

PERSONAL MANAGEMENT AGREEMENT

AGREEMENT made this _____ day of _____ 2011,
by and between _____,
whose address is _____
(hereinafter referred to as "Artist") and _____, whose
address is _____ (hereinafter referred to as "Manager").

W I T N E S S E T H:

WHEREAS, Artist wishes to obtain advice, guidance, counsel and direction in the development and furtherance of Artist's career as a musician, composer, arranger, publisher, author, record producer, actor and performing artist and in such new and different areas as Artist's artistic talents can be developed and exploited; and,

WHEREAS, Manager by reason of Manager's contacts, experience and background is qualified to render such advice, guidance, counsel and direction to Artist;

NOW, THEREFORE, in consideration of the mutual promises herein contained it is agreed and understood as follows:

1. **ENGAGEMENT.** Artist engages Manager and Manager agrees to render such advice, guidance, counsel and other services to further the career of Artist as a musician, composer, arranger, publisher, author, actor, writer and performing artist, and to develop new and different areas within which Artist's artistic talents can be developed and exploited, including but not limited to the following services:
 - (a) To represent Artist and act as Artist's negotiator, to fix the terms governing all manner of disposition, use, employment or exploitation of Artist's talents and the products thereof;
 - (b) To supervise Artist's professional employment, and on Artist's behalf, to consult with employers and prospective employers so as to assure the proper use and continued demand for Artist's services;
 - (c) To be available at reasonable times and places to confer with Artist in connection with all matters concerning Artist's professional career, business interest, employment and publicity;
 - (d) To exploit Artist's personalities in all media, and in connection therewith, to approve and permit for the purpose of trade, advertising and publicity, the use, dissemination, reproduction or publication of Artist's name, photographic likeness, voice and artistic and musical materials;

- (e) To engage, discharge and/or direct such theatrical agents, booking agencies, and employment agencies, as well as other firms, persons or corporations who may be retained for the purpose of securing contracts, engagements or employment for Artist;
- (f) To represent Artist in all dealings with any union; and,
- (g) To exercise all powers granted to Manager pursuant to this Agreement.

Manager has advised Artist and it is clearly understood that Manager is not a theatrical agency, employment agent or theatrical agent, but that Manager is acting solely as a personal manager and that Manager is not licensed as a talent agency or booking agent. Manager has at all times advised Artist that Manager is not licensed to seek, procure or assist in procuring or obtaining employment or engagements for Artist, and Manager does not agree to do so. Manager has made no representations to Artist, either oral or written, to the contrary and Artist acknowledges that Manager is not obligated, authorized, licensed or expected to do so.

2. **SERVICES.** Manager is not required to render exclusive services to Artist or to devote Manager's entire time or the entire time of any Manager's employees to Artist's affairs. Nothing herein shall be construed as limiting Manager's right to represent other persons whose talents may be similar to or who may be in competition with Artist or to have and pursue business interest which may be similar to or may compete with those of Artist. Artist agrees that Manager may appoint any one or more of Manager's employees to render the services of Manager hereunder, at Manager's discretion.

3. **MANAGER.**

- (a) Artist hereby appoints Manager as Artist's sole personal Manager in all matters usually and normally within the jurisdiction and authority of personal managers, including but not limited to the advise, guidance, counsel and direction specifically referred to in paragraph 1 hereof. Artist agrees to seek such advice, guidance, counsel and direction from Manager exclusively and agrees that Artist will not engage any other agent, representative of manager to render similar services, and that Artist will not perform said services on Artist's own behalf and Artist will not negotiate, accept or execute any agreement, understanding of concerning Artist's career without Manager's express prior consent. Manager agrees to consult with Artist and to seek Artist's approval, which shall not be unreasonably withheld, prior to the execution of any contracts entered into pursuant to subparagraphs 1 (a) and (e).
- (b) It is expressly understood, that Manager may associate with another personal manager for recording artists or a management company ("Co-Manager") subject to Artist's approval and Co-Manager is pre-approved if she/he manages an artist on a major label for the purposes of carrying out Manager's duties under this Agreement. Artist hereby acknowledges and consents to such association so long as the terms

and conditions of this Agreement are binding on any such Co-Manager. In such event, all references to Manager in this Agreement shall apply to Co-Manager as well.

4. **POWER OF ATTORNEY.** Artist hereby irrevocably appoints Manager, for the Term (as hereinafter defined) of this Agreement and any extensions hereof as Artist's true lawful attorney-in-fact for the purpose of doing the following for Artist and on Artist's behalf whenever Artist is unavailable to do the same:

- (a) To approve and permit the use of Artist's name, photograph, likeness, voice, sound, literary, character, artistic and musical materials for the purposes of advertising and publicity in connection with Artist's career;
- (b) To negotiate on Artist's behalf and execute any and all agreements, documents and contracts for Artist's services, talents, commercial endorsements and/or artistic, literary and musical materials, television and live performances and personal appearances; provided however, that any production contracts, merchandising contracts, record contracts, publishing contracts, booking agency contracts and motion picture contracts shall require the prior consent of Artist; and
- (c) Engage, discharge and redirect for Artist, in Artist's name, public relations firms and representatives, attorneys, accountants, and other persons, firms and corporations in connection with Artist's business and financial affairs; provided however, that in no event will Manager engage or discharge attorneys, accountants or bankers on Artist's behalf without Artist's prior consent.

5. **EARNINGS.**

- (a) As compensation for services to be rendered hereunder, Manager shall receive from Artist (or shall retain from Artist's Gross Monthly Earnings) at the end of the each calendar month a sum of money equal to Fifteen Percent (15%) of Artist's Gross Monthly Earnings. Notwithstanding anything to the contrary, during any calendar month Artist receives Gross Monthly Earnings in excess of Forty-Two Thousand Dollars (\$42,000.00), Manager shall receive from Artist a commission of Twenty Percent (20%) of Artist's entire Gross Monthly Earnings for that particular month.
- (b) The term "Gross Monthly Earnings," as used in this Agreement, refers to the total of all earnings, which shall not be accumulated or averaged (whether in the form of salary, bonuses, royalties or advances against royalties), interest percentages, share of profits, concession sales, merchandise, share in ventures, products, properties, or other kind or type of income from the amusement, music, publishing, recording, motion picture, television, radio, theatrical and advertising field, and all similar areas, which are now known or hereafter devised, in which Artist's artistic talents are developed and exploited, received during any calendar month by Artist or by any of Artist's heirs, executors, administrators, assigns or by any person, firm or corporation (including Manager) on Artist's behalf. Notwithstanding the above,

"Gross Monthly Earnings" shall not be deemed to include lodging, meals and transportation services provided to or for the benefit of Artist if paid separately by the concert promoter.

- (c) The compensation agreed to be paid to Manager shall be based upon Gross Monthly Earnings of Artist received by Artist during the Term of this Agreement or subsequent to the termination of this Agreement as a result of any services performed by Artist during the Term hereof or as the result of any contract negotiated during the Term hereof and any renewal, extension or modification of such contract.
 - (d) It is expressly understood and agreed that after the expiration or other termination of this Agreement, or upon the death of Artist, Manager shall be entitled to compensation with respect to all engagements, contracts or agreements relating to any of Artist's activities entered into prior to or during the Term of this Agreement or substantially negotiated during the Term of this Agreement and entered into thereafter, and any renewals or extensions of those engagements, contracts or agreements in which Artist may earn or receive Gross Monthly Earnings as follows: During the first and second years after the Term the sum of Fifteen Percent (15%), during the third and fourth years after the Term, the sum of Ten Percent (10%), during the fifth year after the Term the sum of Five Percent (5%).
 - (e) In the event Artist forms a corporation or other business entity during the Term hereof for the purpose of furthering and exploiting Artist's artistic talents, Artist agrees that said corporation shall enter into a management contract with Manager identical in all respects to this Agreement (except as to the parties thereto) for the then unexpired portion of the Term. Gross Monthly Earnings, as used herein, shall in such event include the income of the corporation or other business entity to the extent income is paid to the corporation or other business entity rather than to Artist with respect to services rendered by Artist.
6. **REIMBURSEMENT TO MANAGER.** Artist shall be solely responsible for payment of all booking agency fees, union dues, publicity costs, promotional or exploitation costs, traveling expense and other expenses, fees and costs incurred by Artist arising from the performances by Manager of services hereunder, including but not limited to, postage and shipping of material (e.g., Federal Express or U.P.S.), long-distance telephone, publicity materials, promotion expenses, gas mileage and travel expenses (whenever Manager travels on Artist's behalf and with Artist's consent), Artist shall promptly reimburse Manager for such fees, costs and expenses. Artist consent shall be required only with respect to monthly expenses or a single expense which exceed on the aggregate of One Thousand Dollars (\$1,000.00) or any single expenditure of Five Hundred Dollars (\$500.00).
7. **BUSINESS MANAGER.**
- (a) During the Term, Artist shall retain a separate business manager, at Artist's own expense and thereafter Artist shall, for the remainder of the Term of this Agreement,

retain the services of a business manager. Prior to retaining any business manager, Artist shall submit to Manager the name of such business manager(s) for Manager's approval, which approval shall not unreasonably be withheld. Artist shall also promptly notify Manager in writing whenever Artist ceases using the services of any business manager.

- (b) Any business manager retained by Artist shall be entitled, when authorized by Artist, to collect and receive all Gross Monthly Earnings. For so long as Manager fulfills the material terms and conditions of this Agreement, Artist shall irrevocably authorize and direct any business manager retained by Artist who is authorized to collect and receive Gross Monthly Earnings to segregate from such Gross Monthly Earnings all commissions due and owing to Manager and to hold such funds in trust for Manager, pending only payment of such funds to Manager as herein provided.
 - (c) Within ten (10) days following the 1st and 15th days of each month during which Gross Monthly Earnings are received, Artist shall cause the business manager to render to Manager a statement showing the amount of Gross Monthly Earnings received, the source and the nature thereof, and the amount of money due and payable to Manager in commissions and expenses for such period, accompanied by payment of any monies shown to be due Artist (or Artist's business manager) shall also furnish Manager with copies of all statements rendered to Artist by third parties in connection with the payment of Gross Monthly Earnings or evidencing the receipt by Artist of any Gross Monthly Earnings on which commissions are not payable to Manager.
 - (d) Manager shall have the right to examine, not more than once in any calendar year, the books and records of Artist maintained by any business manager upon thirty (30) days prior written notice to Artist.
8. **TERM.** The term ("Term") of the Agreement shall be for a period of five (5) years commencing from the date hereof. The Term shall automatically be renewed for additional one (1) year periods thereafter until either party provides the other party with written notice of termination within thirty (30) days before the expiration of the initial term or any one (1) year renewal period.
9. **SUSPENSION.** In the event Artist fails for any reason to fulfill any material obligation assumed by Artist hereunder, Manager shall be entitled to suspend the Term of this Agreement, which suspension period shall commence upon written notice to Artist and shall last the duration of the inability or unwillingness of Artist to perform. In addition to any and all other remedies available to Manager, in the event the suspension period shall continue for a period in excess of one (1) year, Manager shall have the right to terminate this Agreement. It is understood that no failure or delay of Manager to enforce the rights of Manager under this paragraph shall be deemed a waiver of Manager's subsequent right to enforce the rights granted to Manager hereunder.

10. **RECORDS/AUDIT.** If any time during the Term, Artist does not have a business manager receiving Artist's Gross Monthly Earnings, Artist agrees to maintain accurate books and records of all transactions concerning Artist and to account to Manager for all sums due monthly within ten (10) days following the 1st and 15th days of each such month when Gross Monthly Earnings were received by Artist, including expenses and other costs under paragraph 6. Artist agrees to maintain, or have Artist's representative maintain accurate books and records of all transactions and activities of Artist, which books and records may be inspected during regular business hours by a certified public accountant designated by Manager upon reasonable notice to Artist.
11. **WARRANTIES.** Artist represents and warrants that Artist is under no disability, restriction or prohibition with respect to Artist's right to execute this Agreement and perform its terms and conditions. Artist warrants and represents that no act or omission by Artist hereunder will violate any right or interest of any person or firm or will subject Manager harmless again any damages, costs, expenses, fees, (including attorneys' fees) incurred by Manager in any claim, suit or proceeding instituted against Manager and arising out of any breach or claimed breach by Artist of any warranty, representation or covenant of Artist. Artist agrees to exert Artist's best efforts to further Artist's promotional career during the Term of this Agreement, and to cooperate with Manager to the fullest extent in the interest of promoting Artist's career.
12. **INDEMNIFICATION.** Artist shall at all times defend, indemnify and hold Manager, its affiliates, and all officers and agents harmless from and against all demands, claims, damages, liabilities, costs, expenses, fees (including attorneys' fees) arising out of any alleged breach or breach by Artist of any warranty, representation or covenant of Artist made herein, or pertaining to any act, error or omission allegedly committed or omitted by Artist or any person or entity allegedly acting on Artist's behalf or direction or control.
13. **DEFAULT/ NOTICES.** It is agreed that as a condition precedent to any assertion by Artist or Manager that the other is in default in performing any obligation contained herein, the party alleging the default must advise the other in writing by Certified United States Mail of the specific facts upon which it is claimed that the other is in default and of the specific obligation which is it claimed has been breached, and said party shall be allowed a period of thirty (30) days from receipt of such written notice with which to cure such default. The parties hereto agree that no breach of any such obligation shall be deemed to be incurable. The date of receipt of such notice shall be deemed the date of giving thereof.
14. **INJUNCTION.** Artist acknowledges and agrees that Manager's right to represent Artist as Artist's sole and exclusive personal manager and Artist's obligation to solely and exclusively use Manager in such capacity and Artist's services are unique, irreplaceable and extraordinary rights and obligations and that any breach or threatened breach by Artist thereof shall be material and shall cause Manager immediate and unavoidable damages which cannot be adequately compensated for by money damages. Accordingly, in addition to all other forms of relief and all other remedies which may be available to Manager in the event of any such breach or threatened breach by Artist, Manager shall be entitled to injunctive relief against Artist.

15. **NO LOANS.** Manager is not required to make any loans or advances for Artist or on Artist's account, however, in the event Manager may do so, Artist shall repay Manager promptly, and hereby authorizes Manager to either deduct the amount of any such loan or advance from any sums received by Manager on Artist's behalf or require Artist to make repayment in full of the loan amount. The authorization granted to Manager herein is coupled with an interest and shall be irrevocable during the Term.
16. **LIFE INSURANCE.** Manager shall have the right to obtain life insurance on Artist's life at Manager's sole cost and expense, with Manager being the sole and exclusive beneficiary thereof. Artist hereby acknowledges that neither Artist nor Artist's estate shall have any right to claim the benefits from any such policy obtained by Manager. Artist agrees to cooperate with Manager for any medical appointments required for Manager to procure such life insurance, subject to Artist's availability and the reimbursement of any expenses associated therewith.
17. **LEGAL FEES.** The prevailing party in any litigation shall be entitled to an award for Artist's reasonable attorneys' fees incurred as a result of the breach.
18. **NO PARTNERSHIP.** This Agreement does not, and shall not, be construed to create a partnership or joint venture between the parties hereto.
19. **REFERRALS.** Artist shall refer to Manager, or cause any other party to refer to Manager, all offers of employment or engagements concerning Artist during the Term. At such time as Artist may desire to engage a licensed talent agency to render services for Artist, Artist shall submit to Manager the name of such talent agency for Manager's approval, which approval shall not unreasonably be withheld.
20. **NEW MEMBER.** After consultation with Manager, if Artist engages or agrees to have additional persons perform with Artist as part of a performing group, such additional person(s) shall be required to enter into an agreement with Manager containing the same terms and conditions herein.
21. **JURISDICTION.** This Agreement shall be construed in accordance with the laws of the State of Tennessee governing contracts executed and performed therein, and shall be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns. Any controversy arising under this Agreement shall be adjudicated under the jurisdiction of a competent court within the county of Davidson, State of Tennessee.
22. **ASSIGNMENT.** This Agreement shall not be assigned, in whole or in part, by either party hereof except in the event Manager transfers all or substantially all of its assets to the Co-Manager, a third party or any corporation or other business entity.
23. **SEVERABILITY.** If any provision hereof shall be for any reason illegal or unenforceable, the same shall not affect the validity or enforceability of the remaining provisions hereof.

24. **ENTIRE AGREEMENT.** This represents the entire agreement of the parties relating to the subject matter hereof. During the Term of this Agreement, it is understood and agreed that there shall be no change or modification of this Agreement unless reduced to writing and signed by all parties hereto. No waiver or any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof.

IN WITNESS WHEREOF, the parties hereunder have subscribed their signatures on the day and year first above written.

"ARTIST"

DATE: _____

"MANAGER"

By: _____

DATE: _____