

EXCLUSIVE AGENT - MUSICIAN CONTRACT

_____, of _____ (AGENT) _____
_____, of _____ (Address) _____
_____, hereinafter referred to as "Agent" and _____ (Artist)
_____, of _____ (Address) _____
_____, hereinafter referred to as "Musician(s)", hereby agree to the following:

I. TERM OF AGREEMENT

This Agreement begins on the ____th 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 Musician(s)' exclusive booking agent, manager and representative throughout the world with respect to Musician's services, appearances and 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: assist Musician in obtaining, obtaining offers of, and negotiate, engagements for the Musician's professional career; promote and publicize Musician's name and talents; carry on business correspondence in Musician's behalf relating to Musicians professional career; 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 for the rendition of such services. MUSICIAN IS FAMILIAR WITH AGENT'S PRESENT OFFICE, STAFF AND FACILITIES AND ACKNOWLEDGES SAME AS REASONABLY ADEQUATE FOR PERFORMANCE HEREOF.

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 relating to the services and appearances by Musician.
- c) Without Agent's written consent, Musician will not engage any other person, firm or corporation to perform the services to be performed by Agent hereunder (except that Musician may employ a personal manager) 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, as and when, 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 ACQUAINTANCE, 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) Twenty (20%) percent of the gross moneys received for a single or two consecutive night engagement at the same place.

ii) Fifteen (15%) percent of all gross moneys received for three or more consecutive night engagements at the same place.

b) Commissions shall become due and payable to Agent by check or money order and must be payable to _____ (Agent) _____ for the full amount due to Agent within seventy-two (72) hours after completion of engagement. In such event that 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 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 him 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 Musician for each engagement.

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 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 in such event as musician joins or becomes a member of A.F.M. or other musician union.

VII. NO OTHER AGREEMENTS

This is the only and the complete Agreement between the parties relating to all or any part of the subject matter covered by this Agreement. There is no other agreement, arrangement, or participation 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, by way of example but not limitation, contracts, arrangements, relationships or participations relating to publicity services, business management, music publishing or instruction.

VIII. SUBMISSION AND DETERMINATION OF DISPUTES

Any and all controversies will be taken to the civil courts of the State of _____, DEFENDANT HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF _____, INCLUDING THE COURTS OF _____ COUNTY. DEFENDANT AUTHORIZES THE COMMENCEMENT OF SUIT CONCERNING THIS CONTRACT WITHIN THE STATE

OF _____ BY PERSONAL SERVICE WHETHER
SERVICE IS MADE WITHIN OR WITHOUT THIS STATE.

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 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 cost, disbursements and attorney's fees as provided by law in any suit to collect damages provided herein.

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., notwithstanding any agreement Agent may have with A.F.M.

XII. TERMS

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

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

By _____
Agent

By _____
Musician

By _____
Musician

By _____
Musician

By _____
Musician

MusicSponge.com