



## ADMINISTRATION AGREEMENT

**AN AGREEMENT** made on (DATE): \_\_\_\_\_

**BETWEEN:**

**(A) Wai'tuMusic C/o Krystallion Incorporated, P.O. Box 1350, Roseau, Dominica -**  
(Hereinafter referred to as "Administration")

**and**

**(B)**

**[Artist Full Name]:**

\_\_\_\_\_

**professionally known as**

**[Artist Stage Name(s)]**

\_\_\_\_\_

**of [Artist Address]**

\_\_\_\_\_

**and**

**[Artist PRO / IPI Number].**

\_\_\_\_\_

(Hereinafter referred to as "Artist")



**IT IS AGREED** as follows:

**1. DEFINITIONS**

1.1. In this Agreement the following terms shall have the meaning stated below:

- a) The “Administration’s Commission” shall be 25 (twenty-five) per cent of the Gross Earnings after the deduction of the Authorized Expenses.
- b) The “Authorized Expenses” shall be the following sums reasonably and properly expended by the Administration solely on behalf of the Artist which are not recovered through any third party:
  - (i) travel costs of the Artist
  - (ii) accommodation costs of the Artist
  - (iii) clothing expenses of the Artist
  - (iv) publicity, advertising and promotional costs for the Artist
  - (v) musical equipment rented for the Artist
  - (vi) backing musician fees and expenses
  - (vii) adequate insurance coverage for the Artist (if applicable)
  - (viii) any other costs agreed in advance in writing by the Artist with the Administration
- c) The term “Gross Earnings”, as used herein, refers to the total of all earnings, whether in the form of earnings, fees, bonuses, sponsorship fees, endorsement fees, residuals, deferred compensation, union payments in connection with Artist services, interest, shares of profits, or any other kind or type of income which is directly related to Artist’s career in the “Entertainment Business” as defined below.
- d) The “Entertainment Business” shall include live performances, personal engagements, amusement, music recordings, music publishing (and all income derived from music publishing), music production (including but not limited to income earned in connection with Artist’s rendering producer or re- mixer services), Artist production company, Artist record label, motion picture, endorsements and branding, theatrical and advertising fields and all similar areas whether now known or hereafter devised in fields and all similar areas whether now known or hereafter devised in any media and throughout the world, in which Artist’s artistic talents are developed and exploited, received by Artist or by any person, firm or corporation (including Administration) on Artist’s behalf, including but not limited to Artist’s heirs, executors, administrators or assigns.
  - (i) Notwithstanding anything to the contrary above, Gross Earnings, as used herein shall specifically exclude income derived by Artist from any non-entertainment business or industry related investments or activities.
- e) The “Term” shall be one (1) year from the date of this Agreement.



- f) The “Territory” shall be The World
- g) The Artist’s Fee shall be the Gross Earnings less Authorized Expenses and Administration’s Commission. Insofar as is possible Artist Fee shall represent 100% of Artist desired remuneration.

## **2. ENGAGEMENT AND TERM**

- 2.1 Artist hereby engages Administration as Artist’s Administration for a period of \_\_\_\_\_, commencing from the date hereof.
- 2.2 Administration acknowledges that Administration is not acquiring any copyright in any material owned or controlled by the Artist including any rights in any musical works, lyrics or arrangements whether in existence prior to this Agreement or created during the Term.
- 2.3 Administration warrants Administration is fully licensed as required by law to enter into this Agreement and to fulfil Administration’s obligations under it.

## **3. ADMINISTRATION’S OBLIGATIONS**

Administration agrees to use best efforts to aid Artist’s career and to do all the things legal, necessary and desirable to promote Artist’s career and earnings therefrom. These duties shall consist of such activities as working to secure deals with record companies, booking agents, song publishers and music instrument manufacturers, and advising Artist on the recording process, song selection, producers, marketing, packaging design for records, etc. Artist hereby authorizes and empowers Administration, and Administration agrees subject to the limitations set forth in clauses 4.7, 5.6 and 5.7 of this Agreement:

- 3.1. to advise and assist Artist in fixing the terms governing all manner of disposition, use, employment or exploitation of Artist’s talent and the products thereof;
- 3.2. 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;
- 3.3. to be available at reasonable times and places, subject to Section 5 below, in order to confer with Artist, in connection with all matters concerning Artist’s professional career, business interests, employment and publicity;
- 3.4. to advise Artist with respect to the exploitation of Artist’s personality in all media and in connection therewith to approve and permit for the purpose of trade, advertising, publicity and otherwise, the use, dissemination, reproduction or publication of Artist’s name, photographic likeness, voice and artistic and musical materials;
- 3.5. to engage, discharge and 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;
- 3.6. to advise Artist in all dealings with unions and guilds; and



- 3.7. to generally promote the best interest, professional and artistic value, profit, benefit and advantage of the Artist, financially and otherwise.

#### **4. ARTIST'S OBLIGATIONS**

- 4.1. Artist understands and acknowledges that Artist is bound by the terms of this Agreement.
- 4.2. Artist will provide Artist's services to the best of Artist's skill and ability and shall perform Artist's duties under this Agreement at such times, dates and locations as shall reasonably be required.
- 4.3. Artist confirms Artist has full authority to enter into and perform this Agreement and that Artist is not bound by any previous agreement which adversely affects this Agreement.
- 4.4. Artist agrees that Administration may use and permit the use Artist's name, biography, photograph and likeness for the purpose of promoting Artist's services under this Agreement.
- 4.5. Artist confirms Artist is solely responsible for payment of all Artist's union dues, publicity costs, promotion or exploitation expenses (incurred with Artist's prior consent), traveling expenses (incurred with Artist's prior consent), wardrobe expenses and other expenses related to Artist's career, including the reasonable expenses arising from the performance by Administration of the services hereunder. Administration is not to make advances to Artist.
- 4.6. If, during the Term Artist forms a corporation or other business entity for the purpose of furnishing or exploiting Artist's artistic talents or become a shareholder, partner or member in such an entity or enters into any contract or agreement with any third party business entity (other than an established booking or theatrical agency) for the purposes of furnishing such artistic talents to other persons, firms or corporation, then in determining the amount of Administration's Commission hereunder, the gross income of any such entity derived from transactions secured or negotiated by Administration for the use of Artist's talents, services or property created by Artist shall be included in the Gross Earnings.
- 4.7. Artist understands and agrees that Administration's services are not exclusive and Administration shall at all times be free to perform the same or similar services for others as well as engage in any and all other business activities as long as such do not materially conflict with Administration's obligations created by this Agreement.

#### **5. MISCELLANEOUS**

- 5.1. **Mutual indemnity.** Artist and Administration mutually undertake to indemnify the other against all liabilities, claims, demands, actions, costs, damages and loss arising out of any breach by either of any of the terms of this Agreement.



- 5.2. **Third party actions.** In the event of any third-party claim, dispute, action, writ or summons in connection with this Agreement, Artist and Administration agree to provide full details to each other and not to settle any such matter without the other's informed consent.
- 5.3. **Confidentiality.** After the expiry of this Agreement, Administration and Artist undertake not to make any disclosure to the press or any other media relating to any events, conversations, documents, financial arrangements or general behaviour of the other without the other's consent.
- 5.4. **Amendments and alterations.** This Agreement sets out all the terms agreed between the parties and supersedes all previous agreements, representations or promises. Any amendment or alteration to this Agreement must be in writing and signed by both parties.
- 5.5. **Relationship.** This Agreement shall not be deemed to create any relationship of employment, joint venture or partnership between the parties. It is specifically understood that Administration acts as an independent contractor and may appoint or engage any and all other persons, firms or corporations throughout the World in Administration's discretion to perform any and all of the services which Administration has been authorized to perform under this Agreement.
- 5.6. **Meetings.** Administration shall not be required to travel or to meet with Artist at any particular times or places except at Administration's discretion and provided that arrangements have been made for costs and expenses of such travel to be paid for by Artist, but if said costs and expenses are paid by Administration, the full amount of such costs and expenses shall be recoupable from the Artist as provided in Section 4 above.
- 5.7. **Booking Agent.** It is further understood and agreed by and between the Parties hereto that the obtaining of employment for Artist by Administration is not an obligation of Administration under this Agreement, that Administration is not an employment agent or theatrical agent, that Administration has not offered or attempted or promised to obtain, seek or procure employment or engagements for Artist and that Administration is not obligated, authorized, licensed or expected to do so. Administration may provide assistance in negotiating with theatrical booking agents or other persons, firms or corporations for the purpose of obtaining engagements for Artist, in which event the compensation to be paid to said theatrical booking agents, or other third parties for obtaining such bookings or engagements shall be paid by Artist in addition to the compensation payable to Administration hereunder.
- 5.8. **Force Majeure:** in the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of either party, including war, industrial action, floods and Acts of God then such non-performance or failure to fulfil its obligations by that party shall be deemed not to be a breach of this Agreement. In the event that that this Agreement cannot be performed or its obligations fulfilled for a continuous period of 3 months through Force Majeure either party may at its discretion terminate this Agreement by notice in writing at the end of that period.



- 5.9. **Interpretation.** In this Agreement plural terms include the singular and vice versa; the masculine includes the feminine and vice versa; and headings are for ease of reference only and do not form part of this Agreement.
- 5.10. **Third Party Agencies.** Artist acknowledges and understands that Administration is not an employment or booking agent and that Artist is responsible for making all necessary payments of commission to third party agencies.
- 5.11. **Assignment.** This Agreement is personal to the Artist and Administration. Administration shall not be entitled to assign or sub-contract the whole or any part of it to any third party without the prior informed consent of the Artist.
- 5.12. **Power of Attorney** Administration is hereby authorized and empowered for Artist and on Artist's behalf and at Administration's discretion, after consulting with Artist, to do the following: approve and permit any and all publicity and advertising in connection with Artist's professional career; approve and permit the use of Artist's name, photograph, likeness, voice, sound effect, literary, artistic, video and musical materials for the purposes of marketing, advertising, publicity, and promotion in connection with Artist's professional career and execute agreements pertaining to short-term personal appearance.

## 6. TERMINATION

- 6.1. In addition to any other rights and remedies at law, this Agreement may be terminated by one party giving the other written notice on any or all of the following grounds:
  - (a) where Administration fails to make payments as required under this Agreement;
  - (b) where any party has committed a serious breach of its obligations under this Agreement unless that party rectifies such breach as far as reasonably possible within 30 days of receiving notice of the breach from the other party;
  - (c) where Administration goes into voluntary or involuntary liquidation or is declared insolvent either in bankruptcy proceedings or other legal proceedings or has reached an agreement with creditors due to its failure or inability to pay its debts as they fall due, or where a receiver is appointed over the whole or part of the Administration's business.

## 7. ADMINISTRATION'S POST TERM COMPENSATION

- 7.1. The compensation agreed to be paid to Administration pursuant to clause 1.1. (c) hereof, or to any other provision of this Agreement, shall be based upon Artist's Gross Earnings (as herein defined) earned by Artist or received by Artist, Administration during the Term of this Agreement. Notwithstanding the foregoing, Artist likewise agrees to pay Administration in perpetuity, compensation following the expiration or termination of this Agreement with respect to any and all engagements, contracts and agreements, or extensions or amendments thereto, entered into during the Term or offers initiated or negotiated during the Term and consummated or executed within three (3) months following the expiration of the Term hereof.



- 7.2. Following the Term, or even termination, artist shall pay Administration's commission ("post term commission") with respect to the artist's gross earnings, as and when collected, derived from agreements entered into during the Term as follows:

25% for the life of contracts secured prior to the start of the port term date in accordance with clause 1.1. (c).

## **8. GOVERNING LAW AND JURISDICTION**

- 8.1. This Agreement shall be construed and interpreted according to the laws of The Commonwealth of Dominica. The parties hereto agree that any controversy arising under this Agreement shall be adjudicated under the jurisdiction of a competent court within the Commonwealth of Dominica.

## **9. WAIVER**

- 9.1. A waiver of any provision or breach of this Agreement at any time shall not constitute a waiver of any other provision nor shall it constitute a waiver of the same provision or any other breach at any subsequent time. Any provision or clause of this Agreement which is deemed invalid or unenforceable, at law or otherwise, shall not affect the validity and binding nature of the rest of this Agreement.

## **10. RIGHT TO LEGAL REPRESENTATION**

- 10.1. Artist represents and warrants that Artist has read this Agreement and understands that this is an important legal document. Artist hereby represents and warrants that Artist has been advised of Artist's right to seek independent legal advice in connection with this Agreement and that Artist has entered into this Agreement on the strength of that advice or that Artist has chosen to not seek such advice or to seek such advice and has chosen to not act on any or all of it.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year herein above the first written:

("Administration")

_____	_____	_____
Full Name	Signature	Date

("Witness")

_____	_____	_____
Full Name	Signature	Date





IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year herein above the first written:

("Artist")

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

("Witness")

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date