

Artist / Band Management Agreement

Between Manager and Artist

Date:

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BY THIS **DEED** DATED:

BETWEEN:

MANAGEMENT PTY LTD of **[ADDRESS]** NSW Australia, (**'the Manager'**)

OF THE FIRST PART

AND **[NAME OF INDIVIDUAL]** of **[ADDRESS]**

Band member of **[NAME OF BAND]**

AND **[NAME OF INDIVIDUAL]** of **[ADDRESS]**

Band member of **[NAME OF BAND]**

both individually and/or jointly, when carrying on business as a musical artist or group, whether as presently professionally known as "**[NAME OF BAND]**" or otherwise. (**the "Artist"**).

OF THE SECOND PART

RECITALS

- A. The Manager is engaged in the business of artist management in the entertainment industry and wishes to undertake the management of the Artist.
- B. The Artist is pursuing a career in the entertainment industry and wishes to appoint the Manager to be the Artist's sole and exclusive manager in respect of the activities of the Artist within the entertainment industry.
- C. The Artist carries on business as musical performing and recording artist.
- D. The Artist wishes to engage the services of the Manager to manage the affairs of the Artist and its business activities within the music industry (the Artist's Activities).

1 TERMS

The manager and the artist agree as follows -

2 DEFINITIONS & INTERPRETATION

In this agreement unless the contrary intention appears the expression set out will have the following meanings:

2.1 Definitions

- (a) Artist's Activities means the activities of the Artist as a creative artist including but not limited the following;
 - (i) the making of audio recordings and audio-visual recordings in every medium for commercial manufacture and sale and for promotional purposes;
 - (ii) personal, live and recorded performances and personal appearances before an audience whether public or private and whether fee paying or not;

- (iii) the writing of lyrics and/or the composing of music including (but not limited to) songs for records, commercial jingles, television or cinematograph film theme, score or background music or for any other use;
- (iv) acting as the engineer, producer, mixer or remixer of audio recordings or the producer or director of audio-visual recordings relating to the Artist's performances or performances by any other artist or performer;
- (v) all activities related to the sale or other exploitation of the Artist's audio recordings, audio-visual recordings, lyrics and music;
- (vi) any other activity, service or performance by the Artist in connection with any of the above;
- (vii) exploiting the Artist's name, personal services, intellectual property and related products, by means of any and all media and technologies whether now known or invented in the future;
- (viii) merchandising and making commercial and promotional use of the Artist's name, likeness and reputation by way of licence or otherwise in connection with products or services and sponsorship, product endorsements, advertising or otherwise;