considerations which Artist, or any designee, assignee, legatee, executor, heir, administrator, trustee, business manager, conservator or successor of Artist, or any other person or company, including, without limitation, Manager, acting for or on behalf, or for the benefit, of Artist may receive or which may be payable to Artist or may be credited to Artist's account (without deductions for taxes [whether withheld or payable] of any kind, union dues, or any other expenses, fees, costs or obligations) as a result of Artist's activities or services of any kind, or the exploitation of rights therefrom, in and throughout the Entertainment Industry throughout the Territory. The term "gross monies or other considerations" as used herein shall include, but not be limited to, salaries, earnings, fees,

royalties, gifts, bonuses, shares of profit and other participations, shares of stock, partnership interests, percentages, and the total amount paid for an entertainment or amusement program (live or recorded), a motion picture or other entertainment or amusement package, received directly by, or credited to any account of, Artist (or by any other person, firm or corporation on Artist's behalf) or for Artist's benefit. If the Artist becomes the packager or owner of all or part of an entertainment property, whether as individual proprietor, stockholder, partner, joint venture, or otherwise, the Commissions shall apply to Artist's stock, right to buy stock, individual proprietorship, partnership, joint venture or other form of interest, and Manager shall be entitled to Manager's percentage share thereof. In any event, Manager may commission only to the extent of and proportionate to Artist's interest in a particular project.

c. The term "gross earnings" shall not include separate payments, if any, by presenters, venues, or promoters for equipment and travel expenses with respect to personal appearance engagements by the Artist, provided such payments are negotiated and quoted separately over and above the performance fee for such engagements, and only to the extent of Artist's actual cost for such equipment and travel expenses.

d. Artist shall notify and irrevocably direct and cause any and all third parties owing monies to Artist (except for compensation for "live" opera performances which shall be paid directly to Artist) to deliver gross earnings directly to Manager. The aforesaid direction to any such third party shall be included in any and all agreements of every nature and kind in respect to Artist's services and activities with respect to the Entertainment Industry throughout the Territory.

e. Commissions shall be paid to Manager as and when gross earnings are received or credited to any of the payees specified in Section 7(b) hereof, without any geographical or temporal limitation, with regard to:

(i) Any and all agreements, contracts, engagements and commitments (except as set forth on Exhibit A, attached hereto and made a part hereof) now in existence as of the date of this Agreement;

(ii) Any and all agreements, contracts, engagements and commitments entered into, substantially negotiated, or commenced during the Term of this Agreement and, pursuant to Section 7(e)(iii) after the Term of this Agreement;

(iii) Any and all agreements, contracts, engagements and commitments entered into, substantially negotiated, or commenced within one year after the Term of this Agreement on terms similar or reasonably comparable to any offer made during the Term of this Agreement, from or through the same offer or any person, firm, or corporation directly or indirectly connected with such offer;

(iv) Any and all extensions, additions, substitution, renewal, replacement, modifications and amendments, without any limitation of time, of all such

agreements, engagements and commitments referred to in subparagraphs (i), (ii), and (iii) hereof, including the resumption of any agreement, contract, engagement, or commitment which may have been discontinued during the Term of this Agreement and resumed thereafter.

(v) Any and all copyrights and publishing or other rights in any entertainment or amusement properties owned or acquired (by assignment, license or other means), in whole or in part, by Artist or the Artist Parties prior to or during the Term of this Agreement (An agreement to acquire same will be commissionable if entered into or substantially negotiated prior to or during the Term); and

(vi) Any and all judgments, awards, settlements, payments, damages and proceeds relating to any suits, claims, actions, proceeding or arbitration proceedings arising out of any alleged or actual breach, nonperformance or infringement by others of any of the agreements engagements, commitments, other agreements or rights referred to in subparagraphs (i), (ii), (iii) and (iv) hereof, all of which regardless of when entered into when performed and when effective.

f. The term “substantially negotiated” as used herein shall mean that negotiations have proceeded to a point where specific terms of the agreement have been discussed in detail, it being understood that such negotiations will be more than a mere solicitation of interest, but need not have proceeded to the point where an offer has been made.

g. Manager shall be entitled to the commissions set forth in this Agreement whether or not any employment, engagement, contract, agreement or other income producing activity shall have been procured by Artist as a result of Manager’s advice, consultation, or other efforts and whether or not the term of said employment, engagement, contract, agreement, or income-producing activity shall be effective or continue before, during, or after the Term of this Agreement.

h. With respect to engagements outside the United States, Manager shall, in Manager’s sole and absolute discretion, utilize or not the services of local agents and/or managers and cause them to be paid a commission not to exceed 10%. Manager may, at its option, reduce Manager’s Commissions by the amount of such commissions.

i. In the event that Artist cancels an engagement for any reason other than an event of force majeure, as defined herein, Manager is and shall be entitled to receive from Artist the full commission Manager would have received, pursuant to the terms of this Agreement, had such engagement not been canceled.

j. In the event Manager’s commissions are not paid within fifteen days of when due and owing, Artist agrees to pay interest on all such outstanding commissions in the amount of 1 1/2% per month (18% per year). Notwithstanding the termination provisions

of Section 2 of this Agreement, Manager reserves the right to terminate this Agreement at any time for nonpayment of any commissions.

k. The interest and compensation set forth in this agreement which shall be paid to Manager shall be a continuing interest and shall not be revocable at Artist's pleasure. It is intended by Artist to create an agency coupled with an enforceable interest therein, and the appointment and engagement of Manager and Manager's right to receive the Commission are the inducements for Manager's entering into this agreement.

l. **Following the termination of this Agreement, regardless of the reason for such termination, Manager shall continue to be entitled to all applicable commissions pursuant to the terms of this Section 7.** Artist's failure during the Term to continue to seek Manager's services shall not in any manner affect Artist's obligation to pay Commissions and other monies to Manager as set forth herein.

8. **COSTS AND EXPENSES:**

a. Except for costs and expenses incurred directly in securing "dates" for Artist, Manager's Commissions described in Section 7, above, do not include Manager's out-of-pocket costs and expenses incurred in performing Manager's services under this Agreement. Such costs and expenses include, but are not limited to, items such as (i) travel, hotel and other expenses of Artist, Artist's accompanist (as well as accompanist's compensation), and any musicians or other artists performing with Artist, (as well as compensation for such artists and musicians); (ii) long distance telephone charges; (iii) couriers and messengers; (iv) facsimile and telex transmissions; (v) accountants' fees and cost; (vi) photocopying and postage expenses, including overnight delivery costs; (vii) advertising and promotional costs; (viii) photography costs; (ix) recording services; (x) video production costs; (xi) costs for procuring work permits and visas for foreign nationals, including Artist; and (xii) any and all supporting personnel and vendors providing services on behalf of Artist.

b. Manager is neither required to make any loans or advances hereunder to Artist or for Artist's account nor to incur any costs and expenses on Artist's behalf, but, in the event Manager elects to do so, Artist shall be responsible for remitting, as billed, all out-of-pocket costs, loans, advances, and expenses actually incurred by Manager in performing Manager's services under this Agreement. Without limitation of Manager's right to direct reimbursement from Artist, Artist hereby irrevocably authorizes Manager to recoup and retain from any sums Manager may receive for Artist's account the amount of any such out-of-pocket costs, loans, advances, and expenses relating to Manager's services under this Agreement.

c. Upon the execution of this Agreement, Artist agrees to pay a retainer in the amount of _____ against which Manager will charge for all out-of-pocket costs, loans, advances, and expenses actually incurred by Manager in performing

Manager's services under this Agreement. Should it become apparent that Manager will incur additional out-of-pocket costs, loans, advances, and expenses on behalf of Artist beyond Artist's retainer, Manager retains the sole discretion to require Artist to supplement Artist's retainer and/or to assess Artist a monthly fee of \$_____ as an advance against Manager's reimbursable costs and expenses.

d. In the event Manager's reimbursable costs and expenses are not paid within fifteen days of when due and owing, Artist agrees to pay interest on all such outstanding commissions in the amount of 1 1/2% per month (18% per year). Notwithstanding the termination provisions of Section 2 of this Agreement, Manager reserves the right to terminate this Agreement at any time for nonpayment of any reimbursable costs and expenses.

e. It is understood that Manager shall have no financial responsibility whatsoever for any expenses incurred by Artist unless Manager agrees in writing to be so responsible.

9. PACKAGING: The parties hereby acknowledge that, during the Term of this Agreement, Manager and/or other persons or entities that are owned and/or controlled by Manager, that own and/or control Manager, or that are in common ownership and/or control with Manager ("Manager's Affiliates") may package, manage, produce, or promote an entertainment or amusement program in which Artist is engaged as an artist, or may engage Artist in other respects in any capacity. Any such activity on the part of Manager and/or Manager's Affiliates shall neither constitute a breach of this agreement or of Manager's fiduciary obligations and duties to Artist or be deemed to be in conflict with Manager's representation of Artist, nor affect Manager's right to Commissions in such instances.

10. ACCOUNTINGS AND PAYMENTS:

a. Manager shall account to Artist within sixty (60) days after the close of each calendar quarter specifying all gross compensations or other considerations received by Manager on behalf of Artist, describing the sources thereof, and specifying all deductions made therefrom, including, but not limited to, all expenses incurred and expended on behalf of the Artist, Manager's commissions, and any loans or advances paid by Manager to Artist or on Artist's behalf. Such accounting shall be accompanied by a payment to Artist of the net sum shown to be due to the Artist for the applicable accounting period.

b. Upon Manager's request, Artist shall render a written accounting statement to Manager setting forth the amount of gross compensations or other considerations, if any, received by Artist or on Artist's behalf, directly or indirectly, and to pay Manager's commission in connection with such gross compensations or other considerations as well as any and all other sums payable to Manager in according with the terms of this Agreement.

c. Either party shall have the right to audit the other party's books and records as they relate to the subject matter hereof not more than once per year and not more than once in connection with any statement rendered hereunder. Such audit shall be conducted at the cost and expense of the auditing party by an independent certified public accountant on at least thirty (30) day's prior written notice and shall be conducted during normal business hours at the location where such books are regularly maintained.

11. ARTIST'S WARRANTIES:

a. Artist warrants and represents that: (i) Artist is not a minor; (ii) Artist has the full right, power and authority to enter into this Agreement and to grant all rights granted herein; (iii) Artist is not under, nor will Artist be under during the Term of this Agreement, any disability, restriction or prohibition with respect to the rights to fully perform in accordance with the terms and conditions of this Agreement and that there shall be no liens, claims or other interests which may interfere with, impair or be in derogation of the rights granted herein; (iv) Artist is not (and will not so become during the Term of this Agreement) under contract to any other personal manager in the Territory of this Agreement; (v) the rights granted under this Agreement will not violate or infringe upon any common law or statutory right of any person, firm or corporation including, without limitation, contractual rights, copyrights, and rights of privacy; (vi) Artist owns or controls 100% of the rights granted under this Agreement; and (vii) Artist has not heretofore made and will not hereafter enter into or accept any engagement, commitment or agreement with any Party which will, can or may interfere with the full and faithful performance of the covenants, terms and conditions of this agreement or interfere with Manager's full enjoyment of Manager's rights and privileges hereunder.

b. Artist hereby represents and warrants that Artist shall pursue diligently and faithfully the career of Artist to the best of the ability of Artist, to do all things necessary and desirable to promote such career and maximize earnings therefrom and to refrain from unlawful or offensive conduct.

c. Artist understands and agrees that Artist shall provide all services required of Artist by Manager, and otherwise fully cooperate with Manager in all respects, in and in connection with the performance of Manager's services under this Agreement.

d. The representations and warranties of this Section shall survive termination of this Agreement, regardless of the reason for such termination.

12. INDEMNIFICATION: Artist shall indemnify and hold harmless Manager and Manager's successors, distributors, sub-distributors and assigns, and the respective officers, directors, agents and employees of each of the foregoing, from and against any claims, loss, damages, injuries, liabilities, costs and expenses, including reasonable attorneys' fees and court costs actually incurred, resulting from or arising out of, wholly or in part: (a) any breach of any representation or warranty made by Artist under this Agreement; (b) any

act or omission of Artist, its agents, subcontractors, members or employees; and (c) personal injury, death, property loss or damage resulting from or arising out of any live performance or personal services of Artist; and (d) any claim that any of the existing media and publicity materials of Artist, or which Artist directs Manager to use in the performance of Manager's services, infringes any intellectual property rights or other rights of any third party. The express obligation shall include, without limitation, all liability, damages, loss, claims, and actions on account of libel, defamation, invasion or privacy or right of publicity, or infringement of copyright or trademark. In the event Artist fails to reimburse or indemnify Manager, Manager may, in addition to its other rights, deduct such payments from any and all gross earning received by Manager hereunder. The indemnification provisions of this Section shall survive termination of this Agreement, regardless of the reason for such termination.

13. **TERMINATION:** At Manager's sole discretion, and without limiting Manager's rights, Manager shall have the right to suspend the operation of this Agreement, if for any reason whatsoever Artist is unwilling for a period of thirty (30) consecutive days to render Artist's services in the Entertainment Industry, and provided further that Manager has given Artist written notice of such unwillingness and Artist has failed to cure such unwillingness for a period of thirty (30) days. Such suspension shall commence upon written notice to Artist and last for the duration of any such unavailability or unwillingness to render services. At Manager's election, a period of time equal to the duration of such suspension shall be added to the Term of this Agreement, provided that in no event shall any such suspension cause the Term to run longer than seven (7) years from the date of this Agreement. In addition, if Artist fails to render Artist's services in the Entertainment Industry as aforesaid, Manager may, in addition to other remedies provided for herein, terminate this Agreement upon written notice to Artist. Notwithstanding the foregoing, Artist understands that Manager has the right, in Manager's sole discretion, to terminate this Agreement at any time, for any reason, by serving written notice to Artist.

14. **WORK PERMITS, VISAS, AND LICENSES:** Unless otherwise agreed upon by the parties, Artist will provide, at artist's sole expense, all necessary visas, work permits, licenses, customs clearances, and other authorizations for Artist's performances, including performance rights, licenses, and rentals.

15. **ENFORCEMENT THROUGH INJUNCTION:** Artist understands and agrees that, upon a breach of the provisions appointing Manager as the sole and exclusive manager and personal representative of Artist with respect to the Entertainment Industry throughout the Territory, Manager's interests will be irreparably injured, the full extent of Manager's damages may be impossible to ascertain, monetary damages will not be an adequate remedy for Manager, and Manager will be entitled to enforce this provision by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy. Artist agrees that Manager may notify any future or prospective employer or third party business with which Artist may contract of the existence of this Agreement.

16. RIGHT TO CURE: No failure by Manager to perform any of Manager's obligations hereunder shall be deemed a breach hereof, unless Artist gives Manager written notice of such failure and Manager fails to cure such nonperformance within thirty (30) days after the date of such notice.

17. FORCE MAJEUR: If the performance of any of the covenants of this Agreement by Manager or Artist shall be prevented, interrupted, delayed or suspended by any Act of God, the acts or regulations of public authorities, labor difficulties, union strike, civil tumult, war, acts of terrorism, epidemic, interruption or delay of public transportation services, or any other cause beyond the reasonable control of Manager or Artist, either party may suspend this Agreement without any liability on either part and each shall be relieved of any and all of its obligations hereunder with respect to the period during which such performances are so prevented.

18. NOTICES: All notices hereunder shall be sent certified mail, return receipt requested, or delivered by hand to the applicable address set forth below unless and until written notice, via registered mail, to the contrary is received by the applicable party.

If to Manager: _____

If to Artist: _____

Notwithstanding the foregoing, all accounting statements and payments may be sent by regular mail. Except as required by law, the date of mailing of such notice shall be deemed the date upon which such notice was given or sent.

19. INDEPENDENT CONTRACTOR: Artist shall be an Independent Contractor and not an employee, partner, or joint venturer of or with Manager. Manager shall not withhold on behalf of Artist any sums for income tax, unemployment insurance, social security or any other withholding or benefit.

20. ASSIGNMENT: This Agreement may not be assigned by the Artist. However, Manager may assign this Agreement.

21. MISCELLANEOUS PROVISIONS: (a) This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. (b) Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party. (c) As used in this Agreement, the word "Artist" shall include any corporation owned (partially or wholly) or controlled (directly or indirectly) by Artist, and Artist agrees to cause any such corporation to enter into an agreement promptly with Manager on the same terms and

conditions are as are contained herein. (d) As used in this Agreement, "Person" or "Party" shall mean any individual, corporation, partnership, association or other organized group of persons or legal successions or representative of the foregoing. (e) Monies to be paid to Artist under this agreement will not be assignable by Artist without Manager's consent, which it may withhold in its unrestricted discretion. (f) Any controversy or claim arising out of or relating to this Agreement or any breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. The parties select expedited arbitration using one arbitrator as the sole forum for the resolution of any dispute between them. Such arbitrator shall be experienced in performing arts and entertainment matters. The arbitrator may make any interim order, decision, determinations, or award he deems necessary to preserve the status quo until he is able to render a final order, decision, determination or award. The determination of the arbitrator in such proceeding shall be final, binding and non-appealable. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees. (g) The laws of the State of New York shall govern the construction and interpretation of this Agreement. If any of the provisions of this Agreement shall contravene, or be invalid under, the laws of the State of New York, such contravention or invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. (h) The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. (i) The parties hereto stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another. (j) In the event that either party files any legal action to enforce any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party, in addition to all the sums that the unsuccessful party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated above.

MANAGER

ARTIST

By _____

By _____

Print Name: _____

Print Name: _____