

This Musician Contract is entered into effective _____ by and between _____ of _____ (hereinafter referred to as the Musician) and _____ of _____ (hereinafter referred to as the "Agent").

Scope of Contract

Musician hereby employs Agent and Agent hereby accepts employment as Musician's exclusive artist manager throughout the world with respect to Musician's services, appearances and endeavors as a musician. As used in this Contract "Musician" refers to the undersigned Musician and Musicians performing w/any band, orchestra or group which Musician leads or conducts and whom Musician shall make subject to the terms of this contract.

Term

This Contract Begins on _____ and Ends on _____.

Duties of Agent:

- (a) Agent agrees to use reasonable efforts in the performance of the following duties: assist Musician in obtaining, obtain offers of, and negotiate, engagements for the Musician; advise, aid, counsel and guide Musician with respect to Musician's professional career; promote and publicize Musician's name and talents; carry on business correspondence on Musician's behalf relating to Musician's professional career; cooperate with duly continued authorized representatives of Musician in performance duties.
- (b) Agent will maintain office, staff and facilities reasonably adequate for rendition of such services.
- (c) Agent will not accept and engagements for Musician without Musician's prior approval which shall not be unreasonably withheld.
- (d) Agent shall fully comply with all applicable laws, rules and regulations of governmental authorities and secure such licenses as may be required for the rendition of services hereunder.

Rights of Agent

- (a) Agent may render similar services to others and may engage in other businesses and ventures, subject, however, to the limitations imposed by this Contract.
- (b) Musician will promptly refer to Agent all communications, written or oral, received by or on behalf of Musician related to the services and appearances by Musician.
- (c) Without agents written consent, Musician will not engage any other person, firm or corporation to perform the services to outlined in this Contract as responsibilities of the Agent hereunder nor will Musician perform or appear professionally or offer so to do except through Agent.
- (d) Agent may publicize the fact that Agent is the exclusive agent for Musician.
- (e) Agent shall have the right to use or to permit others to use Musician's name and likeness in advertising or publicity relating to Musician's services and appearances, but without cost or expense to Musician unless Musician shall otherwise and specifically agree in writing.

- (f) If Musician breaches this Contract, Agent sole right and remedy for such breach shall be the receipt from Musician of the commissions specified in this Contract, but only if, as, and when Musician receives money or other consideration on which such commissions are payable hereunder.

Compensation of Agent

- (a) In consideration of the services to be rendered by Agent hereunder, Musician agrees to pay Agent commission equal to the percentages, set forth below, of the gross moneys received by Musician, directly or indirectly, for each engagement on which commissions are payable hereunder.
 - (1) ___percent if the duration of the engagement is two or more consecutive days per week
 - (2) ___percent for Single Miscellaneous Engagements of one day duration-each for a different employer in a different location.
 - (3) In no event, however, shall the payment of any such commissions result in the retention by Musician for any engagement of net moneys or other consideration in an amount less than the applicable minimum scale in the jurisdiction.
 - (4) In no event shall the payment of any such commissions result in receipt by Agent for any engagement of commissions, fees or other consideration, directly or indirectly, from any person or persons, including the Musician, which in aggregate exceed the commissions provided for in this Contract. Any commission, fee or other consideration received by Agent from any source other than Musician, directly or indirectly, on account of, as result of, or in connection with supplying the services of Musician shall be reported to Musician and the amount thereof shall be deducted from the commissions payable by the Musician hereunder.
- (b) Commissions shall become due and payable to Agent immediately following the receipt thereof by Musician or by someone else in Musician's behalf.
- (c) No commissions shall be payable on any engagement if Musician is not paid for such engagement irrespective of the reasons for such non-payment to Musician, including but not limited to non-payment by reason of the fault of Musician. This shall not preclude the awarding of damages by the International Executive Board or other governing agency to an agent to compensate him/her for actual expenses incurred as the direct result of the cancellation of an engagement when the cancellation was fault of the member.
- (d) Agent's commissions shall be payable on all moneys or other considerations received by Musician pursuant to contracts for engagements negotiated or entered into during the term of this Contract; if specifically agreed to by Musician by initialing the margin hereof, to contracts for engagements in existence at the commencement of the term hereof (excluding, however, any engagements as to which Musician is under prior obligation to pay commissions to another agent); and to any modifications, extensions and renewals thereof or substitutions thereof regardless of when Musician shall receive such moneys or other considerations.
- (e) As used in this Contract, the term "gross earnings" shall mean the gross amounts received by Musician for each engagement less costs and expenses incurred in collecting amounts due for any engagement, including costs of arbitration, litigation and attorney's fees.

- (f) If Musician shall so request and shall simultaneously furnish Agent with the data relating to deductions, the Agent within 45 days following the end of each 12 months period during the term of this Contract and within 45 days following the end of each 12 months period during the term of this Contract and within 45 days following the termination of this Contract, shall account to and furnish Musician with a detailed statement itemizing the gross amounts received for all engagements during the period to which such accounting relates, the money or other considerations upon which Agent's commissions are based, and the amount of Agent's commissions resulting from such computations.

Duration and Termination of Contract

- (a) The term of this Contract shall be as stated in the opening heading hereof, subject to termination as provided below.
- (b) In addition to termination pursuant to other provisions of this Contract, this Contract may be terminated by either party, by notice as provided below, if Musician.
- (i) Is unemployed for _____ consecutive weeks at any time during the term of this Contract; or
- (ii) does not obtain employment for at least _____ cumulative weeks of engagement to be performed during each subsequent year of the term hereof.
- (c) Notice of such termination because of default of either party shall be given by mail addressed to the addressee as his last known address. At such time the Musician will play out those engagements specified and contracted by Agent.
- (d) Musician's disability resulting in failure to perform engagements and Musicians unreasonable refusal to accept and perform engagements shall not by themselves either deprive Agent of its right or give Musician the right to terminate (as provided in (b) above).
- (e) As used in this Contract, a "week" shall commence on Sunday and terminate on Saturday. A "week of engagements" shall mean any one of the following.
- (1) A week during which Musician is to perform on at least four (4) days; or
- (2) A week during which Musician's gross earnings equals or exceeds the lowest such gross earnings obtained by Musician for performances rendered during any one of the immediately preceding six (6) weeks; or
- (3) A week during which Musician is to perform engagements on commercial television or radio in concert for compensation equal at least to three (3) times the minimum scales of the A.F.M. or any local thereof having jurisdiction applicable to such engagements.

No Other Agreements

This is the only and the complete agreement between the parties relating to all or any part of the subject matter covered by this Contract. There is no other agreement, arrangement or participation between the parties, nor do the parties stand in relationship to each other which is not created by this Contract, whereby the terms and conditions of this Contract are avoided or evaded directly or indirectly, such as, by way of example but no limitation, contracts, arrangements, relationships or participations relating to publicity services, business management, music publishing, or instruction.

Submission and Determination of Disputes to Arbitration

Every claim, dispute, controversy or difference arising out of, dealing with, relating to, or affecting the interpretation or application of this Contract, or the violation of breach, or the threatened violation or breach thereof shall be submitted, heard and determined by arbitration.

No Assignment of This Contract

This Contract shall not be personal to parties and shall not be transferable or assignable by operation of law or otherwise without prior consent of the Musician. The obligations imposed by this Contract shall be binding upon the parties. The Musician may terminate the Contract at any time within (10 Number of days) after the transfer of controlling interest of the Agent.

Negotiation of Renewal

Neither party shall enter into negotiations for or agree to renewal or extension of the Contract prior to the beginning of the final year of term hereof.

A.F.M. Membership

Musician by executing this Contract does not obligate him/herself in any way to become a member of the American Federation of Musicians (A.F.M.); notwithstanding any agreement Agent may have with A.F.M.

Governing Law

This Contract shall be governed by and construed in accordance with the laws of the _____.

Signatories

This Contract shall be executed by the Musician, _____ and by the Agent, _____. The Contract shall be effective as of the date written above.

Agent

Date

Musician

Date