

ARTIST MANAGEMENT AGREEMENT

DATED _____

Between

Evolved Artists Limited (T/A Evolved Music Group)



Publisher

&

Artist

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1. Parties

- 1.1. Evolved Artists Limited of 40 Cross Green Lane, Halton, Leeds, West Yorkshire, England, LS15 7QX. Incorporated and registered in England with company number 07849525, whose registered office is at 40 Cross Green Lane, Halton, Leeds, West Yorkshire, England, LS15 7QX (**Manager**).
- 1.2. [artist] aka [artist alias] of [address] (**Artist**).

2. Background

- 2.1. The Artist wishes to appoint the Manager to be the Artist's exclusive manager within the entertainment industry on the terms set out in this agreement.

3. Interpretations

The following definitions and rules of interpretation apply in this agreement:

Activities: All of the Artist's activities within the entertainment industry throughout the world, including all commercial endorsements, bookings, booking agencies, theatrical agents, employment, merchandising and sponsorship activities.

Business Day: A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commission: The percentage of earnings set out in Clause 8.1

Data Protection Legislation: All Data Protection Legislation from time to time in force in the UK, to include the Data Protection Act 2018 and the retained version of the General Data Protection Regulation (*EU 2016/679*)

Expenses: All third party costs (other than the Manager's own overhead costs, as set out in Clause 9.1) reasonably incurred by the Manager on the Artist's behalf or in the performance of the Manager's obligations under this agreement.

Gross Earnings: All income, fees, advances, royalties and other consideration arising from any of the Activities received by or credited to the Artist or any person on the Artist's behalf:

- a) During the Term, or
- b) After the Term if arising from Activities performed during the Term, or from Activities performed within six months of the expiry of the Term pursuant to an arrangement made by the Manager during the Term, excluding the following:

- 1) VAT,
- 2) Monies advanced for third-party recording costs or tour support, and used as such;
- 3) Income arising from recordings and compositions made during the Term, but not released within six months of the expiry of the Term;
- 4) Credits used to recoup advances which the Manager has subjected to commission;
- 5) Any non-recording income and/or so-called ancillary income paid to or retained by the Artist's record label, or any similar such arrangements;
- 6) Any portion of the Artist's so-called ancillary income (including live, merchandise, sponsorship, branding and website income) which is payable by, or on behalf of the Artist, to any arm's length third party pursuant to an agreement entered into by or on behalf of the Artist.

Net Earnings: Gross Earnings (including, for this calculation, all relevant tour support) arising from the relevant live performance(s), less:

- a. All fees payable to the relevant live agent,
- b. The cost of hire of any PA and other equipment; and,
- c. All other reasonable costs other than the Artist's expenses incurred in respect of such live performance(s)

Net Record Earnings: All income, fees, advances, royalties and other consideration arising from a Released Recording received by or credited to the Manager less:

- a. All costs and/or expenses incurred by the Manager in relation to the recording, release, promotion, exploitation and/or distribution of the Released Recording (including all recording costs);
- b. Any fees, payments and/or royalties due to third parties in relation to the Released Recording (including without limitation payments due to producers, mixers and/or session musicians).

Released Recording: A recording embodying the musical performances of the Artist that is released by the Manager during the Term.

Term: The period set out in Clause 4.1

VAT: Value Added Tax.

4. Term

- 4.1. The term of this agreement shall consist of an initial probationary period of twelve months commencing on the date of this agreement. Subsequent to this initial period, by mutual agreement in writing of the Artist and Manager, this agreement shall be extended by an additional period of [four] years.
- 4.2. Following on from Clause 4.1, the Term shall continue for an additional five year period subject to both parties mutually agreeing the extension in writing at least one month prior to this agreement expiring
- 4.3. Notwithstanding Clause 4.1, if within 24 months of the commencement of the Term the Manager has not secured for the Artist a recording agreement or publishing agreement with a bona fide third-party record company or publisher respectively, then the Artist may terminate the Term by serving 90 days' written notice after the expiry of that 24-month period. Such notice shall be of no effect if prior to the expiry of the 30-day period the Manager secures for the Artist either of the foregoing agreements

5. Appointment

- 5.1. The Artist hereby appoints the Manager to be the Artist's sole and exclusive manager during the Term in respect of the Activities contained here within

6. Manager's Obligations

- 6.1. During the Term, the Manager shall use all reasonable endeavors to advance the Artist's career in connection with the Activities and generally render all services customarily rendered by a manager within the entertainment industry. The Manager shall act in good faith at all times in the performance of such services and keep the Artist reasonably informed of the Manager's activities on the Artist's behalf
- 6.2. During the Term, the Manager shall render advice, guidance, counsel, and other services to include management and bookings as the Artist may reasonably require to further the Artist's career
- 6.3. During the Term the Manager shall negotiate all offers in respect of the Activities, save that the Manager shall not conclude any agreement on the Artist's behalf without the Artist's prior written or verbal consent, other than in respect of one-off live appearances that have been approved by the Artist in principle
- 6.4. During the Term the Manager shall be available at reasonable times and places to confer with Client in connection with all matters in respect of the Activities and the Artist's professional career, business interests, employment, and publicity
- 6.5. The Manager shall not be obliged to provide the services of a live agent. If the services of a live agent are reasonably required in the furtherance of the Artist's career, the Manager may appoint a live agent on the Artist's behalf, subject to the Artist's reasonable approval of the identity of, and commission payable to, such agent

- 6.6. The Manager is not required to render exclusive services to the Artist or to devote its entire time, or the entire time of any of the Manager's employees, for the Artist's affairs. Nothing herein shall be construed as limiting the Manager's right to represent other persons whose talents may be similar to, or who may be in competition with, the Artist
- 6.7. The Manager must obtain the Artist's prior written or verbal consent to create each Released Recording on a case-by-case basis. The Manager will be entitled to distribute and otherwise exploit each Released Recording during the Term
- 6.8. During the Term the Manager, at its own sole discretion, shall support the Artist with the following:
- a) Access to a global pool of artistic collaborations from across the commercial and "underground" dance and/or electronic music spectrum;
 - b) Access to various Singer/Songwriters for songwriting collaborations;
 - c) At a minimum, 90 minutes of artist management advice, guidance, and support per calendar month, delivered electronically via video conferencing software or electronic mail, which further includes but is not limited to, social media content and marketing strategy creation;
 - d) Access to the Manager's in-house international publishing company the purpose of publishing previous and future artistic works in respect of royalty collections and/or exploits;
 - e) Access to the Manager's in-house A&R team to work with, and liaise about demos and collaborations;
 - f) Access to graphic designers for the purpose of branding and artwork creation;
 - g) Where relevant, advice and support in respect of obtaining visas, record release submissions, planning, tour logistics, videography, photography, and social media management;
 - h) Where relevant, comprehensive international tour management, and/or international booking contract support and guidance

7. Artist's Obligations

- 7.1. The Artist shall promptly refer to the Manager all enquiries in connection with the Activities received by the Artist, or received by another person on the Artist's behalf, during the Term and the Artist shall not attempt to negotiate or conclude any agreement offered pursuant to such enquiries without the Manager's involvement
- 7.2. The Artist shall promptly refer to the Manager all enquiries in connection with the Activities received by the Artist, or received by another person on the Artist's behalf, during the Term and the Artist shall not attempt to negotiate or conclude any agreement offered pursuant to such enquiries without the Manager's involvement
- 7.3. The Artist shall perform to the best of the Artist's abilities all engagements that the Manager has arranged on the Artist's behalf that the Artist has approved

- 7.4. The Artist shall, to the best of the Artist's abilities, deliver a minimum production output requirement for release of [12] original solo written tracks [/ vocal collaborations] per calendar year, with the turnaround for each track being between 30-60 days, appropriate for, and to the standards of, commercial record labels
- 7.5. The Artist agrees to exert the Artists best reasonable efforts to further their professional career during the Term, and to cooperate with the Manager to the fullest extent in the interest of furthering their artistic career

8. Commission

- 8.1. Subject to Clause 8.2, the Artist shall pay the Manager the following:
- (a) 20% of Gross Earnings in respect of Live Performances; and
 - (b) 20% of Gross Earnings in respect of Activities other than Live Performances
- 8.2. The Commission on Gross Earnings arising after the expiry of the Term, but before the date [10] years after the expiry of the Term, shall be at full rate. The Commission on Gross Earnings arising after the date [10] years after the expiry of the Term, but before the date [20] years after the expiry of the Term, shall be at 20% of the rate that would otherwise apply. No Commission shall be payable on Gross Earnings arising after the date [20] years after the expiry of the Term

9. Expenses

- 9.1. The Manager shall be responsible for the Manager's own business expenses and the payment of any employees engaged by the Manager, except for persons engaged on behalf of the Artist solely in respect of the Activities, subject to the Artist's prior approval (which not to be unreasonably withheld) or a pro rata share of persons so engaged in respect of one or more other artists. Domestic landline telephone charges and reasonable mobile phone costs shall be deemed to be office expenses
- 9.2. Subject to providing reasonable supporting documentation, the Manager shall be entitled to be reimbursed for all Expenses only from Gross Earnings from which Commission is payable
- 9.3. The Manager shall obtain the Artist's approval for any single Expense or series of related Expenses in excess of £[500] and any Expenses in excess of £[1,000] in any calendar month. The Artist shall from time to time as requested by the Manager review these limits in good faith to reflect successes in the Artist's career
- 9.4. The Expenses in Clause 9.3 are only to pertain to live bookings in relation to Section 11, and may include, but are not limited to, hotel bookings, airline tickets, ground transportation, food and beverages, and the like

10. Accounting

- 10.1. The Artist shall, as soon as is practical, appoint an accountant with music industry experience to receive all Gross Earnings on the Artist's behalf
- 10.2. The Manager is available offer advice upon the selection of a chartered accountant for the Artist
- 10.3. The Artist shall direct the accountant to:
 - (a) Invoice Gross Earnings promptly and pay them into a bank account set up for the Artist, with monthly bank statements for the account provided to the Manager;
 - (b) Make suitable provisions to pay the Manager the Commission and the Expenses in accordance with this agreement and, subject to funds being available, to settle all invoices for such Commission and Expenses within 14 days of receipt;
 - (c) Maintain a reasonable float account for the Manager's use in the payment of Expenses at such time as Gross Earnings permit;
 - (d) Keep accurate, up-to-date, and reasonably detailed books of account in respect of Gross Earnings and Net Earnings, and provide the Manager with a statement showing the calculation of Gross and Net Earnings at regular intervals and no less frequently than every **[calendar quarter]**;
 - (e) Allow the Manager to audit the books of the Artist's account once per year, subject to the provision of reasonable notice
- 10.4. Until the appointment of an accountant for the Artist, the Manager shall collect Gross Earnings on the Artist's behalf and pay the Gross Earnings into a dedicated account set up in the name of the Artist, after deducting any outstanding Commission and/or Expenses due to the Manager. During any period during which the Manager collects Gross Earnings, the Manager shall:
 - (a) Maintain reasonable books of account and provide statements of them at regular intervals; and
 - (b) Allow the Artist to audit those books for the account of Clause 10.4 once per year, subject to the provision of reasonable notice
- 10.5. Both parties agree that in the case of intellectual property being created pursuant to and during the Term, the party financing the creation of such intellectual property maintains all ownership and rights to such intellectual property. Should any such intellectual property be co-financed by both parties, all ownership and rights to such shall be split pro-rata between the parties
- 10.6. In relation to Section 11, the Manager shall provide all financial statements to the Artist within 14 calendar days of the receipt of such statements

11. Bookings

- 11.1. The Artist appoints the Manager as their exclusive personal booking agent and/or manager in all matters usually and normally within the jurisdiction of England and Wales, and accepts the authority of the Manager in the role of personal manager/ booking agent, including but not limited to the advice, guidance, counsel, and direction specifically referred to Clause 6 of this Agreement. The Artist agrees to seek such advice, guidance, counsel, and direction from the Manager and agrees that they will confer with Manager regarding all employments and engagements to avoid any potential conflicts
- 11.2. The Manager shall allow a minimum of one month's advanced notice to the Client of any booked events prior to them being contracted
- 11.3. The Artist must notify the Manager of any sickness a minimum of five days prior to any live booking. Any fees paid for to the Artist in respect of the live booking must be returned in full to the Manager within five working days of notifying the Manager
- 11.4. The Artist and Manager shall mutually approve the employment opportunities for the Artist, and such decisions shall be deemed to be in furtherance of the Artist's career. After consultation from the Manager and any appropriate personnel, should the Artist and Manager disagree regarding such decisions within this clause, the Artist's decision shall prevail. The Manager and Artist have agreed that the Artist must be notified a minimum of four weeks prior to such employment taking place
- 11.5. Should the Artist receive additional employment fees resultant of the Manager, the Manager shall receive compensation based on Twenty Percent of the gross employment fees that are paid
- 11.6. All collaborations, PR opportunities, and the like shall be directed to the Manager via electronic mail (dan@evolvedmusicgroup.com)
- 11.7. Under Clause 11.7, all such requests shall be discussed by both parties before they are sanctioned. The Artist shall have final authority over the Manager in regards to sanctioning any such requests
- 11.8. The compensation agreed to be paid to Manager shall be apportioned in accordance with the aforementioned fee percentages until the transaction between the Manager and paying customer of the Artist's Obligations become complete, received, or secured by the Manager prior to, during the term of this Agreement, or subsequent to the termination of this agreement as a result of any services performed by the Artist during the term hereof or as the result of any contract negotiated during the term hereof, and or by any renewal, extension, or modification of this Agreement

12. Warranties And Indemnity

- 12.1. The Artist warrants that the Artist may enter into and perform this agreement
- 12.2. The Artist warrants that the Artist has no disability, restriction, or prohibition with respect to their right to this agreement
- 12.3. The Artist warrants that the Artist is not a minor

- 12.4. The Artist indemnifies the Manager against all liabilities, costs, expenses, damages, and losses (including legal fees) that the Manager may suffer as a result of the breach of any warranty contained in this agreement

13. Key Man

- 13.1. If at any time the Manager is unable or unwilling to provide, on an ongoing basis (allowing for reasonable periods of absence for holiday and sickness) the services of an employee of the Manager to supervise the management of the Artist's career under this agreement, the Artist may serve 30 days' written notice on the Manager requiring the Manager to provide such services. If after the expiry of the 30-day period the Manager has not provided such services, the Artist may terminate the Term by notice in writing provided that such termination notice is served within a further 30 day period of the expiry of the first notice. For the avoidance of doubt, the Manager may provide the services of other personnel for all administrative functions of the Manager's services under this agreement, and also may provide such services to the Manager's other artists

14. Notices

- 14.1. Any notice required to be given under this contract shall be in writing and shall be sent to each party required to receive such notice by pre-paid first-class post to the address of the relevant party set out in this agreement, or by electronic mail to the email address of the relevant party as set out in Clause 14.2, or to such other postal or email addresses as such party may have notified to the other for such purpose. Such notice shall be deemed to have been given if sent by first-class pre-paid post two Business Days after the date of posting or, if sent by email, the first Business Day after the date on which the email was sent.
- 14.2. For the purpose of Clause 14.1 the Manager's email address is dan@evolvedmusicgroup.com and the Artist's email address is [email address]

15. Data Protection

- 15.1. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) the Data Protection Legislation. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements
- 15.2. The Manager will collect and process the Artist's personal data in accordance with the privacy notice sent alongside this agreement. The Artist will sign and date a copy of the privacy notice and return it to the Manager

16. VAT

- 16.1. All payments under this agreement are expressed exclusive of VAT, which shall be payable in addition to those payments on receipt of a properly rendered VAT invoice

17. Suspension Of Obligations

- 17.1. In the event that the Artist is unable or unwilling to perform the Artist's obligations to the Manager under Section 7 of this agreement, then without prejudice to any other remedies that may be available to the Manager, the Manager may suspend the Manager's obligations to the Artist by written notice until the Artist resumes the Artist's obligations to the Manager, and confirms in writing that the Artist has done so
- 17.2. In the event that the Artist causes, or attempts to cause, any damage to the Manager's reputation, including but not limited to defamation, disrepute, slander, or any similar activities, or should the Artist engage in any behaviors reasonably deemed offensive, extreme, malicious, or similar, then the Manager may suspend the Manager's obligations to the Artist with immediate effect
- 17.3. Any suspension of obligations under Clause 17.1 or 17.2 shall not alter or extend the Term of this Agreement

18. Third Party Rights

- 18.1. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement

19. No Partnership Or Agency

- 19.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in Clause 6
- 19.2. Each party confirms it is acting on its own behalf and not for the benefit of any other persons

20. Entire Agreement

- 20.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter
- 20.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or misstatement based on any statement in this agreement

21. Variation

- 21.1. No variation of this agreement shall be effective unless it is in writing and signed by all parties, or their authorized representatives

22. Waiver

- 22.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

23. Severance

- 23.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement
- 23.2. If any provision or part-provision of this agreement is deemed deleted under Clause 23.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision

24. Governing Law

- 24.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales

25. Jurisdiction

- 25.1. Should such be required, both parties agree that they are amenable to mediation via an accredited third party mediator or other company specializing in dispute resolution, providing such can be resolved within a 14 day period of any requirement for mediation being raised
- 25.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation

This Agreement is Dated: _____

**THIS IS AN IMPORTANT DOCUMENT AFFECTING YOUR CAREER ON A POTENTIALLY
LONG-TERM BASIS. YOU MUST THEREFORE TAKE ADVICE FROM AN INDEPENDENT
LAWYER BEFORE AGREEING TO SIGN IT**

Signed by and on Behalf of Evolved Artists Limited:

Manager

Dated: _____

Signed by:

Artist

Dated: _____