

## SPECIMEN MANAGEMENT AGREEMENT

[Name of Manager]  
[Address]

[Artist Name]  
[Address]

[Date]

Dear [Artist],

### Management Agreement

I write to confirm my agreement with you as follows:-

#### 1. Appointment

You now appoint me to act and I now agree to act as your sole and exclusive manager throughout the world in connection with all your activities in the music industry [USE WHEN ARTIST IS A BAND – “performing together as [NAME OF BAND] (“Artist Activities”) including without limitation in the following areas:-

- 1.1 the performance of musical compositions in concert, for broadcast via radio or television, in films or in any other media;
- 1.2 the making of recordings of musical compositions for the commercial release and/or exploitation of such recordings by means of broadcast or sale in the form of records, audio-visual devices or otherwise;
- 1.3 the composition of music and/or lyrics (“Compositions”) and the exploitation of Compositions via any medium of publication;
- 1.4 the recording of musical performances on film or on other audio visual devices;
- 1.5 merchandising and sponsorship in connection with the Artist Activities;
- 1.6 for the avoidance of doubt it is specifically agreed that this agreement shall not cover your activities in connection with the writing of books, novels, screenplays, plays and scripts and dramatic acting. Your earnings from activities other than Artist Activities shall not be commissionable by me under this agreement.

## 2. Term

- 2.1 The term of this agreement shall commence on [Date] and shall continue for a period of [three (3) years] (“the Term”) PROVIDED THAT if on the expiration of [twelve (12) months] from the date of this agreement you or any party on your behalf shall not have entered into and I am not in good faith negotiations for a Qualifying Recording Agreement (as defined in sub-clause 2.2 below) in respect of your services as a recording artist with a third party acceptable to you, you shall be entitled to terminate the Term forthwith upon giving notice in writing to me within three (3) months of the expiration of such twelve (12) month period.
- 2.2 For the avoidance of doubt a “Qualifying Recording Agreement” shall be an exclusive recording agreement which provides for the recording company to commit to recording at least one album as that term is generally understood in the music industry together with options exercisable by such record company to record at least two more albums.
- 2.3 In the event that at any time during the Term (save for the first twelve (12) months) there is a period of [six (6) months] during which you do not have a current Qualifying Recording Agreement containing future obligations (those on option shall be considered future obligations) to record or deliver recordings you shall be entitled to terminate the Term upon [thirty (30) days] notice in writing to me PROVIDED ALWAYS that you shall have acted in good faith and have not unreasonably discouraged such agreement and have cooperated with me and PROVIDED FURTHER that such right shall lapse in the event that it is not exercised prior to the date of signature of a new Qualifying Recording Agreement.
- 2.4 In the event that you should properly terminate the Term pursuant to sub-clauses 2.1 or 2.3 or clause 9 post-Term commission shall not be payable

## 3. Management Obligations

- 3.1 I agree to use my best endeavours to enhance and develop your career and render all services customarily rendered by a first class manager in the music industry and to render such services in good faith. Such services shall include, without limitation:-
- 3.1.1 Planning your career and advising you upon all matters which arise for consideration and on matters which I believe should be investigated for the

- purpose of obtaining employment or generally developing your career or enhancing your reputation
- 3.1.2 negotiating (or supervising the negotiation of) all personal appearance contracts and other contracts for your personal services or otherwise arising from Artist Activities Provided That in all cases you will first be consulted for your approval upon the advisability and potential benefits of entering into any such contract and the commitments relating to the contract will be explained to you.
- 3.2 I will take all reasonable steps where appropriate to ensure that any payment to be made to you under any agreement is collected and that where advisable suitable arrangements are made in advance to secure such payment.
- 3.3 In the event that I become aware at any time of a conflict of interest or a potential conflict of interest as between myself and you in any matter I will promptly and fairly inform you of such conflict in writing with a view to resolving it in good faith and to enable you to take independent legal advice.
- 3.4 I shall be entitled to manage other artists and maintain other interests within the entertainment industry provided that such management and interests do not prejudice the timely fulfilment of my obligations under this agreement which shall include providing personal day to day management services to you (reasonable holidays which shall not exceed four (4) weeks in any calendar year and illness excepted).
- 4. Commission**
- 4.1 In consideration of my services I shall be entitled to receive commission equal to twenty per cent (20%) of all gross monies (exclusive of VAT or other similar taxes) received by you or received by a company controlled by you or anyone else upon your behalf during the Term and arising out of the Artist Activities during the Term.
- 4.2 In respect of monies earned up to five (5) years from the end of the Term my commission shall remain at twenty per cent (20%). In respect of monies earned after the date five (5) years from the end of the Term my commission shall reduce to ten per cent (10%). In respect of monies earned after the date ten (10) years from the end of the Term my entitlement to commission shall cease.

- 4.3 After the end of the Term I shall only be entitled to my commission in respect of monies arising from exploitation of records featuring your performances released during the Term and the compositions embodied on such records.
- 4.4 For the avoidance of doubt it is confirmed that monies received after a relevant date in respect of Artist Activities prior to that date shall be deemed monies received and earned prior to that date.
- 4.5 Notwithstanding the above:-
- 4.5.1 I shall not be entitled to be paid commission on any monies advanced to you or used for recording costs, video costs, internet/website costs received from record or publishing companies, equipment costs, third party producers' advances and royalties, recoupable tour support, per diems paid to you, recoupable sums paid to a third party for the purpose of independent promotion or marketing any monies received from the sale of equipment or monies due to you but not paid and received by you.
- 4.5.2 In respect of live personal appearances at concerts or upon tours, my commission shall be payable upon the Net Profit from the relevant live appearance or concert or series of live performances or concerts when there is a connected series. "Net Profit" shall mean the difference between gross fees received and the total of all costs and expenses incurred reasonably attributable to the event or series of events which for the avoidance of doubt shall include the reasonable costs of travel, accommodation and subsistence for you, stage crew, musicians and any other mutually agreed personnel.
- 4.5.3 My commission in respect of fees from television or radio appearances or other promotional appearances shall be calculated upon the gross fee after deduction of expenses incurred in relation to such appearance. My commission payable in respect of income from the operation of a fan club and/or database (which for the avoidance of doubt shall include any web-site set up by you or for you) shall be calculated upon "net income" and shall mean gross income less all expenses incurred in running such operation including without limitation and for the avoidance of doubt any losses previously incurred.
- 4.5.4 In the event that any monies commissioned by me hereunder subsequently become repayable (including by way of example but not limitation merchandising advances) then I shall repay my commission in respect of such repayment upon demand. For the avoidance of doubt I acknowledge that my commission and

expenses may only be recovered from earnings which are commissionable under this agreement and may not be recovered by me from you as a debt.

## **5. Accounting**

- 5.1 You shall deliver to me a detailed account providing all relevant information within fourteen (14) days after the end of every calendar quarter in respect of all monies received by you or any person, firm or company on your behalf during the preceding calendar quarter and you shall pay the commission to me at the same time as delivering such statement PROVIDED THAT you shall pay the commission on advances received over ten thousand pounds (£10,000) within fourteen (14) days of the receipt of such advance.
- 5.2 You shall be entitled to collect all sums arising from your activities within the music industry [USE WHEN ACCOUNTANT TO COLLECT – *but you shall appoint an accountant approved by me, such approval not to be unreasonably withheld or delayed, to collect income on your behalf*].
- 5.3 Expenses under clause 6 of this agreement will be reimbursed with the next quarterly accounting after receipt from you of a claim for such reimbursement supported by appropriate vouchers.
- 5.4 You agree during and after the Term to keep (or procure that your accountant keeps accurate books and records showing all monies received by you or on your behalf in respect of your earnings from Artist Activities. I shall have the right to appoint a representative to inspect such books and records no more than once in any twelve (12) month period upon fourteen (14) days notice during normal office hours.
- 5.5 If you loan out your services to a so-called service or employment company or enter into a similar agreement with any such entity then the monies received by such company or entity shall be deemed gross monies received upon your behalf but subject thereto there shall not be a double fee so that, subject to the commission on such gross monies having been paid, I shall not be entitled to receive my fee on any monies paid by such company or entity to you where effectively such monies have already been subject to my commission.

## **6. Expenses**

- 6.1 I shall be solely responsible for my office expenses and general overheads including but not limited to telephone and fax charges, E-mail, photocopying, postage and packaging costs. Any other expenses reasonable and necessarily incurred by me solely in connection with the performance of my obligations under this agreement shall be reimbursed by you in accordance with sub-clause 5.3 of this agreement and shall include reasonable travel and accommodation costs.
- 6.2 I shall not be entitled to spend a sum in excess of £250 on any item or related series of items comprising a bona fide expense without obtaining your prior written consent.

### **7. Third Party Agreement**

I shall not have the right to enter into any agreements on your behalf save with your prior written approval PROVIDED THAT I shall have the right to sign agreements for one off live performances or performances on radio or television of which you have been notified and of which you have approved.

### **8. Booking Agent Fees**

You agree to be responsible for any commission payable to a so called "booking agent" for your live performances during the Term. The identity and level of commission of any booking agent or other third party agent shall be approved by you.

### **9. Termination**

You shall have the right to terminate the Term forthwith by notice in writing served on me if:-

- 9.1 I become bankrupt or enter into liquidation; or
- 9.2 A receiver or administrator is appointed in respect of all or a substantial part of my assets or if I make or seek to make any voluntary arrangement with my creditors; or
- 9.3 I am convicted of any serious criminal offence or any offence involving fraud or dishonesty; or
- 9.4 I am in breach of any of my fundamental obligations under this agreement and shall fail to remedy such breach, if capable of being remedied, within fourteen (14) days of your giving notice to me of such breach.

[9.5 USE WHEN ARTIST IS BAND – You cease to perform together as [Name of Band]]

**[10. Keyman [USE WHEN MANAGEMENT IS LIMITED COMPANY OR PARTNERSHIP]**

*It is understood and agreed that the services of [ ] are essential to our appointment and that he shall personally provide day to day management services and supervise your career as provided in this agreement during the Term. In the event that [ ] is unavailable due to death, disability or permanent disablement or by his own choice to provide day to day management services and supervise your career, allowing for reasonable periods of sickness and holidays not to exceed six (6) weeks in any calendar year, then you shall have the right to terminate the Term forthwith by service of written notice on us.]*

**11. Assignment**

I shall not be entitled to assign this agreement or the benefit of this agreement to any third party without your prior written consent which may be withheld at your absolute discretion.

**12. Assistant Management**

12.1 I shall not be entitled to appoint any sub-manager or assistant manager which for the avoidance of doubt shall include the appointment of a manager for North America, without your prior written approval.

12.2 For the avoidance of doubt any fees, commissions or other sums payable to any sub-manager or assistant manager shall be payable by me.

**13. Notices**

Notices to be served under this agreement shall be in writing and shall be properly served if sent to the party to be served at the address set out above or any subsequent address as may be notified by hand or prepaid registered or recorded post. The date of delivery (if by hand) or the date of posting (if by hand) shall be deemed to be the date of service of the notice.

**14. Law**

This agreement shall be governed by English law and the English courts shall be the sole courts of competent jurisdiction.

**15. Miscellaneous**

- 15.1 Nothing in this agreement shall be construed so as to create a partnership between us.
- 15.2 Any variation of or amendment to this agreement shall be in writing and signed by both parties.
- 15.3 No waiver of any term or condition of this agreement or of any breach of this agreement shall be deemed a waiver of any other terms or conditions or of any later breach of this agreement.
- 15.4 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

If the above correctly reflects your understanding of our agreement please sign where indicated below.

Yours sincerely,

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Accepted and Agreed

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