



Global Presence Management

A typical exclusive management contract between an artist and a management company often includes detailed terms that cover a broad range of aspects relating to the artist's career. These contracts are complex, aiming to establish a comprehensive framework that manages the expectations and responsibilities of both parties. Here, I'll outline a general structure for a management contract with a 25% commission deal, covering essential components:

1. Parties Involved

- Artist: Full legal name, professional name, and contact information.
- Manager: Full legal name or company name, and contact information.

2. Term

- Duration: Specifies the length of the contract, typically ranging from one to five years.
- Renewal Terms: Conditions under which the contract may be extended.

3. Scope of Representation

- Exclusivity: The manager is the exclusive representative for the artist in all areas related to the artist's career.
- Services Covered: This can include negotiating contracts, securing bookings, career planning, publicity and marketing, financial management (sometimes), and more.

4. Commission

- Rate: The manager receives 25% of all gross income derived from the artist's career, including but not limited to music sales, performances, endorsements, and merchandising.
- Definition of Gross Income: Clearly defines what counts as gross income, ensuring all possible revenue streams are covered.



5. Expenses

- Reimbursable Expenses: Outlines which expenses incurred by the manager on behalf of the artist are reimbursable by the artist.
- Limitations on Expenses: Caps or budgets may be set to control expenditure.

6. Accounting and Payments

- Reporting: Frequency and format of financial reports provided by the manager to the artist.
- Payment Schedule: How often the manager is paid.

7. Decision Making

- Authority: Specifies the decisions the manager can make independently and those requiring artist approval.
- Consultation Requirements: Conditions under which the manager must consult with the artist before making decisions.

8. Intellectual Property

- Ownership Rights: Clarifies the ownership of works produced during the term, including recordings, videos, and other content.
- Use of Name and Likeness: Terms under which the manager can use the artist's name, image, and likeness for promotion and merchandising.

9. Termination

- Breach of Contract: Conditions under which either party may terminate the agreement due to breach.
- Notice Period: Time required to notify the other party about termination intentions.



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10. Post-Term Obligations

- **Sunset Clause:** Conditions under which the manager continues to earn a commission after the contract has ended, usually decreasing over time.
- **Non-compete Clauses:** Restrictions on the artist working with competing managers or agencies immediately after the contract ends.

11. Miscellaneous

- **Dispute Resolution:** Mechanisms for resolving disputes, such as arbitration or mediation.
- **Jurisdiction:** The legal jurisdiction that governs the contract.

12. Signatures

- **Signatory Authority:** Confirms that both parties agree to the terms and are legally authorized to sign the contract.

This outline gives a general framework, but specific contract terms can vary based on the artist's genre, career stage, and geographic location, as well as the manager's capabilities and resources.