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ARTIST TOOLKIT

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The Importance of an ARTIST TOOLKIT

It is important for all artists to have a tool kit with their respective contracts and rider to prevent unwanted outcomes between them, their manager and promoter and or band members. An artist tool kit also enables artists to ensure that they have created a clear road map to the desired outcomes for their business relationships and demonstrates their level of professionalism and commitment to their craft.

ESSENTIALS OF AN ARTIST TOOLKIT

- ☐ Artist Management Contract
- ☐ Concert Performance Agreement
- ☐ Technical Equipment Specification (Rider)
- ☐ Songwriting Partnership Agreement
- ☐ Co-Publishing Agreement
- ☐ Visa Requirement
- ☐ Business Card

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ARTIST MANAGEMENT CONTRACT

WHY?

It is necessary to have an agreement between an artist and a manager for management services. This contract includes the scope of representation given by the manager and his/her terms of authority and rights and compensation.

SAMPLE

ARTIST MANAGEMENT CONTRACT

This contract serves that [Insert real name of artist and his/her- p/k/a and address] or [Insert band name and address]. (Note: p/k/a is an acronym for Professionally Known As) and [Insert real name of manager and his/her address and contact information], dated as of _____ have agreed as follows:

Territory
Should the manager not be working with the artist on a global scale and should that artist have a manager who is, that person's real name and roles must be stipulated [here].

Commission
Should there be a foreign manager [insert name here], the principal manager [insert name here] receives 50% of what [insert name of foreign manager] makes. If there is no foreign manager, the principal manger [insert name here] makes 20% of what [insert artist name here] makes.

Term (w/ notice of termination)
The term of this agreement shall be for a period of one (1) year commencing as of the date hereof _____. Should [insert name of principal manager] wish to terminate this contract, he/she must give [insert name of artist] a (3) three months notice.

Agreed to by:

1. [Insert artist's real name and p/k/a]
   [Insert artist signature here _____] Date:

2. [Insert principal manager's name]
   [Insert principal manager's signature here _____] Date:

Witnessed by:
[Insert name and address of witness in BLOCK LETTERS]
[Insert witness' signature here_____] Date:

SAMPLE

CONCERT PERFORMANCE AGREEMENT

WHY?

Live performance agreements are often provided by venues, especially if you're playing in a nontraditional venue, as to be protected. A live performance agreement is a method of establishing expectations and accountability for meeting a set standard for executing excellence while performing.

SAMPLE

CONCERT PERFORMANCE AGREEMENT

THIS ENTERTAINMENT AGREEMENT is made this _DD_ day of __(MONTH)__, 20_(YY)_ by and between __(PROMOTER)__ and __(ENTERTAINER/S)__, (if more than one, list them on Addendum A attached), by and through their designated agent or representative __MANAGER__ and agrees to provide the performance in accordance with the terms of this Agreement and any addendums or riders hereto:

WHEREAS, __(PROMOTER)__ desires to hire __(ARTIST OR ARTISTS)__, as independent contractor(s), to provide the entertainment at the 20_(YY)_ (insert name of concert/show here) and **WHEREAS**, the __(ARTIST OR ARTISTS)__ desires to provide such performance at the Concert;

1. **Date(s) and Time(s) of Performance:** The date(s) of the Performance shall be _(MONTH)__, 20_(YY)_ and the time(s) of the Performance shall be _(HH:MM)_. This Performance shall have a duration of at least _(NUMBER)_ hours.
2. **Price of Performance:** Promoter agrees to pay Artist or his agent an aggregate of _(DOLLARS)_ ($) for the Performance by cheque immediately following the performance. The cheque shall be made payable to the Manager. Upon proper endorsement of such check by Manager, Promoter agrees to cash the check for the Manager. The Manager shall distribute such amount to Artist(s) as agreed upon between them.
3. **Taxes:** Promoter agrees to prepare and file all tax information required of a person who hires an independent contractor and Artist(s) agree that they have sole responsibility for the payment of any federal or state taxes arising from the monies paid by Promoter to Artist(s) for the Performance.
4. **Recording, Reproduction or Transmission of Performance:** Promoter will use its best efforts to prevent the recording, reproduction or transmission of the performance without the written permission of Artist(s) or Artist's or Artists' representative.
5. **Indemnify for Copyright Infringement:** Artist(s) shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws within said country. In the event that Artist(s) breach this representation, warranty and covenant, Artist(s) hereby agree to INDEMNIFY AND HOLD HARMLESS the promoter and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach.

SAMPLE

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CONCERT PERFORMANCE AGREEMENT (CONT.)

SAMPLE

6. **Excuse of Obligations:** Promoter and Artist shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

IN WITNESS WHEREOF, this Agreement is executed on the date first above written.

Promoter: Insert name of promoter

Insert signature of promoter

Manager: Insert name of manager

Insert signature of manager

Witness: Insert name of witness

Insert title of witness

Insert signature of witness

ADDENDUM A

LIST OF ARTIST(S)

NAMES & ADDRESSES OF ENTERTAINERS	SOCIAL SECURITY

SAMPLE

TECHNICAL EQUIPMENT SPECIFICATION (RIDER)

WHY?

A technical rider allows the promoter/stage management team an understanding of what equipment you will need to perform and how to set up the stage before you arrive. It also allows them to inform you if they cannot accommodate any of your requests.

SAMPLE

TECHNICAL EQUIPMENT SPECIFICATION (RIDER)

Lighting Equipment:

20 x Martin Mac700 Profile
17 x Martin RUSH Beam MH4
17 x Martin MAC 301
15 x Martin MAC 101
12 x Eurolite IP PAR 12x3W
30 x Showtec Sunstrip Active DMX
9 x THOMAS Blinder 4-lite DWE 650
4 x SGM X-5 white. LED strobe
2 x Martin JEM ZR-44 Hi-Mass
2 x ROBE FT500 hazer
4 x Martin JEM AF-1
2 x FOLLOW SPOT 1200
1 x Hog 4 + Extension wing

Risers:

1 x Prolyte riser 3x2m on wheels, 0.4-0.6m high + carpet
2 x Prolyte riser 2x1m on wheels, 0.2-0.4m high + carpet

Video Equipment:

1 x LED screen P6, 6912x4032mm
1 x On stage prompter + laptop
1 x Panasonic AG-HMX100 + laptop
2 x Video camera

Sound Equipment:

12 x JBL 4887 + 4 x JBL 4880 + Amplifiers
6 x EAW SM84 monitor wedge
1 x Yamaha CL3
1 x Yamaha Rio32
1 x Yamaha Rio16
8 x Shure ULXP\ULXD (wireless microphone)
6 x Shure Beta 58/SM 58 (3 microphones and Boom Stands)
6 x Shure SM 57
6 x Shure SM 81
1 x Drum kit mics (Shure Beta 52, Shure Beta 91, 3 x Shure SM 81, 3 x Sennheiser e604)
8 x DI Box
1 x Laptop for Tracks

Backline:

1 x Drum kit: Gretsch - BD, SD, 2 x RT, FT, stands, pedal, drum throne
1 x Cymbals set: Sabian – HH, Ride, 2 x Crash
1 x Fender Twin
1 x Marshall JCM 900 + Marshall 4x12 1960
1 x Ampeg SVT 3 + Ampeg 410HLF
12 x Mic stand (boom, straight, small boom)
2 x Guitar stand
2 x Keyboard stand
1 x Pioneer DJM 900/2000
2 x Pioneer CDJ 2000
3 x Music stand + lighting

SAMPLE

SONGWRITING PARTNERSHIP AGREEMENT

WHY?

When co-writing a song, it is important to have a songwriting partnership agreement to prevent any unwanted outcomes in the event your co-written song generates income. Therefore, all parties involved in composing the song will be equally compensated.

SAMPLE

SONGWRITING PARTNERSHIP AGREEMENT

Song Title: (INSERT NAME OF SONG)
Date: (DAY MONTH, YEAR)
Project: (ALBUM TITLE)

(a) The song (INSERT NAME OF SONG) Is owned jointly by (NAME) and (NAME)

(b) The agreed percentage ownership of copyright, publishing and songwriting property rights is as follows:

Copyright ownership	_____	50%	_____	50%
Publishing ownership	_____	50%	_____	50%
Songwriting ownership	_____	50%	_____	50%

(c) All income or any other consideration received in respect of the song (INSERT NAME OF SONG) shall be apportioned 50% to (NAME) and 50% (NAME).

(d) The current performance royalty affiliations of the songwriters in respect of the song (INSERT NAME OF SONG) are as follows: (SONG WRITER 1) – (BSCAP), and (SONG WRITER 2) – (BSCAP).

(e) The current publishing affiliations of the songwriters in respect of the song [insert song name] are as follows: (SONG WRITER 1) – (INSERT PUBLISHING COMPANY), and (SONG WRITER 2) – (INSERT PUBLISHING COMPANY).

Alternatively, the songwriters have no current publishing affiliations. When a publishing arrangement is concluded, it is agreed that (SONG WRITER 1) and (SONG WRITER 2) will continue to share all income on a 50/50 basis once the publisher's collection fee has been deducted.

Agreed to by:

1. _____ **Date:** _____
2. _____ **Date:** _____

Witnessed by: INSERT NAME OF WITNESS **Date:** _____
ADDRESS OF WITNESS (IN BLOCK CAPITALS)

SAMPLE

CO-PUBLISHING AGREEMENT

WHY?

A Co- Publishing Agreement is the bridge between artistic and business interests; this is where a song writer composes the lyrics of a song, but sells that song to a performer/ singer. If you're a songwriter, singer, or a band, you'll want to ensure that the publisher of your music do not make all profits from your song and that you as the songwriter, singer or band benefit too.

SAMPLE

CO-PUBLISHING AGREEMENT

This AGREEMENT is made this is made this __DD__ day of __(MONTH)__, 20 (YY) , between __(PUBLISHER'S NAME)__ ((hereinafter called the "buyer")) and (COMPOSER'S NAME)__ ((hereinafter called the "song writer")), WHEREAS, the Composer desires the Publisher to publish the Composer's work titled, (hereinafter called the "Work"), and Publisher desires to publish the Work; NOW THEREFORE in consideration of the promises hereinafter set forth and for valuable consideration, receipt whereof is acknowledged, the parties agree as follows:

1. **Grant of Publishing Rights**
   a. The composer hereby grants and assigns to the Publisher, its successors, representatives, and assigns, the sole and exclusive right to publish (i.e., print, publish, and sell) the Work in its original state, during the full term of copyright and any renewals and extensions thereof, except as provided herein.
   b. The Publisher shall have the sole and exclusive right to publish or to license the Work for publication in its original state or in any other in any other foreign country.
   c. The Composer shall execute and deliver to the Publisher any and all documents which the Publisher reasonably deems necessary or appropriate to evidence or effectuate the rights granted in this Agreement.
2. **Copyright**
   Copyright of the Work, if not heretofore registered, shall be registered by the Publisher, upon first publication, in a timely manner in the name of the Composer.
3. **Royalties**
   The Composer shall receive a __(INSERT AMOUNT)__ advance on royalties consisting of __(DOLLARS)__ ($) on this __DD__ day of __(MONTH)__, 20__(YY)__.

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CO-PUBLISHING AGREEMENT (CONT.)

SAMPLE

Royalties shall be paid to the Composer as follows:

a. A royalty of __(INSERT AMOUNT)__ percent (__AMOUNT__%) of the Publisher's net revenues for hard copies sold of the Work, up to and including 10,000 copies.

b. Fifty percent (50%) of all royalties accruing to the Publisher from the sale to another publisher of the right to publish a cheap edition or editions of the Work in its original state. No cheap edition may be published earlier than one (1) year from the date of the original publication, except with the consent of the composer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and shall be interpreted under the laws of Belize.

Publisher: _____

Name of Publisher: _____

Signature of Publisher: _____

Composer: _____

Name of Composer: _____

Signature of Composer: _____

Witnessed By: _____

Name of Witness: _____

Tile of Witness: _____

Signature of Witness: _____

SAMPLE

VISA REQUIREMENT

Any artist performing in the United States of America needs to perform under a P-1B Visa; this is a temporary employment visa.

APPLICATION PROCESS:

The US promoter must apply to the department of labor in the US on behalf of the artist. Should the promoter be applying for a band, at least 75% of its members must have had a substantial and sustained relationship with the group for at least one (1) year.

The US Promoter must submit an I-129 Form which is a Petition for a Non-Immigrant Worker accompanied by the appropriate fee and supporting documentation. Please note that if you are a petitioner who will be filing as an agent for multiple employers (band), you must establish that you are duly authorized to act as an agent.

The required conditions can be found in the following link www.Requirements for Agents and Sponsors Filing as Petitioners for the O and P Visa Classifications." (PDF, 890 KB)

For more information, please visit: www.uscis.gov

BUSINESS CARD

WHY?

A business card is your introduction; it tells who you are, what you do and gives your contact information. It is important for making a favorable first impression and creates a sense of professionalism and legitimacy for your business.

SAMPLE: FRONT

SAMPLE: REVERSE

SAMPLE

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