

41-Artist Management Agreement: Defines relationship between an artist and manager.

Artist Management Agreement

Effective Date: [Date]

Between:

Artist: [Artist's Full Name], located at [Artist's Address].

Manager: [Manager's Full Name or Company Name], located at [Manager's Address].

1. Appointment of Manager

- **1.1 Appointment:** The Artist appoints the Manager as the exclusive personal manager for the Artist's professional career in the entertainment industry, and the Manager accepts the appointment under the terms of this Agreement.
 - **1.2 Scope of Management:** The Manager agrees to represent, promote, and advise the Artist in all aspects of the Artist's professional career, including but not limited to:
 - Negotiating contracts and agreements.
 - Securing engagements, performances, and appearances.
 - Managing public relations and media opportunities.
 - Advising on artistic and career-related decisions.
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2. Manager's Duties and Responsibilities

- **2.1** The Manager agrees to use reasonable efforts to further the Artist's career by:
 - **a.** Seeking out professional opportunities, including recording contracts, performance engagements, merchandising deals, and sponsorships.
 - **b.** Acting as a liaison between the Artist and other industry professionals such as agents, promoters, record labels, and publishers.
 - **c.** Assisting in the development of the Artist's career strategy and image.
 - **d.** Advising on legal and financial matters in consultation with legal and financial advisors.
 - **2.2** The Manager shall not, without the Artist's consent, enter into any contracts or agreements that bind the Artist.
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3. Artist's Duties and Responsibilities

- **3.1** The Artist agrees to cooperate fully with the Manager by:

- a. Providing the Manager with all necessary information regarding the Artist's career.
 - b. Consulting with the Manager on all professional career-related decisions.
 - c. Authorizing the Manager to represent the Artist in professional matters.
 - **3.2** The Artist agrees to refrain from engaging any other manager or agent for the duration of this Agreement without the Manager's written consent.
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4. Compensation

- **4.1 Manager's Commission:** In consideration of the Manager's services, the Artist agrees to pay the Manager a commission of **[Percentage]**% of the Artist's gross income derived from the Artist's professional activities during the term of this Agreement. This includes, but is not limited to:
 - Recording contracts and sales.
 - Live performances.
 - Endorsements and sponsorships.
 - Merchandising and licensing.
 - **4.2 Timing of Payment:** The commission shall be payable to the Manager as and when the Artist receives payment for the relevant services or activities.
 - **4.3 Exclusions:** The commission shall not apply to any income derived from **[specify any exclusions, e.g., personal gifts, unrelated business ventures, etc.]**.
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5. Expenses

- **5.1 Authorized Expenses:** The Artist agrees to reimburse the Manager for any reasonable and necessary expenses incurred on behalf of the Artist, including but not limited to:
 - Travel and accommodation expenses.
 - Promotional costs.
 - Legal and accounting fees.
 - **5.2 Expense Approval:** Any expenses exceeding **[Amount] USD** shall require prior written approval from the Artist before being incurred.
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6. Term and Termination

- **6.1 Term:** This Agreement shall commence on the Effective Date and remain in effect for a period of **[Number]** years unless terminated earlier as provided herein.
- **6.2 Renewal:** Upon expiration of the initial term, this Agreement may be renewed for an additional **[Number]** year(s) upon mutual agreement in writing by both parties.

- **6.3 Termination for Convenience:** Either party may terminate this Agreement by providing [Number] days' written notice to the other party.
 - **6.4 Termination for Breach:** Either party may terminate this Agreement for material breach by the other party, provided the breaching party fails to cure such breach within [Number] days after receiving written notice of the breach.
 - **6.5 Post-Termination Compensation:** The Manager shall continue to receive commissions on any contracts or deals negotiated during the term of this Agreement, for a period of [Number] years following termination.
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7. Confidentiality

- **7.1** Both parties agree to keep confidential any proprietary or sensitive information disclosed during the course of this Agreement, including but not limited to:
 - Business strategies.
 - Financial details.
 - Personal information.
 - **7.2** Confidential information shall not be disclosed to third parties without prior written consent, except as required by law.
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8. Representations and Warranties

- **8.1 Artist's Warranties:** The Artist represents and warrants that:
 - **a.** The Artist has the legal right to enter into this Agreement and to appoint the Manager as the exclusive manager.
 - **b.** The Artist will comply with all applicable laws and regulations related to the Artist's professional career.
 - **8.2 Manager's Warranties:** The Manager represents and warrants that:
 - **a.** The Manager has the legal right to enter into this Agreement.
 - **b.** The Manager will act in good faith and in the best interests of the Artist.
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9. Indemnification

- **9.1** The Artist agrees to indemnify and hold harmless the Manager from any claims, damages, or liabilities arising out of the Artist's professional activities, except where such claims are the result of the Manager's negligence or breach of this Agreement.
 - **9.2** The Manager agrees to indemnify and hold harmless the Artist from any claims, damages, or liabilities arising out of the Manager's negligence or breach of this Agreement.
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10. Dispute Resolution

- **10.1 Mediation/Arbitration:** Any disputes arising under this Agreement shall first be submitted to mediation. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration in accordance with the rules of [Arbitration Organization] in [Jurisdiction].
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11. Governing Law

- **11.1** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.
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12. Notices

- **12.1** Any notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above, either personally, by certified mail, or by email to [Email Addresses].
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13. Entire Agreement

- **13.1** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.
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14. Amendments

- **14.1** Any amendments to this Agreement must be made in writing and signed by both parties.
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15. Severability

- **15.1** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
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16. Counterparts and Electronic Signatures

- **16.1** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- **16.2** Signatures transmitted electronically or by facsimile shall be deemed valid execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Artist Management Agreement as of the Effective Date.

Artist

Signature: _____

Name: [Artist's Full Name]

Date: _____

Manager

Signature: _____

Name: [Manager's Full Name]

Title: [Title, if applicable]

Date: _____

Disclaimer: This template is provided for informational purposes only and does not constitute legal advice. Artist management agreements can involve significant legal and financial obligations, and it is recommended to consult a qualified attorney to ensure that any agreement meets all legal requirements and addresses the specific needs of both parties.