

Exclusive Musician-Agent Contract

_____ [Insert name of Agent] _____,
of _____ [Insert Agent's Address] _____,
hereinafter referred to as "Agent" and
_____ [Insert name of Musician] _____,
of _____ [Insert Musician's Address] _____,
hereinafter referred to as "Musician(s)", hereby agree to the following:

I. TERMS OF AGREEMENT

This Agreement begins on the ____ day of _____, 20____, and ends on the ____ day of _____, 20____.

II. SCOPE OF AGREEMENT

Musician(s) hereby employ Agent, and Agent hereby accepts employment as the Musician(s)' exclusive booking agent, manager, and representative throughout the world with respect to Musician's services, appearances, and all other endeavors as a Musician. "A.F.M." as used herein refers to the American Federation of Musicians of the United States and Canada.

III. DUTIES OF AGENT

a) Agent agrees to use reasonable efforts in the performance of the following duties: to assist the Musician(s) in obtaining offers and negotiating engagements for the Musician's professional career; promote and publicize Musician's name and talents; carry on business correspondences on the Musician's behalf relating to the Musician's professional career; and to cooperate with duly authorized representatives of the Musician in the performance of such duties.

b) Agent will maintain office, staff and facilities reasonably adequate for the rendition of such services. THE MUSICIAN(S) ARE FAMILIAR WITH AGENT'S PRESENT OFFICE, STAFF AND FACILITIES AND ACKNOWLEDGES THE SAME AS REASONABLY ADEQUATE FOR PERFORMANCE HEREOF.

c) Agent shall maintain such records as may be required by the State of [Insert name of State] pursuant to any laws governing this industry or agreement.

IV. RIGHTS OF AGENT

a) Agent may render similar services to others and may engage in other business and ventures.

b) Musician will promptly refer to Agent all communications, written or oral, received by or on behalf of Musician relating to the services of and any appearances by Musician.

c) Without Agent's written consent, Musician will not engage any other person, firm, corporation, or entity to perform the services to be performed by Agent

hereunder (except that Musician may employ a personal assistant) nor will Musician perform or appear professionally or offer to do so except through Agent.

d) Agent may publicize the fact that Agent is the exclusive booking agent and representative for Musician.

e) Agent shall have the right to use or to permit others to use Musician's name and likeness for advertising or publicity relating to Musician's services and appearances but without cost or expense to Musician unless Musician shall otherwise agree in writing.

f) In the event of Musician's breach of this Agreement, Agent's sole right and remedy for such breach shall be the receipt from Musician of the commissions specified in this Agreement, but only if Musician receives money or other consideration on which such commissions are payable hereunder except as provided in paragraph 5(c) hereof.

g) MUSICIAN HEREBY ACKNOWLEDGES THAT AGENT'S KNOWLEDGE OF A WORKING RELATIONSHIP WITH EMPLOYERS OF MUSICIAN'S SERVICES IS ESSENTIAL AND IMPORTANT IN THE SECURING OF EMPLOYMENT FOR MUSICIAN WHETHER AS A SINGLE OR ONGOING ENGAGEMENT AND THAT SUCH EMPLOYERS IDENTIFY MUSICIAN WITH AGENT. THEREFORE THE MUSICIAN WILL NOT PLAY BACK AT OR NEGOTIATE TO PLAY BACK FOR ANY EMPLOYER WHICH WAS CONTRACTED ORIGINALLY THROUGH AGENT FOR SIX (6) MONTHS PAST TERMINATION OF THIS CONTRACT WITHOUT PAYING FULL COMMISSIONS ON THOSE ENGAGEMENTS.

Six (6) months is further acknowledged in light of the circumstances of Musician's and Agent's trade as a period beyond which employers would no longer reasonably identify Musician with Agent.

V. COMPENSATION OF AGENT

a) In consideration of the services to be rendered by Agent hereunder, Musician agrees to pay to Agent commissions 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:

i) Ten (10%) percent of the gross moneys received for a single or consecutive night performance engagement at any venue.

ii) Ten (10%) percent of all gross moneys received from the sale of records, albums, CDs, MP3 files, or other electronic music distribution methods.

iii) Ten (10%) percent of all gross moneys received from merchandising or any other revenue generating activity arranged by or involving the Agent.

b) Commissions shall become due and payable to Agent by check, money order, or cash and must be payable to _____ [Insert name of Agent] _____ for the full amount due to Agent within seven (7) days after completion of any engagement. If the Musician fails to pay any commissions when due, Agent may at its discretion withhold and refuse to secure further engagements for Musician until said commissions are paid. The withholding or refusal to secure further engagements for Musician because of Musician's failure to pay commissions when due shall not constitute a breach on the part of Agent to secure the minimum

number of engagements provided hereunder. The minimum number of engagements guaranteed pursuant to paragraph 6(b) shall be reduced by either:

- i) One (1) week for six night engagements, or
- ii) Two (2) engagements for single night engagements for each week the commission remains due and payable to Agent.

c) No commissions shall be payable on any engagement if Musician is not paid for such engagement only if non-payment is not due to Musician's misconduct. If non-payment for all or part of an engagement is the fault of the Musician, the full commission for the contract price will be paid to Agent. This shall not preclude Agent from seeking and recovering damages to compensate them for actual expenses incurred as the direct result of the cancellation of an engagement when such cancellation was the result of the intentional misconduct of the Musician in addition to any claims for commission.

d) As used in this paragraph and elsewhere in this Agreement, the term "gross earnings" shall mean the gross money received by or paid to Musician for each engagement, before taxes, deductions, or any other withholdings.

VI. DURATION AND TERMINATION OF AGREEMENT

a) The term of this Agreement shall be as stated in the opening heading hereof, subject to termination by either party upon the default of the other on any material provision in this Agreement.

b) In addition to termination pursuant to other provisions of this Agreement, this Agreement may be terminated by either party, by notice as provided below, if the Musician:

- i) does not obtain employment for at least ___ cumulative weeks of up to six night engagements to be performed during each year during the term hereof; or
- ii) does not obtain employment for at least ___ single night engagements to be performed during each year of the term hereof.

c) Notice of such termination because of default by either party shall be given by written notice delivered via mail addressed to the addressee at his last known address. At such time the Musician will play out those engagements specified and contracted by Agent.

d) This contract remains in effect even in such event as the Musician joins or becomes a member of A.F.M. or another union.

VII. NO OTHER AGREEMENTS

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

VIII. ARBITRATION OF DISPUTES

Any and all controversies will be decided by an arbitrator or mediator located in the State of [Insert name of State].

MUSICIAN(S) HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF [Insert name of State] AND ANY ARBITRATOR OR MEDIATOR THAT THEY MAY SEE FIT TO APPOINT. MUSICIAN(S) AUTHORIZES THE COMMENCEMENT OF ARBITRATION CONCERNING THIS CONTRACT WITHIN THE STATE OF [Insert name of State] BY PERSONAL SERVICE WHETHER SERVICE IS MADE WITHIN OR WITHOUT THIS STATE. ALL PARTIES AGREE TO ABIDE BY THE DECISION OF THE ARBITRATOR AS BINDING AND FINAL.

IX. NO ASSIGNMENT OF THIS AGREEMENT

This Agreement shall be personal to the parties and shall not be transferable or assignable by operation of or otherwise without the prior written consent of the Musician and Agent. The obligations imposed by this Agreement shall be binding upon the parties. Musician may terminate this Agreement at any time within ninety (90) days after the transfer of a controlling interest in the Agent.

X. DAMAGES

In view of the fact that Musician is able to secure employment at establishments throughout the United States and around the world and is further able to secure agents throughout the same area, it is difficult and costly for Agent to ascertain the names of agents subsequently engaged by Musician or to ascertain the number of or value of subsequent engagements undertaken by Musician. The parties hereto therefore agree that in the event of Musician's breach of this Agreement either by way of securing bookings from another agent or person or by way of refusing bookings secured by Agent, then Agent's damages shall be determined as follows:

- a) For each month or portion thereof remaining in the term of this Agreement after Musician's breach, Agent shall be entitled to receive as damages an amount equal to the average monthly commissions to which Agent was entitled prior to Musician's breach. The average commission shall be based on actual engagements by Musician as well as bookings refused by Musician.
- b) Agent shall be further entitled to receive its costs, disbursements, and attorney's fees as provided by law in any lawsuit to collect damages provided hereunder.

XI. A.F.M. MEMBERSHIP

Musician by executing this Agreement does not obligate himself in any way to become a member of the A.F.M. or other union, notwithstanding any agreement Agent may have with A.F.M. or other labor organizations.

XII. TERMS

All terms hereof expressed in the singular shall also mean the plural and all terms implying gender shall also mean either gender.

All parties to this Agreement hereby state that they have read and reviewed its terms in their entirety, had an opportunity to discuss such terms with counsel, and state that they are entering into this Agreement knowingly and by their own free accord.

IN WITNESS HEREOF the parties hereto have executed this Agreement this _____ day of _____, 20____.

By: _____
Agent

By: _____
Musician

By: _____
Musician

By: _____
Musician