

EXCLUSIVE AGENT - MUSICIAN CONTRACT

THIS AGREEMENT is for the services of music and/or entertainment described below between the undersigned Musician(s) (includes accompanying musicians and/or entertainers as described below, hereinafter referred to as "MUSICIAN") and the Agent who is to provide booking and management services (hereinafter referred to as "AGENT").

I. TERM OF AGREEMENT

This AGREEMENT begins on the ____ day of _____, 20____, and the term shall be valid through the ____ day of _____, 20__, and shall be considered renewed at the end of the period herein unless ARTIST receives a written notice with the intent to terminate this contract. Any questions relating to this agreement shall be interpreted in accordance with the laws of the State of _____.

II. SCOPE OF AGREEMENT

MUSICIAN(s) hereby employs AGENT and AGENT hereby accepts employment as MUSICIAN'S exclusive booking agent, manager and representative throughout the world for services, appearances and endeavors. "A.F.M." as used herein refers to the American Federation of Musicians of the United States of America and Canada.

III. DUTIES OF AGENT

- a) AGENT agrees to use reasonable efforts performing the following duties: assist MUSICIAN in obtaining and negotiating engagements for the MUSICIAN'S professional career; promote and publicize MUSICIAN'S name and talents; business correspondence on MUSICIAN'S behalf; cooperate with duly constituted and authorized representatives of MUSICIAN in the performance of such duties.
- b) AGENT will maintain office, staff and facilities reasonably adequate to perform these services. MUSICIAN is familiar with AGENT'S present office, staff and facilities and acknowledges these as reasonably adequate.
- c) AGENT shall maintain such records as may be required by the State of _____ 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.
- c) MUSICIAN will not engage any other person, firm or corporation to perform AGENT'S services (except a personal manager) or perform or appear professionally or offer to do so, except through AGENT.
- d) AGENT may publicize the fact that he or she 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 (without cost or expense to MUSICIAN, unless MUSICIAN agrees in writing).
- f) In the event of MUSICIAN'S breach of this AGREEMENT, AGENT'S sole right and remedy shall be the receipt of the commissions specified in this AGREEMENT from MUSICIAN, but only if MUSICIAN receives money or other consideration on which commissions are payable [except as provided in paragraph 5 (c)].

V. COMPENSATION OF AGENT

- a) MUSICIAN agrees to pay the following commissions on the gross funds directly or indirectly received by MUSICIAN for each engagement:
 - i) **Twenty (20%) percent** of the gross funds received for a single night or two consecutive night engagement at the same place.
 - ii) **Fifteen (15%) percent** of all gross funds received for three or more consecutive night engagements at the same place.
- b) Commissions shall be due and payable to AGENT by check or money order. Funds must be payable to _____ for the full amount due within seventy-two (72) hours after completion of engagement. In the event MUSICIAN fails to pay any commissions when due, AGENT may, at his or her discretion, refuse to secure further engagements for MUSICIAN until said commissions are paid. The refusal to secure further engagements for MUSICIAN because of failure to pay 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.
- c) No commissions shall be payable on any engagement if MUSICIAN is not paid for such engagement, and only if non-payment is not due to MUSICIAN'S misconduct. If non-payment for all or part of engagement is the fault of 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 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.

- d) As used in this paragraph and elsewhere in this AGREEMENT, the term "gross earnings" shall mean the gross funds received by MUSICIAN for each engagement.

VI. DURATION AND TERMINATION OF AGREEMENT

- a) The term of this AGREEMENT shall be as stated in the opening heading, subject to termination by either party upon the default of the other of any 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 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 of either party shall be given by 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 if the musician joins or becomes a member of A.F.M. or other musician union.

VII. NO OTHER AGREEMENTS

This is the only AGREEMENT between the parties involved. There is no other agreement, arrangement, or participation between the parties which are not created by this AGREEMENT.

VIII. SUBMISSION AND DETERMINATION OF DISPUTES

GOVERNING LAW: This AGREEMENT shall be governed by the laws and in the courts of the State of _____ and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the AGREEMENT shall take place in the county of _____, in the State of _____.

IX. NO ASSIGNMENT OF THIS AGREEMENT

This AGREEMENT shall be personal to the parties and not transferable without the prior written consent of the MUSICIAN and AGENT. The obligations imposed by this AGREEMENT shall be binding. MUSICIAN may terminate this AGREEMENT in writing 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 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 agree that in the event of MUSICIAN'S breach of this AGREEMENT

either by securing bookings from another agent or person or by refusing bookings secured by AGENT, then AGENT'S damages shall be determined as follows:

- a) For each remaining month 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 his or her costs, disbursements and attorney's fees as provided by law in any suit to collect damages provided herein.

XI. A.F.M. MEMBERSHIP

By executing this AGREEMENT, MUSICIAN does not obligate himself in any way to become a member of the A.F.M., notwithstanding any agreement AGENT may have with A.F.M.

XII. TERMS

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

DATED: _____

For AGENT

For MUSICIAN

Signature

Signature

Name

Name

Address

Address

City/State/Zip

City/State/Zip

Telephone

Telephone