

MANAGEMENT AGREEMENT

Date:

Dear(name of artist).....

When signed by(name of artist(s))..... (collectively called and hereinafter referred to as “you” or “Artist”) and(name of manager)..... (hereinafter referred to as “Manager” or “we” or “us”), the following will constitute Artist’s and Manager’s agreement (“Agreement”) regarding Artist’s engagement of Manager as Artist’s exclusive personal manager in the entertainment industry.

1. Territory/Services: The territory of this Agreement is the universe. Manager agrees to provide to you those services customarily rendered by a personal manager in the entertainment industry.

2. Term:

a.) The initial period (“Initial Period”) of this Agreement begins on the date you sign it and ends upon the completion of all activities in support of your next two studio albums. The Initial Period and any extension under b.) are collectively called the “Term.”

b.) If during the Initial Period the Gross Amounts (i.e., all sums, amounts, and consideration of any kind) earned by, credited to, or offered to you equals or exceeds \$, the Term shall be deemed automatically extended for one additional Album Cycle (i.e., until completion of all activities in support of your third studio album). Gross Amounts “offered to” you are limited to monies from offers that you are capable of accepting in good faith in light of your prior professional commitments and accepted opportunities. Gross Amounts do not include money excluded by paragraph 4.b.) below.

If(name of manager/keyperson)..... is not available to render services hereunder for any consecutive sixty (60) day period, you shall have the right to terminate the Term on thirty (30) days’ prior written notice to us. In that case, all commissions described in paragraph 4 shall remain due.

3. Power of Attorney: You hereby grant to Manager power of attorney to enter into agreements on your behalf for live concert dates you have approved.

4. Commission:

a.) As to Gross Amounts you receive in relation to products or services created or rendered *during* the Term pursuant to entertainment-related agreements you entered into prior to the Term or will enter into during the Term, you shall pay us a commission of fifteen percent (15%). You shall pay us such commission in perpetuity.

b.) In exception to the foregoing, the following monies are excluded from Gross Amounts and, thus, are not commissionable:

(i) actual recording and production costs of your master recordings and videos paid to third parties, including advances and fees to third-party producers, mixers, and remixers (but not any advances or portions of “recording funds” not used for such purpose);

(ii) money paid by you or on your behalf to third parties for sound and light rentals and supporting acts in connection with live engagements;

(iii) money third parties pay to you as deficit tour support or to reimburse your out-of-pocket costs in connection with personal appearances, concerts, or promotional touring activities; and

(iv) music publishing income payable to third-party songwriters and third-party publishers.

c.) Gross Amounts you earn from the exploitation of products or services rendered or created *after* the Term pursuant to agreements entered before or during the Term shall be commissionable after the Term at the following rates: ten percent (10%) for the first year after the Term; seven and one-half percent (7.5%) for the second year after the Term; and five percent (5%) for the third year after the Term. Beginning three years after the end of the Term, no money shall be due on these exploitations.

5. Expenses: You shall reimburse the reasonable expenses we incur rendering services hereunder, such as local travel on your behalf, long distance telephone costs, and messenger expenses. We shall submit these costs to you with any reasonable "back-up information" you request. We will obtain your approval for costs of travel beyond a sixty-mile radius as well as for any single expense exceeding three hundred dollars (\$300) and any collective monthly expenses exceeding one thousand dollars (\$1,000).

6. Payment: Gross Amounts earned during the Term and thereafter which is commissionable by us shall be paid to a third-party accountant or business manager you designate in consultation with us, or if none, directly to us. You agree to direct any such third party to copy us with all accountings of Gross Amounts upon which our commission is based. You will ensure that our commissions and reimbursable expenses are paid within thirty (30) days of your or your representative's receipt of such Gross Amounts and cost submissions.

7. Litigation/Indemnity: This Agreement shall be construed under the laws of Florida. The appropriate state and federal courts of County, Florida shall have exclusive jurisdiction of any disputes related to this Agreement, and the prevailing party of any such claim shall be entitled to recover reasonable attorneys' fees. You agree to indemnify and hold us harmless, including all damages and attorneys' fees, for any cost incurred as a result of your actions or representations.

If this letter properly reflects your agreement with us, please sign where indicated below.

Very truly yours,

.....(printed name of Manager)....., Manager

By: _____

Accepted and agreed to:

/s/ _____ [and _____, jointly and severally, collectively p/k/a].

.....(printed name of Artist).....

[...(printed name of other Artist signor(s))....]