



(SIMPLE) MANAGEMENT AGREEMENT

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MANAGER:	NAME , [ADDRESS] (the "Manager").
ARTIST:	NAME , Stage Name STAGE NAME [Address] (the "Artist").
TERM:	The term of this agreement shall be for an initial period of xxx (the "Initial Period", and a "Period") beginning as of the date hereof, following which the term shall automatically renew for consecutive periods of xxx (each a "Renewal Period", and a "Period") unless either Artist or Manager notifies the other party of its intention not to renew this agreement within 90 days of the end of the then current Period. The Initial Period and any Renewal Period and extensions shall be collectively referred to as the "Term".
TERRITORY:	The World.
MANAGEMENT RIGHTS AND SERVICES:	Artist hereby irrevocably grants to Manager the exclusive right to represent all of Artist's interests on Artist's behalf throughout the entertainment industry, including but not limited to all matters relating to music, film, television, theatre, internet, art, and literature (collectively referenced herein as the "Entertainment Industry").
FEE:	<p>Manager shall be entitled to a commission as follows (collectively the "Commission"):</p> <ul style="list-style-type: none">(a) With respect to all aspects of Artist's career in the Entertainment Industry but excluding Artist's revenue generated from merchandise, a commission of 20% Gross Revenue.(b) With respect to Artist's revenue generated from merchandise, a commission of 20% Net Revenue. <p>Artist and Manager agree to consider modification to the Commission in good faith in the event Artist signs an agreement with a record company.</p>
EXCLUSIONS FROM GROSS REVENUES:	<p>"Net Revenue" shall mean all revenue generated and received by (or on behalf of) Artist from all aspects of Artist's career in the Entertainment Industry ("Gross Revenue") less expenses, which expenses shall mean costs of collection and Commissions paid by Artist to any unrelated third parties and all actual, out-of-pocket third-party costs or expenses attributed to the applicable activity in the Entertainment Industry and paid by Artist, provided such costs are reasonably related to the applicable activity. Expenses do not include any such costs or expenses which were paid by you but which were funded by a third party.</p> <p><u>No double commissioning</u>: any income that is received by Artist on account of any other agreement Artist has entered into with Manager or an affiliate (as the term is defined in the Business Corporations Act (Ontario)) in respect of Artist's career in the Entertainment Industry, including for instance a publishing agreement, a merchandising agreement, or a record production agreement shall not be included in Gross Revenue.</p>

POWER OF ATTORNEY:	<p>During the Term of this agreement, Manager is irrevocably authorized by Artist to act on Artist's behalf as attorney in fact to execute for Artist, in Artist's name and/or on Artist's behalf any and all agreements, documents, and contracts concerning the respective rights and services herein. In addition to the foregoing, Manager hereby irrevocably constitutes, and Artist hereby irrevocably appoints, Manager as Artist's exclusive agent and non-exclusive attorney-in-fact throughout the Term of this agreement in the Entertainment Industry, with full power of substitution, to do the following:</p> <ul style="list-style-type: none">(a) engage, direct and/or discharge theatrical agencies, booking agencies, employment agencies and other third parties that may from time to time seek to obtain employment or engagements for Artist provided that in each instance Artist is made fully aware of engagements in a timely manner;(b) approve and permit the use of the names and approved likenesses of Artist (including, without limitation, all professional, group and fictitious names heretofore, now or hereafter used by Artist), the voice of Artist and approved biographical material concerning Artist for advertising of and publicity for only Artist and Artist's services and the products thereof.
EARLY TERMINATION:	<p>Notwithstanding anything to the contrary herein contained, Artist may terminate this agreement immediately upon written notice for Cause. For the purpose hereof, "Cause" shall mean any one or more of the following events or conditions:</p> <ul style="list-style-type: none">(a) theft, fraud or gross negligence in the performance of Manager's duties hereunder;(b) Manager's conviction of, or entering a plea of guilty or <i>nolo contendere</i> to, a crime that constitutes an indictable offense or a felony or a misdemeanor or summary conviction offense involving moral turpitude which will likely have a material adverse effect upon the reputation or goodwill of Artist;(c) the event that Manager for any reason is unable or unwilling to carry out its responsibilities pursuant to this agreement, for a period of 30 consecutive days.
SUNSET:	<p>Upon termination of the Term, Manager will be entitled to continue to receive a reduced Commission on income from contracts executed or substantially negotiated during or prior to the Term and any master recordings and compositions created in whole or in part during or prior to the Term at a rate of 15% Gross Revenue for the first year post-Term, 10% Gross Revenue for the second year post-Term, 7.5% Gross Revenue in year 3, and 0% thereafter.</p>
EXPENSES:	<p>Artist agrees to promptly reimburse Manager for all reasonable and <i>bona fide</i>, out-of-pocket, direct costs and expenses incurred or expended by Manager on Artist's behalf. For the purposes of this agreement, reimbursable expenses pursuant to this paragraph shall include, without limiting the generality of the foregoing, reasonable travel, long distance telecommunications and promotional expenses which are directly related to the advancement of Artist's career in the Entertainment Industry, but shall specifically exclude in-house expenses such as Manager's rent, salaries to Manager's employees and all other office expenses and overhead. Any single expense over \$500 and any expenses over \$1000 in a month must be pre-approved by Artist.</p>

ACCOUNTING RECORDS:	<p>Artist hereby warrants and agrees that they or their designee(s) shall maintain full and accurate written records of all accounting, banking, financial and other matters pertaining to Artist's activities in the Entertainment Industry (including without limitation all receipts and invoices in relation thereto).</p> <p>Artist will procure the preparation and submission to Manager, within 15 days after the close of each calendar month, of a full and detailed statement of gross revenues earned by Artist with respect to Artist's activities in the Entertainment Industry and such statement shall show in detail the calculation of the applicable commission accruing due to Manager for the applicable month together with payment to Manager of any sums due.</p> <p>Artist shall ensure that Manager shall have full access to and a right of audit in respect of all books and records that relate to Artist's activities in the Entertainment Industry and/or to this agreement upon reasonable notice to Artist. In the event that any audit reveals an underpayment to Manager, Artist shall immediately pay in full to Manager the amount of the underpayment and in the event that such underpayment exceeds 10% of the sums due to Manager, Artist shall, in addition, reimburse Manager's audit costs (excluding travel and subsistence).</p>
NOTICE:	<p>Any and all notices required or permitted under this agreement must be in writing and delivered in person, by courier, or sent by email to Artist and Manager at the respective addresses first set out above. A notice is deemed to have been given and received on the day on which transmission is confirmed. If such day is not a business day, or not within general business hours, then the notice is deemed to have been given and received on the next business day. A courtesy copy of all notices to Manager shall be simultaneously sent to Lawyer Name, Law Office Address.</p>
REPRESENTATIONS AND WARRANTIES:	<p>Each party hereby represents and warrants to the other that he or it has the full power, right and authority to enter into and fulfill the obligations under this agreement.</p>
ASSIGNMENT & ENUREMENT:	<p>Neither party may assign this agreement or any of the rights or obligations hereunder without the prior written consent of the other. Notwithstanding the foregoing, the parties agree that Manager may assign its business management rights and obligations hereunder. This agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors, personal representatives and permitted assigns.</p>
COUNTERPARTS & DIGITAL SIGNATURE:	<p>This agreement may be signed in counterparts, with each counterpart constituting an original document. All counterparts, when taken together, shall constitute one and the same instrument. The parties agree that electronically transmitted copies and/or digital signatures shall be treated as originals and hereby waive any rights they may have to object to such treatment.</p>
INDEPENDENT LEGAL ADVICE:	<p>Each party hereby confirms they have been advised of their right to retain independent legal counsel in connection with the negotiation, legal effect and meaning of this agreement, and Artist hereby confirms that they have either done so or have knowingly and voluntarily waived such right. The parties understand and acknowledge that the law firm of Law Firm Name solely represents the interests of Manager with respect to the contents of this agreement. *CHANGE IF ARTIST*</p>
LAW TO GOVERN & ENTIRE AGREEMENT:	<p>The parties agree to negotiate a more formal agreement on either party's request. Until such time that such a more formal agreement is fully executed, this agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws applicable therein. Manager and Artist each attorn to the jurisdiction of the courts of the Province of Ontario.</p>

This agreement made as of the 12th day of January, 2018.

Please signify your agreement with the above terms by signing where indicated below.

WITNESS:

LEGAL NAME OF MANAGER

Print Name:

WITNESS:

LEGAL & STAGE ARTIST NAME

Print Name: