

Artist Management Agreement (Template)

TEMPLATE ONLY — not legal advice. Have an entertainment attorney review before signing.

This Artist Management Agreement (the “Agreement”) is entered into as of [EFFECTIVE DATE] (the “Effective Date”) by and between:

- **Manager:** [MANAGER LEGAL NAME / COMPANY NAME], a [STATE] [ENTITY TYPE — e.g., limited liability company] with a principal address at [MANAGER ADDRESS] (“Manager”); and
- **Artist:** [ARTIST LEGAL NAME], professionally known as [ARTIST/STAGE NAME], an individual residing at [ARTIST ADDRESS] (“Artist”).

Manager and Artist are each a “Party” and together the “Parties.”

1. Engagement & Scope of Services

1.1 Engagement. Artist hereby engages Manager as Artist’s personal manager in the entertainment industry, and Manager accepts the engagement, on the terms below.

1.2 Services. Manager will use commercially reasonable efforts to advise, counsel, and assist Artist in the development and advancement of Artist’s career in the music and entertainment industries. Services may include, without limitation: - Advising on the selection, development, and presentation of Artist’s musical material, image, and brand; - Advising on agreements relating to recordings, publishing, distribution, touring, merchandising, sponsorship, and endorsements; - Assisting Artist in selecting and coordinating other team members (booking agent, business manager, attorney, publicist, label, distributor) — Manager does not replace these specialists; - Advising on promotion, marketing, social media, and public relations strategy; - Helping organize Artist’s general career planning and day-to-day business decisions.

1.3 Not a Talent Agent. Manager is engaged as a personal manager only. Depending on the state ([STATE]), Manager is **not** licensed as a talent/booking agent and will **not** solicit, procure, or attempt to procure employment or engagements for Artist except as permitted by applicable law. Artist acknowledges Manager has advised Artist to retain a licensed agent for the procurement of live engagements where required.

1.4 Manager’s Discretion & Other Clients. Manager renders advisory services; **all final decisions regarding Artist’s career are made by Artist.** Manager may represent and manage other artists, provided Manager devotes reasonable time and attention to Artist.

1.5 Standard of Effort. Manager’s obligation is one of reasonable efforts, not a guarantee of any specific result, income, or level of success.

2. Term

2.1 Initial Term. The initial term begins on the Effective Date and continues for [NUMBER — e.g., two (2)] years (the “Initial Term”).

2.2 Renewal / Options. [CHOOSE ONE:] - [] The Agreement automatically renews for successive [LENGTH] periods unless either Party gives written notice of non-renewal at least [NUMBER] days before the end of the then-current term; **OR** - [] Manager has the option to extend for [NUMBER] additional period(s) of [LENGTH] each by written notice to Artist before the current term ends; **OR** - [] No automatic renewal — any extension must be agreed in a signed writing.

2.3 Performance Benchmark (optional). The Initial Term will [extend / continue] only if, during the first [NUMBER] months, Artist’s gross earnings in the entertainment field reach at least \$[AMOUNT], or one of the following milestones is met: [LIST MILESTONES — e.g., signed distribution deal, X paid shows booked, X streams]. If not met, either Party may terminate on [NUMBER] days’ written notice.

3. Compensation (Commission)

3.1 Commission Rate. As full compensation, Artist will pay Manager a commission equal to [NUMBER — e.g., fifteen percent (15%) to twenty percent (20%)] of Gross Earnings (defined below) actually received by Artist (or on Artist’s behalf) and earned during the Term and derived from Artist’s activities in the entertainment field.

3.2 Gross Earnings (Commissionable Income). “Gross Earnings” means gross monies and other consideration **earned during the Term** from Artist’s activities as a recording artist, songwriter, performer, producer, and entertainer, including without limitation: - Recording/master royalties, distribution income, and streaming income (DSP royalties); - Live performance and touring fees (DJ sets, club/festival bookings, club nights); - Publishing income and songwriter royalties (performance, mechanical, and sync), including PRO income (ASCAP/BMI/SESAC), mechanicals via The MLC, and digital performance via SoundExchange — **see carve-out in 3.4**; - Synchronization and master-use license fees; - Merchandise and branded products; - Sponsorships, endorsements, brand partnerships, and appearance fees; - Advances against any of the above.

3.3 Net Earnings (optional). [If using net rather than gross for certain categories:] For [CATEGORY — e.g., touring], commission is calculated on Net Earnings, meaning Gross Earnings less [pre-approved, documented third-party costs such as production, support acts, agent fees]. Define carefully to avoid disputes.

3.4 Excluded (Non-Commissionable) Income. The following are **not** commissionable: - Recording costs, video production costs, tour support, and similar amounts paid by a label/third party that are used solely to fund production (i.e., monies that pass through and are not income to Artist); - Sums Artist must pay to producers, co-writers, sidemen, featured artists, or other royalty participants out of Artist’s share; - [OPTIONAL CARVE-OUT — Songwriter’s share of publishing, if the Parties agree to exclude or reduce the rate on publishing]; - Recoupable advances to the extent they are repaid

(commission is on net received by Artist); - Amounts attributable to activities and agreements entered into **before** the Effective Date, except as set out in the Sunset Clause; - Charitable performances and bona fide showcases where Artist receives no fee; - [OTHER CARVE-OUTS — FILL IN].

3.5 Different Rates by Category (optional). The Parties may apply different commission rates: [e.g., 20% live; 15% recorded music and publishing; 10% on a major deal Artist sourced]. Specify here: [FILL IN].

3.6 Payment Mechanics. Commissionable income will be [collected by Manager and remitted to Artist net of commission within [NUMBER] days] **OR** [collected by Artist, who pays Manager within [NUMBER] days of receipt]. Recommended best practice: route significant income through a business manager / separate account. Manager will provide an itemized statement with each payment.

3.7 Audit. Artist may, on [NUMBER] days' notice and no more than [once/twice] per year, inspect Manager's books relating to Artist's account.

4. Sunset Clause (Post-Term Commissions)

4.1 Purpose. After the Term ends, Manager may continue to commission certain income that flows from work originated or substantially advanced during the Term, on a declining schedule.

4.2 Covered Income. Post-term commissions apply to: (a) income from agreements **entered into during the Term**; and (b) income from creative works (e.g., recordings, compositions) **created and commercially released during the Term**. New agreements and new works created after the Term are **not** commissionable.

4.3 Declining Schedule. For Covered Income, Manager's commission rate declines as follows after the Term ends: - Year 1 after Term: [e.g., 100% of the Term rate] - Year 2 after Term: [e.g., 75%] - Year 3 after Term: [e.g., 50%] - Year 4 after Term: [e.g., 25%] - Year 5 and after: [e.g., 0% — commission ends]

4.4 No Stacking. If Artist engages a new manager who also commissions the same income, the Parties intend that Artist is not double-commissioned beyond [a total cap of NUMBER%] on any single income stream. [FILL IN approach.]

5. Expenses

5.1 Routine Overhead. Manager bears Manager's own ordinary overhead (office, staff, phone, local travel).

5.2 Reimbursable Expenses. Artist reimburses Manager for reasonable, documented out-of-pocket expenses incurred directly for Artist, such as: long-distance travel and lodging for Artist's business, shipping, agreed marketing spend, and third-party services pre-approved by Artist.

5.3 Pre-Approval Threshold. Any single expense over \$[AMOUNT], or aggregate monthly expenses over \$[AMOUNT], require Artist's prior written approval (email is acceptable).

5.4 Documentation & Reimbursement. Manager will submit an itemized expense report [monthly]. Artist will reimburse within [NUMBER] days. Manager may deduct approved, documented expenses from commissionable income with notice.

6. Exclusivity

6.1 Exclusive Manager. During the Term, Manager is Artist's sole and exclusive personal manager in the entertainment field worldwide [or specify TERRITORY].

6.2 No Conflicting Engagements. Artist will not engage another personal manager for the covered field during the Term. This does not restrict Artist from retaining a booking agent, attorney, business manager, publicist, or label.

6.3 Manager Conflicts. Manager will disclose in writing any material conflict of interest (e.g., Manager has an ownership stake in a label, promoter, or venue Artist is asked to work with) and obtain Artist's informed consent before Artist enters such a deal.

7. Key-Man Provision

7.1 Key Person. Artist is entering this Agreement in material reliance on the personal involvement of [KEY PERSON NAME] ("Key Person"). Manager will ensure the Key Person remains principally responsible for Artist's day-to-day management.

7.2 Trigger. If the Key Person [dies, becomes disabled, leaves Manager's company, or ceases to be principally responsible for Artist] and is not replaced by someone reasonably acceptable to Artist within [NUMBER] days, Artist may terminate this Agreement on written notice without penalty (subject to the Sunset Clause for income already earned/originated during the Term).

8. Power of Attorney (Limited)

8.1 Artist grants Manager a **limited** power of attorney solely to: (a) approve and authorize the use of Artist's name, likeness, and approved promotional materials for publicity; and (b) [execute routine, non-binding administrative documents pre-approved by Artist]. Manager may **not** sign recording, publishing, touring, merchandising, or other material agreements on Artist's behalf without Artist's specific written authorization. Specify scope: [FILL IN].

9. Termination

9.1 **For Cause.** Either Party may terminate on [NUMBER] days' written notice if the other Party materially breaches this Agreement and fails to cure within the notice period.

9.2 **Immediate.** Either Party may terminate immediately on written notice if the other Party becomes insolvent, files for bankruptcy, or engages in [fraud, gross misconduct, or conduct that materially harms the other Party's reputation].

9.3 **Key-Man / Benchmark.** Termination rights under Section 2.3 (Benchmark) and Section 7 (Key-Man) apply as stated.

9.4 **Effect of Termination.** On termination: (a) Manager stops incurring expenses for Artist; (b) the Parties reconcile outstanding commissions and reimbursements within [NUMBER] days; (c) the Sunset Clause (Section 4) governs post-term commissions; (d) Manager returns Artist's property, passwords, and account access within [NUMBER] days; and (e) Sections that by their nature survive (e.g., 4, 10, 11) continue.

10. Ownership & Confidentiality

10.1 **Artist's Property.** Artist owns and retains all rights in Artist's name, likeness, masters, compositions, social/DSP accounts, and brand, except as expressly transferred in a separate signed agreement.

10.2 **Confidentiality.** Each Party will keep the other's non-public business information confidential during and after the Term, except as required by law.

11. General Provisions

11.1 **Independent Contractor.** Manager is an independent contractor, not Artist's employer, partner, or joint venturer. Manager is not authorized to bind Artist except as expressly stated.

11.2 **Assignment.** Neither Party may assign this Agreement without the other's written consent, except Manager may assign to a successor entity that continues the Key Person's involvement.

11.3 **Governing Law.** This Agreement is governed by the laws of the State of [STATE], without regard to conflicts of law.

11.4 **Dispute Resolution.** The Parties will first attempt good-faith negotiation. Unresolved disputes will be settled by [mediation, then binding arbitration / courts] in [COUNTY, STATE].

11.5 **Entire Agreement.** This Agreement is the entire understanding between the Parties and supersedes all prior discussions. It may be amended only in a writing signed by both Parties.

11.6 **Severability.** If any provision is held unenforceable, the rest remains in effect.

11.7 **Notices.** Notices must be in writing to the addresses above (email acceptable for routine notices to: [MANAGER EMAIL] / [ARTIST EMAIL]).

11.8 **Independent Counsel.** Each Party has had the opportunity to consult independent legal counsel. Artist acknowledges Manager advised Artist to seek independent advice before signing.

Signatures

MANAGER

Signature: _____ Name: [MANAGER NAME] Title: [TITLE] Date: _____

ARTIST

Signature: _____ Name: [ARTIST LEGAL NAME] p/k/a: [ARTIST/STAGE NAME] Date: _____

[If Artist is a minor, add parent/guardian signature line and applicable state minor-contract approval requirements.]

Reminder: This is a starting-point template, not legal advice. State law (especially talent-agency licensing rules) varies significantly. Have a qualified entertainment attorney review and tailor this before either Party signs.