

BIG LEGAL MESS

or

An intro to staying out of trouble in the music business

Second Edition

Clint Morgan

**Pinetop Perkins Foundation Workshops
Clarksdale, Mississippi**

Table of Contents

So, You Want to be a Musician.....	2
Boring Contract Stuff.....	10
Essential Tunes-The Big Seventy.....	48
Blues 101.....	50
Morgan's Miscellany.....	54
Notes.....	56

SO, YOU WANT TO BE A MUSICIAN

AN INTRODUCTION TO THE DARK UNDERWORLD OF THE MUSIC BUSINESS

Introduction

IMPORTANT: Okay, at the outset, I need to protect myself here. All of the verbiage you are about to read is not legal advice and should not be taken as such. It should be taken for what it is, which is all personal opinion based on my experience in the music world. Don't be thinking that I'm holding myself out as some big legal expert on this stuff, because I'm not. I'm just trying to share the little I know about what I've learned over the years to keep you all out of trouble as best I can. As always, do your due diligence and check out everything I say in these materials. If you find out I'm all wet about something, I wouldn't be surprised since I'm generally all wet about a lot of things. That's why I wear a swimsuit under my clothes. If you have suggestions, please let me know, since I want to give out good information - unless your suggestions are stylistic only, involving critiques of run-on sentences, phrases posing as a sentences, overuse of semicolons, and the like - in which case you probably should save your breath because sadly I doubt if I'll change even if I should. So there.

Also, my purpose is not to give you an exhaustive, detailed account of the twisted and mangled world of music rights and licenses. There are 500-page books that do that. This is just a brief overview to hit the high points that artists starting out in the music profession are faced with out of the gate. Consider this an intro to the beginning of a starting point. Now, let's get rolling.

You've been practicing your instrument since you were three. You've spent long nights pouring over those Slim Harpo albums until you have every note memorized. You've put together a band, and you've been working like field hands until you're as tight as two coats of paint. You may even have been playing shows. You've got some awesome original songs dialed in, as well as some covers that you really love. You're ready. Ready to record some music. Well, before you make the call and book the studio time or start up Pro Tools on your laptop, you should first learn some ground rules about the music business.

Trademark

What is your band name? The Eagles?? Uhhhhh, you probably want to rethink that. It might be taken. Before you choose a band name, you want to conduct a search to make sure that you don't end up eating those 1,500 T-shirts when you find out that your name is already being used. That means you need passing acquaintance with trademark law. Many bands have trademarked their names so that nobody else can use it. What does that mean? In a nutshell, a trademark is a word, name, symbol, device, or combination of them that is used by a business to identify itself and distinguish it from others. A trade name is a word or name or combination of the two used to identify a business that doesn't include the real name of a person. Lastly, trade dress is a form of intellectual property that concerns the character or visual appearance of products or services, so

that consumers won't buy a product in the mistaken belief they are buying another because they look alike. For our purposes, think logos and the like. As you can tell, there is a lot of slop-over between these terms, but between them, words and phrases as well as graphics and visuals are all covered.

There are a couple of good band name databases that can help you check things out here. Try bandname.com or ubl.com. You should also look at The Man's website uspto.gov. Lastly, just Google the name on the old worldwide interweb machine. If you're in the clear and nobody has your dream name Blaze Supernova and the Blues Juggernauts, you can register both with the state and feds, as well as form an LLC in your state and taking out a state business license in the name of the band.

Compulsory Licenses

Let's say you want to record a song that has already been recorded. You don't need to hunt down Barry Manilow and stake out his house to get permission to record a roots version of "Mandy"; under U.S. law, he has to let you whether he likes it or not. It's compulsory. What you must do is pay royalties to Barry (like he needs the money). These are called mechanical royalties, and they are also compulsory. These royalties are divided between the songwriter and the publisher. Back in the day, songwriters usually hired a publishing company to do things like market the tune, pay advances, and what-not. The traditional payment arrangement for these services was 70% of revenue to the songwriter and 30% to the publisher. While this still happens, in today's do-it-yourself world artists often retain all their own song rights, do all their own legwork and keep all their own money. More on publishing in a minute. Anyway, these royalties are called mechanical because back when this system was developed, recording was a mechanical process and the name stuck. You also must not claim the song as your own. If you are giving song attribution on your product, you must give attribution to the original writer. Please note that the compulsory license only applies to songs that have already been recorded and are out there available to the public. So, if you find that 30th Robert Johnson wax song master disc that was never reproduced or released in the glove box of a 1933 Terraplane sitting in a field in Tunica, Mississippi, you're out of luck. No compulsory license for you to cover it. But you would get your picture in the paper for finding it, or maybe even in *Living Blues* or *Rolling Stone*, which would be nice.

You also can't change a cover tune in a significant way. What "significant" means, I have no idea. It's a case by case deal. I guess it's like what Supreme Court Justice Potter Stewart said about the definition of pornography: "I know it when I see it."

Mechanical Royalties

How do you pay mechanical royalties, and how much are they? Most royalties in the U.S. are administered through the Harry Fox Agency, which collects and distributes royalties to artists for a small fee. Their website walks you through the process of paying for the song. The statutory rate is a little over nine cents per song recorded and released - so, if you are pressing 1,000 CDs, you'll pay nine bucks per cover. Which isn't bad. Same thing with digital releases, which is a bit tougher to figure out, since you generally have no idea how many people are going to download your tune. You just estimate the amount and pay Harry; if it goes over, you send them more to

cover it. An aside - in today's brave new world of everybody glued to their devices like a herd of creepy automatons, ringtones are a big deal. Snippets of songs for ringtones are also compulsory. The rate is 24 cents per. All of these rates, by the way, are set by three presumably humorless federal administrative law judges called the Copyright Royalty Board.

The problem with Harry Fox - other than they are a monopoly that is now owned by SESAC, which bugs the heck out of me - is that they don't have the rights to every song. If you want to cover an obscure blues tune from 1928 that isn't in Harry's catalogue, you have to hunt down somebody to pay, which can be a real pain. That's why there are other companies that you can use that will pay Harry Fox their money and then do the work on the others for you. All of these companies have websites and charge a nominal fee for their services. Unless you like spending your time trying to figure out who to pay on that 1937 cover of Slobberin' Panhandle Slim's song "Alligator Be Chompin' On My Leg Blues," I'd use one of these guys. I like Easy Song Licensing, which has a simple website, cheap prices, and quick turnaround times, but there are others. I guess that's a plug.

Public Domain

A note about public domain. If a song is old enough, it passes into the public domain and you don't have to pay for it. Under the new Music Modernization Act, all works first published before 1923 go into the public domain in 2022. So, it's pretty safe to say that if you want to record a blues version of Stephen Foster's "Camptown Races" or "Yankee Doodle" you're golden or soon will be. While the rules and history of copyrights - like all of this stuff - are tortured and byzantine, all you really need to know is that under the new law sound recordings made between 1923 and 1956 will be phased into the public domain over the next few decades, probably long after many of us have shuffled off this mortal coil and gone on to our final reward, for good or bad. So, unless you're going to do a blues tribute album of 19th century Amish hymns or Renaissance folk tunes, chances are you'll be paying for stuff for a while. More on the Music Modernization Act later.

Statute of Limitations

Now, let's say it totally slips your mind to pay Slim Pickings and the Can't Hardly Playboys for your cover of their classic, "My Mule Needs A Whipping And So Do You." How long do you have to look over your shoulder waiting for a pickup full of hillbilly singers and/or their lawyer to hunt you down? Three years. After that, the statute of limitations runs, and they can't sue. They can call you names, sit outside your house and race their truck engines, or post blogs about your thieving ways, but sticks and stones. Kind of. If this happens and you realize what you've done, you should probably pay them anyway, 'cause that's what Jesus would do. One note: if you release a cover for which you didn't pay, make it more than three years without being sued, and then decide to enhance it in any way - like digital remastering, new vocals, or whatever - and release it again, it becomes a new work and the statute starts all over again. So, there is that.

Publishing Rights

This is a good time to say a little more about publishing rights. In the bad old days, a songwriter would often sign away some of his/her rights to his/her songs to a publishing company. The publishing company would then pitch the songs to other artists, films, whatever. Any money made would be split between the publishing company and the songwriter. The system was rife with fraud, with a lot of heartbreaking stories of unsophisticated artists scratching an "X" and signing away some or all of their rights for peanuts and never seeing a dime when their songs became hits by other artists. Sometimes, famous artists would approach a struggling songwriter and offer to record his/her song if they could get a big chunk of the songwriting or publishing royalties. I am reminded about the story of when Elvis approached Dolly Parton back in the early 70s and offered to record "I Will Always Love You." Trouble was, Elvis's manager Colonel Parker wouldn't let Elvis cut anything unless his boy received half of the songwriting royalties. Dolly said no, and cleaned up 20 years later when Whitney Houston recorded the same song which became a pop smash. Dolly probably made enough money to buy Graceland. That's not to say it is always a bad idea: 50% of a hit is better than keeping 100% of nothing. Anyway, in the blues world, a lot of songwriters lost a lot of dough by signing bad deals. Willie Dixon changed some of that, keeping his own publishing, making some nice coin on his songs, and working to help artists get back rights to songs they had signed away. Nowadays, many artists are keeping all the rights to their songs. Some even form their own publishing companies that own the rights to their publishing. Mine is called Lost Cause Records; my wife told me my music was a lost cause, so that's what I named my record label and publishing company. Ha! Who's laughing now? Actually, she is; she still thinks I'm pathetic. Anyway, some still use publishers, since publishers have connections and are better at pitching songs and administering song rights than some writer sitting at his mom's kitchen table in Bandera, Texas. But the devil is in the details in the contracts - as in anything else - and any publishing deal should really be examined. If they are doing their job, the publisher should be pitching songs and collecting money from public performances of the client's songs, use in film, radio plays, digital distribution, whatever.

Public Performances

Which brings up a whole new layer of big legal mess. Unlike recordings, the rights to publicly perform an artist's songs are not compulsory. They must be paid for individually. Since running around keeping track of these performances would be a nightmare and make an artist want to go back to his dad's roofing business and the publishers are all busy golfing, the publishers and/or individual writers sign up with a song rights organization who do it for them. The rights to publicly perform songs are generally granted in blanket fashion and are called blanket licenses. The publishers/writers give these blanket licenses to these organizations, which gives the organizations the right to license all of the publisher's songs for performance, hence the term blanket. These song rights organizations are supposed to collect money for public performances and send the checks to the writer/publisher. Which is our next topic.

Song Rights Organizations

If you are writing and recording all of your own material, you should belong to one of the song rights organizations and register your stuff with it. There are three: ASCAP, BMI, and SESAC. Actually, there are now four: Irving Azoff started GMR a few years ago. Since SESAC is by invitation only, most people use BMI or ASCAP. It's free to join, and you simply register your tunes and the ownership of each and you should be good to go. You could also go the extra step, and register with the feds, but it's not necessary to protect your stuff; that's the job of BMI or ASCAP. Your song is technically copyrighted when it is created, which the law defines as being "fixed" - either written down or recorded. I've known people to write down their lyrics and music and mail it to themselves and then throw the unopened letter in a file, so they can later prove the date of the writing if somebody steals their song. If you don't mind paying \$35, you can also go to copyright.gov and register your stuff with the The Man to remove all doubt about when it was created. Then you wait months for the application to be processed. If you do it by snail mail, it can take over a year, and costs more. Personally, I don't get the point; if you register your stuff with the music rights organization, it fixes and documents date of creation which is the whole reason to do anything in the first place - but I'm the kind of guy that sometimes doesn't wear a belt either, just trusting my pants won't fall down in church (except in that one dream, but that's another story). However, some belt and suspenders type folks like the idea that their stuff is on file with Uncle Sammy, so there you are. Anyway, BMI and ASCAP are supposed to be there to protect your art and get you paid if somebody uses it. Since apparently nobody likes my art enough to try and steal it, I can't personally speak to how diligent these guys are about protecting artists, and I don't know anybody they've helped in this way, but that's their job. Without them, you'll be chasing around some guy who ripped you off in your 1988 Ford Fiesta and telling them they'd better pay up or you'll sick your Uncle Lester the retired divorce attorney on them, which probably won't scare them. I will say that if somebody wanted to steal my stuff, I'd be so flattered I'd probably just let them. Heck, I'd probably drive the getaway car.

Derivative Works

Another thing you can't do is take snippets of a tune and incorporate it into your tune, or take somebody else's tune and add your own lyrics, or vice versa. You have to get artist permission to do that, which can be pretty tough. Sometimes, they'll let you; that's called a derivative work. Usually you've got to share credit and money with the original artist, or sometimes they'll charge a flat fee. Sometimes, they don't want to be mentioned, they just want the cash. A lot of really famous songs are derivative works. If you thought that Johnny Cash wrote "Folsom Prison Blues" all by his lonesome, you'd better think again - a fact that caused the Man in Black a big legal mess. If you don't want all that hassle, you're better off changing the stuff a little until it becomes your own and only then using it. While mere chord progressions are not protectable, tunes or even tune fragments or riffs definitely are, so beware: it's easy to use somebody else's tune or riff and not even know it. It's especially bad in today's social media world, when some troll living in his mom's basement hears your tune on YouTube and decides that you're a thief and it's his mission to tell the world. I've got a nasty little personal story about that that I won't go into now, because even though it ended up okay, through intensive outpatient psychiatric therapy as well as hypnosis with The Amazing Zorena I've pretty much put it behind me. Except for

these annoying facial tics and twitches I can't seem to get rid of. The music world is a weird place; heck, the world in general is a weird place. Somebody oughtta sell tickets. I'd buy one. So anyway, don't stick a Joe Bonamassa original riff into the middle of your song and think nobody will notice. Somebody will.

SoundExchange

My old buddy, Steady Rollin' Bob Margolin, asked me what I thought about SoundExchange. I told him it sounded like a formal name for a jam session, but other than that had no clue. He said that he signed up with them and was actually getting paid digital performance royalties. Since I'm old, have only recently switched from stone tablets to papyrus, and barely knew what digital performances are, I figured I'd better check it out. As usual, Bob was right. SoundExchange (intentionally no space between what should be the two words, just in case you think I can't type) is a non-profit rights management organization authorized to collect and distribute digital performance for sound recordings. So, if your masterpiece is getting played on satellite radio, webcasts, and the like you might as well sign up with SoundExchange. They pay royalties owed to the artists who performed on a song and the owner of the sound recording any time that track is played via non-interactive streaming (meaning someone did NOT click to hear a specific song) on services such as Pandora, Spotify, Sirius XM, and cable TV radio stations. These are called "non-interactive" royalties, and are divided as follows:

Sound Recording Share (also known as Label Share): 50% - This amount is paid to the label, rights owner or royalty administrator.

Featured Artist: 45% - This amount is paid directly to the main performing artists.

Non-Featured Artist: 5% - This amount is paid to the backing musicians.

You should also remember that digital performance royalties for sound recordings have nothing to do with publishing rights, so no portion of this royalty is owed to publishers or songwriters. (Payment to songwriters in a streaming situation has recently been addressed by a new law, which I will blab about in a minute). With this type of royalty, it's all about the recording, not the underlying song/composition. Performing rights organizations such as ASCAP and BMI do NOT collect digital performance royalties for sound recordings; that's what SoundExchange is for. SoundExchange holds the funds until the appropriate parties register with them to claim the money. They may even send you a check now and then as you accumulate wealth at the rate of less than a tenth of a penny a play. Soon, but probably late, you may even have a buck or two.

When I do a project, I usually distribute it on CDbaby out of Oregon. If you are manufacturing and distributing your project through CDbaby (again, for some reason intentionally no space between CD and baby), they have a deal with SoundExchange that automatically signs you up so you don't have to go through that tedious process on your own. The problem is that they only pay CDbaby the Sound Recording Share. If you also want the Featured Artist and Non-Featured Artist Share - and who wouldn't - you still have to sign up with SoundExchange. So, that sucks. Other manufacturers may have the same deal, but I don't know about them. If you sign up with SoundExchange, they will go back three years and collect and distribute to you the royalties that you earned during that time period. So, if your stuff has been receiving airplay, get a move on and sign up. Anyway, I send my stuff to CDbaby, and they put it on their website and get it ready for digital distribution. They do a good job, so there's another plug. Anyway, I usually have them put it out there on anything that pays, which means services like Spotify, Pandora, digital

downloads, whatever. Last quarter, I had literally hundreds and hundreds of downloads and streaming listens, which is pretty good for an anti-social marginally talented farm boy who doesn't tour and generally couldn't care less about performing and/or fame and fortune. My check? \$18.36. Now I can buy that Lamborghini I've had my eye on. You get paid actual pennies or fractions of pennies for some of these plays, with the rate set courtesy of the same three humorless suits on the Copyright Review Board and there's not a darn thing you can do about it unless you want to refuse to participate and only sell your stuff off the bandstand. But then Spielberg will for sure never hear your stuff for his next movie, so there is that. And eighteen bucks will buy a few pizzas, so there's that, too.

I also usually use Discmakers out of New Jersey to produce the actual physical compact disc. I've found them to be great to work with, and they put up with my myriad changes to the packaging, about which I am extremely picky. Yet another little plug.

Music Modernization Act

Here's something hot off the press. In October, 2018, The Man, in its various federal forms, passed the Music Modernization Act, the first new federal law to address music licensing and copyright-related issues since Methuselah was a pup. Everybody's all excited about it, laughing and cheering and throwing babies up in the air, which makes me immediately suspicious. But that's probably just my bad attitude. Here's a brief breakdown of the new law, which is divided into three parts.

The first part addresses streaming musical services. A new agency - just what we need, yet another incarnation of The Man - is going to be set up to create a database of the owners of the

mechanical licenses of sound recordings. This new agency will establish blanket royalty rates to pay composers and songwriters whose work is used by streaming services. That sounds cool. The royalties will be paid to the agency, who will then distribute the green to the mechanical license holders. We don't know yet what all this is going to look like. The first part also makes sure that songwriters are paid a chunk of mechanical license royalties for either physical or digital reproduction of a song with their lyrics. The first part also revamps the court process for settling disputes over royalty rates. I note here that it bugs me that a court in New York has jurisdiction over these disputes, when everybody knows that anything truly musical should be handled in Memphis or some other southern place. Maybe a special courthouse at the Sun Studios or Stovall's Plantation or Dockery Farms to show a little respect. But that's probably just me. Lastly, the first part of the law also attempts to harmonize royalty rates between terrestrial radio stations and streaming services. We don't know what any of this is going to look like yet, either, but I would imagine more presumably humorless suits making more rules for everybody.

The second part of the law addresses sound recordings made prior to 1972, which were excluded by previous federal laws and covered instead by a crazy patchwork of state laws. In essence, as mentioned earlier, these old sound recordings are now covered by federal copyright laws, and recordings made before 1923 will now enter the public domain in 2022. Sound recordings made

between 1923 and 1956 will be phased into the public domain over the next few decades. So, a hopefully lot of older artists or their estates should start getting some checks, which is really cool if it works. Which it should. And the really old stuff will become available quicker for free, which sounds pretty good, too.

The last part of the new law designates our old buddy SoundExchange to also distribute royalties on sound recordings to producers, mixers, sound engineers, and the like. That sounds cool, too. I wish they would have made it part of the law that SoundExchange has to put a space between "Sound" and "Exchange" as God intended, but the apparently the minions of The Man who wrote the law are functional illiterates who don't care about spelling.

Is all this good? Sounds good. But so does eating a Hot Pocket, and we all know how bad that turns out. Did I mention yet that we don't know what all of this will look like yet? Like I said, everybody on all sides of the business is applauding this like a bunch of clapping seals, so I'm hoping it's a step in the right direction. But we'll see.

Miscellaneous Stuff I Forgot to Talk About Before

I should note that while mechanical licenses are compulsory for music, they are oddly not for printed lyrics. So, you have to get permission to print lyrics for liner notes if you are doing a cover from the original writer, which can be a real pain. I ran into this when I covered a Bob Dylan tune. Bob usually doesn't give permission to print lyrics for covers of his songs, which is weird since they are all available online anyway. Whatever. In my case, the short version is: I contacted his management - which is like trying to talk to the pope - sent them a digital copy of my cover, and they said they liked my version, so they gave me permission, which was really cool, and apparently a big deal on Planet Dylan. (By the way, I covered his song "Wanted Man," which had previously been a hit for Johnny Cash. I slowed it way down and sang it in a minor key, which apparently wasn't a "significant" change as we discussed earlier on singing cover songs. So, that was lucky.). I like to think that Dylan sat there, entranced, listening to my caterwauling, thinking "What a masterpiece, a staggering interpretation of heartbreaking beauty. The least I can do is let Morgan print my lyrics." But probably not. So, permission for printing lyrics is an extra step if you're going to do liner notes on covers.

By the way, if you own a venue, ASCAP and BMI also send out their little spies who go around and make sure that music venues that play music are paying money to them, supposedly so that the originating artists get paid for their music. Places like bars or restaurants that have live music or jukeboxes or even background music must pay these organizations an annual fee. These organizations use some mysterious metric all their own put together by presumably pencil-necked geeks in green eye shades to calculate how much they are owed, and they collect fees based on that metric. While these fees are meant to be for the artists to get paid, a lot of venue groups are saying that it is just a shakedown of the venues, that they charge whatever they like, pocket a big fee, dole out the remainder to popular artists based on air play percentages, and take you to court and bury you if you don't pay up, like some kind of Chicago protection racket in 1931. Obscure artists, even if their stuff is being played in venues, don't see a dime. I don't know about all of that. I do know that if you don't pay The Man, you could be risking some kind of copyright infringement lawsuits and legal stuff being served on you by some smirky dude,

followed by a bunch of big money suits talking about how crummy you are to a judge, along with sleepless nights, your spouse screaming at you about how you should have been a farmer, and you asking your mom for money to hire a lawyer, and her telling you that your brother would have never got himself into this mess and she always had doubts about you ever since you didn't quit sucking your thumb until you were seventeen. And none of that is good. So, if you want to roll the dice and use your recently wet thumb to thumb your nose at the system, go for it. Maybe you'll be okay. Maybe not. Another thing: if you play your own stuff, you should keep a set list as well as the date and venue and send it to ASCAP or BMI after you play. They're supposed to pay you. It'll be fun to see how that works out.

Well, I think that's enough for our purposes. This should give you some basic info to get you started. If you're a complete nut or a masochist and really love digging into this stuff, I highly recommend "All You Need to Know About The Music Business" by Donald Passman. But the main thing is to remember that there is a slow train comin', so treat everybody else like you want to be treated, help each other, keep your business clean and do the right thing. Have fun. Practice. Be careful out there, you could put your eye out. And don't quit your day job. Selah.

Copyright 2019 by Clinton L. Morgan. All rights reserved. Do not use without permission. If you do, shame on you and what-not.

BORING CONTRACT STUFF

What follows are some things to consider when hiring the different people you may need to run your music empire, along with a few commonly used contract templates. Here's some self-protection stuff: nothing in this section (in fact, in this whole presentation) is legal advice, and does not create an attorney-client relationship between you and yours truly. This stuff is for educational and informational purposes only. Further, most of these forms were written for use in Washington; do not assume that these contracts will work in your state, or that they are completely suitable for your needs. Please consider these forms as a point of departure only, and tailor/change them to suit your situation. Important: It is always advisable to contact a competent entertainment law attorney in your jurisdiction to review any legal document to ensure compliance with state law and state practices. More self-protection stuff here: don't take these forms and run around willy-nilly signing stuff with any yahoo and then blame me if everything goes to heck; I specifically disclaim all liability for any party's use of or reliance on these documents and any mayhem that ensues, and if you use them you specifically accept said disclaimer and hold me harmless. So there. As you've probably figured out, I don't want to be blamed for anything here. I've got enough of my own issues to deal with that keep me up at night, staring into the abyss, wallowing in self loathing, and chewing Pepercids like they're M & Ms. Plus, I don't like blamers. So, do your own due diligence before entering into a contractual relationship with anyone, and make sure the parties and the contract speaks to your needs. Lastly, you'll notice that I don't have sample contracts for every relationship or introductions to all contracts yet; this is a work in progress. If you have any awesome contracts you use, please feel free to pass them to me for use in a future edition - with full fawning attribution, of course. Speaking of fawning attribution, thanks to our friend Joleen Hughes of Hughes Media Law Group in Seattle, Washington for the much of the materials that follow. All that said, here we go.

The material in Band Agreement 101, Personal Manager's Contract 101, Business Manager's Contract 101, and Agent's Contract 101 are all courtesy of Hughes Media Law Group. Copyright 2017-2018

BAND AGREEMENT 101

If you want to form a band, the first thing you should do is form a LLC with an operating agreement. The LLC is filed with your state, usually online at the Secretary of State's website. The operating agreement is the agreement that tells how the LLC is run - who does what, who gets paid what, and who owns what. The operating agreement usually refers to the band agreement, which gets into the nitty gritty of how the band operates, although there is some overlap between the two. The following is a list of issues to consider in your band agreement. While this list is not exhaustive, it is exhausting, and it covers the basic legal and business terms that need to be discussed.

Ownership of Music

- Who are the writers and owners of the copyrights in the underlying compositions (lyrics and music)?
- Who owns the copyright in the sound recording of the songs?
- What happens if a member of the band leaves?
- Is there a corporate entity for the band?
- Do you want to create a corporate entity for the publishing rights to the band's music for primary writers?
- How is the ownership to be divided? Are royalties perpetual?
- How are performing members compensated?

Name and Logo Ownership

- Who owns the name, logos, and trademarks of the band?
- What happens to these if the band breaks up or a band member leaves?
- Who, if anyone, can still perform using the name?
- Must everyone must still be involved?
- Must the key members or founder(s) be involved?

Band Decisions

- How will band decisions be made?
- Who decides which songs to perform/record?
- Who will manage the administrative functions of the band?
- What are the roles of each band member (Who decides gigs? Hiring of managers/agents/PR? Who will run a website? Merchandising? Keep track of money and making payments, etc.)?

Band Members

- What happens when a new member is hired, or an existing member leaves the band?
- Can band members be fired?
- Can a member quit?
- Who owns the band's IP?

Money

- How will profits/debts be distributed and shared (royalties, performance fees, publishing, merchandising)?
- What happens if a band member leaves/fired?
- Will band members receive payment for projects completed and/or be responsible for debts incurred prior to leaving? (Does this change depending on whether the person leaves or is removed)?
- Does the band have to "buyout" the leaving member?

Acquisition of Assets

- How does the band acquire assets (Instruments, PA systems, merchandise, website/domain, etc.)?
- Who pays for what/ who owns what?

BAND AGREEMENT

This Band Agreement ("**Agreement**") is made by and between the below listed Band Members, who are individually and collectively known professionally as [Band Name] ("**Band**"). This Agreement is effective as of the date of the last signature below (the "**Effective Date**"). The Band Members agree as follows:

Band Member Name:	Mailing Address:	% of Ownership in Company:

1. THE COMPANY. The Legal entity through which the Band conducts its business and Company Activities (as defined below) Is [Name of LLC], which was formed as a limited liability company under the state of [STATE] of [DATE] (the "**Company**"). The Company further adopted an Operating Agreement of [DATE]. Each Band Member owns its respective percentage in the Company as set forth in the table above.

- a. Company Activities and Agreements. As used in the Agreement, "**Company Activities**" means all Band activities, including, without limitation, recording records, live performances, merchandising, sponsorship, touring, [publishing], publicity events, and appearances in motion pictures or other audiovisual works. All Company Activities are subject to the [unanimous/majority] vote of the Band members as set forth in Section 5. Company will be the contracting party in all agreements pertaining to Company Activities ("**Company Agreements**") and no single Band Member has the authority to enter into Company Agreements on the Band of Company's behalf, except within the capacity as a managing member of the Company.
- b. [Option 1: Company Name. [Band Name] is owned by the Company and is not owned by any single Band Member. If the Company dissolves, no individual Band Member will have the right to use [Band Name].]

[Option 2: Company Name. [Band Name] is owned by the Company and is not owned by any single Band Member. Notwithstanding the foregoing, if [Band Member Name] leaves the Company, the Company will cease use of [Band Name].]

2. **BAND MEMBER RESPONSIBILITIES.** Under this Agreement, each Band Member will:

- a. Show up to practices and performances on time and prepared.
- b. Maintain all instruments and equipment, whether or not purchased with Company funds with the Band Member's personal funds, in good condition for performances.
- c. Conduct herself/himself in an appropriate manner in all professional situations.
- d. When speaking with club owners, radio stations, record labels, or any other third party in a role or position to promote the Band, not commit the Band to obligations.
- e. Give priority when scheduling Band appearances. If Band Member is unable to accommodate his/her schedule for Band appearances, Band Member must provide at least thirty (30) days' written notice to [Company/Band's manager/Band's agent].
- f. [ETC.]

3. **PROFITS.** Subject to Section 4 below, each Band Member will share equally in all of the Net Profits, losses, rights, and obligations of the Company. "**Net Profits**" will mean all the payments that are paid to the Company as a result of Company Activities, after deducting Company expenses (responsible salaries, rent, promotional costs, travel costs, office expenditures, telephone costs, and accounting and legal fee). The Net Profits will be distributed in cash to band members.

4. **PUBLISHING.**

[Option 1: An Ownership. A Band Member who writes or composes a composition (a "**Songwriter**") will own all right and interest in and to the publishing rights to the composition. If a composition is written by more than one Songwriter, each Songwriter will own its percentage of contribution to writing the composition, which will be set forth in the composition's split sheet ("**Split Sheet**"). The Company will be the administrator with respect to a composition's publishing rights.

b. Publishing Income. With respect to Net Profits that Company receives from the exploitation of compositions ("**Publishing Income**"), the Songwriters will share the Publishing Income in proportion with the Songwriters percentage of ownership in the composition]

[Option 2: a. Ownership. All compositions written by Band Members will be deemed a work-for-hire for the Company, and the Company shall own all right and interest in and to the publishing rights to the composition.

b. Publishing Income. With respect to Net Profits that Company receives from exploitation of compositions ("**Publishing Income**"), each Band Member will share equally in the Publishing Income.]

5. **MANAGEMENT.** The Band will make Decisions on Company Activities as set forth below. In the event a vote results in a tie, the tie-breaking vote will belong to the Band Member who writes more than fifty percent (50%) of the Company's compositions ("**Primary Songwriter**"). In the event that no one Band Member writes more than fifty percent (50%) of the Company's compositions, the Primary Songwriter shall be the person who has written the majority of songs for the Company as of the date the tie-breaking vote is cast.

	Unanimous Vote	Majority Vote
Expelling Band Member		
Admitting a new Band Member		
Entering into Company Agreements with a term of more than one year.		
Additional capital contributions by any Band Member:		
Receipt of any bonus or goods or other assets of the Company in excess of that received by any other Band Member:		
Any expenditure in excess of \$_____:		
Incurring any major obligation such as borrowing or lending money:		
Selling, leasing, or transferring any Company property:		
Entering into any contract that takes less than a year to complete:		
Check signing rights:		
Amendment of this Agreement:		
Dissolving the Company:		
All other Company decisions:		

6. **ACTIVITIES OUTSIDE OF THE BAND.** Each Band Member is permitted to engage in one of more businesses, including other musical entertainment efforts, but only to the extent that such activities do not directly interfere with the business and obligations of the Company. Neither the Company nor any other Band Member will have any right to any income or profit derived by a Band Member from any non-Company business activity permitted under this section.
7. **OWNERSHIP OF MUSICAL INSTRUMENTS AND EQUIPMENT.** Each Band Member will retain exclusive ownership to any musical instruments or equipment purchased with such Band Member's personal funds or owned by such Band Member prior to the execution of this Agreement. Musical instruments or equipment purchased by Company using Company funds will be exclusively owned by Company, although a Leaving Member (as defined below) may request to purchase the instrument or equipment from Company at fair market value.
8. **BOOKS AND RECORDS.** The Company shall designate a business manager ("**Business Manager**") to maintain the books and records of the Company. The books of the Company and all other documents relating to the business of the Company will be maintained at its principal place of business and be available for inspection at reasonable times by any Band Member (or designated representative of any Band Member). The fiscal year of the Company ends of [Date]. The Company will provide an accounting statement to each Band Member twice a year, at the end of June and December.
9. **LEAVING BAND MEMBERS; ADDING BAND MEMBERS.**
 - a. Leaving Band Members. A Band Member may leave the Company (a "**Leaving Member**") voluntarily (by resignation) or involuntary (by reason of death, disability, or being expelled). A Band Member who resigns must give thirty (30) days' prior written notice to the Company. A Leaving Member is entitled to its share of the Net Profits attributable to Company Activities while being a Band Member, including, but not limited to, Publishing Income or Net Profits arising from sales of records on which the Band Member performed. Unless otherwise agreed by the Company, a Leaving Member will be responsible for any liabilities or expenses the Company incurs as a result of its departure from the Band. By way of example, if a Leaving Member leaves the Band immediately prior to a tour, the Leaving Member will be responsible for out-of-pocket expenses incurred by the Company if the tour is canceled.
 - b. Adding Band Members. The Band may add a new Band member upon the Company's [unanimous/majority] vote ("**New Member**"). Any New Member will be bound to the terms of this Agreement. A New Member will have no rights to the Company property or assets existing at the time of admission to the Company ("**Existing Property**") or in any of the proceeds derived from the Existing Property (for example, revenue or royalties generated by recorded compositions, sound recordings, or other material created prior to the New Member's admission. A New Member's ownership is the Company will be decided at the time the New Member is admitted to the Band.

- 10. WARRANTIES; INDEMNIFICATIONS.** Each Band Member warrants to each other Band Member that she/he: (a) is free to enter into this Agreement; (b) is under no restriction that will interfere with this Agreement; (c) has not done nor will do any act or thing that might hurt the Company; (d) will not sell or transfer any interest in the Company without the prior written consent of the other Band Members, and (e) will refrain from activities that could prohibit the Band Member from performing. Each Band Member will indemnify each other Band Member from all claims, losses, and expenses arising from his/her breach of this Agreement.
- 11. UNIQUE SERVICES.** Each Band Member expressly acknowledges and agrees that his/her services to the Company are of a special, unique and intellectual character that gives them a peculiar value. In the event of a breach by Band Member of this Agreement, Company will suffer irreparable injury that cannot be adequately compensated by damages. Band Member from performing. Each Band Member will indemnify each other Band Member from all claims, losses, and expenses arising from his/her breach of this Agreement.
- 12. GENERAL.** This Agreement may not be amended except in a writing signed by all Band Members. No waiver by any Band Member of any right under this Agreement will be construed as a waiver of any other right. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement will be interpreted to best carry out the intent of the parties. This Agreement is governed by and interpreted in accordance with the laws of _____. The provisions of this Agreement are binding on the successors and assigns of the Band Members.

ACKNOWLEDGED AND AGREED:

[BAND MEMBER NAME]

Social Security No:

Signature:

Date:

[BAND MEMBER NAME]

Social Security No:

Signature:

Date:

[BAND MEMBER NAME]

Social Security No:

Signature:

Date:

[BAND MEMBER NAME]

Social Security No:

Signature:

Date:

PERSONAL MANAGER'S CONTRACT 101

"The Manager is the party who is supposed to hold the vision for the artist's career, advising the artist about what roles to take, what kind of deals to make, who to hire and fire and many other such issues."

-Ivan Hoffman, B.A., J.D.

The CEO of the Band

- Helps with major business decisions
- Sounding board for the creative process
- Promotes the artist to the public
- Manages the other members of the team
- Coordinates tour support
- Liaison with the record label

Key Terms of a Management Contract

- Scope of services and limitations
- Terms of representation (usually one to two years, with the ability to terminate)
- Compensation structure (try to deduct costs before the split)

Compensation Structure

- 15% of gross earnings is typical
Be aware of potential for inadvertent double commission if the band is organized as a corporation. Managers should only receive commission on one level of income, usually the corporation's income. (Look out for manager expense reimbursement. You should also have the right to audit these at least once per year).

Sunset Clauses

- "Substantially negotiated during the term"
The language of this clause should be tailored to sunset payments at specific intervals; reduce percentages after benchmarks are met; or limit that income subject to commission after the artist ceases to do business with the manager or management company.

Power of Attorney

- Some managers insist on having power of attorney. If included in the agreement, power of attorney should be limited in scope and include prior notification/approval by the client.

Key Person Clauses

Most management agreements are with the corporation or partnership, but most artists only work with one specific manager. Key person clauses allow the artist to terminate the contract if their manager no longer works with the management company.

Insert a clause that states the person with whom you have a relationship (the key person) must personally act as your manager, and if not, the contract can be terminated by the artist without it being a breach of contract.

PERSONAL MANAGEMENT CONTRACT

This management agreement ("Agreement") dated _____ ("Effective Date") between _____ ("Manager") on the one hand, and _____ (the "Artist") on the other, in connection with engaging Manager as Artist's manager for the development and enhancement of Artist's career.

1. TERM.

a. This Agreement shall be in force and effective from the Effective Date through _____ and any renewal thereafter ("the Term"), unless this Agreement is terminated before its normal expiration date and/or in accordance with the provisions hereof.

b. On the 31st day of the final month of the original term, or any subsequent terms, this Agreement will automatically renew for a period of one (1) year unless either party opts out by providing the other party with written notice on or before thirty (30) days prior to the expiration of the original term or any subsequent terms.

2. TERRITORY. The Known Universe

3. DEFINITIONS.

a. "Entertainment Industry" - The Entertainment Industry shall include, without limitation, all services, activities and rights in such areas as audio and/or audio visual recordings and reproductions; motion pictures, television, videos, radio and transcriptions; public or private personal appearances, concerts, road shows, tours, hotel, restaurant or cabaret performances; music, publishing, literary and theatrical rights and engagements; modeling, radio and television commercials, commercial merchandising, endorsements and tie-ins; the sale, lease or other disposition and exploitation of musical, literary, dramatic or other creative material which Artist may create alone or with others and in which Artist have an interest, directly or indirectly, in whole or in part; the Artist' URL any and all websites and domain names (except those that the Artist use for their private communications) and any other media of the creative or amusement arts now or hereafter known in which Artist participates and from which Artist derives compensation, directly or indirectly.

b. "Gross Income" - Gross Income shall include, without limitation, salaries, earnings, fees, advances, royalties, gifts, bonuses, shares of profit, shares of stock, partnership interests, percentages, the total amount paid for motion picture or other entertainment packages and all other consideration, earned or received, directly or indirectly, by either of the Artist or Artist' assigns, or by any other party on Artist's behalf in connection with the Entertainment Industry. Gross income shall not include:

- i. Separate payments, if any, by promoters for sound and light equipment and travel expenses with respect to personal

appearance engagements by Artist, provided such payments are negotiated and quoted separately over and above the performance fee for such engagements, and only to the extent of Artist' actual cost for such sound and light equipment and travel expenses;

- ii. Any compensation or other consideration in connection with activities in the Entertainment Industry earned by Artist from any entity in which Manager has a direct, controlling proprietary interest, (However, a minority, non-controlling ownership in such an entity shall not disqualify Manager from commissions hereunder.) Accordingly, any such compensation or other consideration shall not be subject to commission hereunder. It is agreed that Manager shall not be required to render services contemplated hereunder with respect to such non-commissionable activities and that Artist may seek and secure independent advice in connection therewith.

4. MANAGER'S SERVICES.

a. Artist engage Manager as Artist' sole and exclusive personal manager, representative and advisor in the Entertainment Industry during the Term, and any extensions thereof, and to render such services as are usually performed by an artist's personal manager including but not limited to:

- i. Represent Artist and act in the Artist's best interest in the Entertainment Industry. Manager shall not engage in any business activity in competition with Artist or to have and pursue business interests which may be similar to or may compete with those of Artist. In accordance with Section 9 of this agreement, Manager shall use his best efforts to exercise fair and reasonable business judgment in such circumstances.

5. BOOKING AGENT. It is further understood and agreed by and between the Parties hereto that the obtaining of employment for Artist by Manager is not an obligation of Manager under this Agreement, that Manager is not an employment agent or theatrical agent, that Manager has not offered or attempted or promised to obtain, seek or procure employment or engagements for Artist and that Manager is not obligated, authorized, licensed or expected to do so. Manager 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 Manager hereunder.

6. THIRD-PARTY OFFERS. Artist shall submit all offers of employment, promotion, marketing, and any other entertainment-related inquiry to Manager. Artist shall also refer any inquiries concerning Artist's services to Manager so that Manager may reasonably determine whether such services are compatible with Artist' career and negotiate said agreements. Artist shall instruct any

theatrical agency, employment agency or other third-party who secures engagements and employment for Artist to remit to Manager all monies which may become due Artist and which are received by such party.

7. COMMISSION.

- a. As compensation for Manager's services, Manager shall receive as a commission a sum equal to Fifteen (15%) percent of Gross Income with respect to any and all engagements, contracts, and agreements contemplated hereunder, reasonably related to Artist's career in the Entertainment Industry, entered into or negotiated during the Term, or any subsequent terms, directly or indirectly, and upon any and all modifications, extensions, renewals, and substitutions thereof and additions thereto, and upon any resumption of such engagements, contracts, and agreements which may have been discontinued during the Term and resumed thereafter. This shall also include any negotiated additions, extensions, modifications, renewals, or substitutions of existing agreements and Artist hereby irrevocably assigns to Manager such sum as and when received by Artist or applied or received by anyone on Artist' behalf.
- b. Notwithstanding the foregoing, Artist likewise agrees to pay Manager 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 substantially negotiated during the Term and consummated or executed within one (1) month following the expiration of the Term hereof, EXCEPT that such post-termination compensation shall be reduced by 25% each year on the anniversary date of the termination of this Agreement, with the last payment being made to Agent on the four year anniversary of the termination of this Agreement.
- c. In the event that Artist forms a corporation during the Term, or any extended terms, for the purpose of furnishing and exploiting his artistic talents, Artist agrees that said corporation shall offer to enter into a management contract with Manager identical in all respects to this Agreement (except as to the parties thereto), and that this management contract shall be terminated.
- d. Artist shall be solely responsible for payment of all booking agencies, fees, union dues, publicity costs, promotional or exploitation costs, traveling expenses and/or wardrobe expenses and reasonable expenses arising from the performance by Manager of services hereunder. In the event that Manager advances any of the foregoing fees, costs, or expenses on behalf of Artist, or incurs any other reasonable expenses in connection with Artist' professional career or with the performance of Manager's services hereunder, Artist shall promptly reimburse Manager for such fees, costs, and expenses. Notwithstanding the foregoing, Manager shall only be entitled to reimbursement for said costs or expenses if he receives prior approval of Artist for any sole expense exceeding \$250.00 or any group expense related to the same activity exceeding \$500.00.

8. ACCOUNTING.

- a. Manager shall account to Artist within thirty (30) days after the close of each two (2) calendar month period specifying all Gross Income received by Manager on behalf of Artist, describing the source thereof, and specifying all deductions and payments to third parties made therefrom, including, but not limited to, all

expenses incurred and expended on behalf of Artist, Manager's commissions and any loans or advances paid by Manager to Artist or on Artist' behalf either from Manager's funds or from Gross Income received by the Manager during such accounting period. Such accounting shall be accompanied by a payment to Artist of the net sum shown to be due to Artist for the applicable accounting period.

- b. If Artist receive Gross Income directly, Artist shall be deemed to hold in trust for Manager that portion of such Gross Income that equals Manager's compensation hereunder and such disbursements incurred by Manager on behalf of Artist. Artist shall account to Manager within thirty (30) days after the close of each two (2) calendar month period specifying the amount of Gross Income, if any, received by Artist or by any other party on Artist' behalf, directly or indirectly. Such accounting shall be accompanied by a payment to Manager of the net sum shown to be due to Manager for the applicable accounting period.

9. ASSIGNMENT. Manager may assign this Agreement or any of the rights hereunder only to a firm or corporation in which the Manager is a principal, and only with the permission of Artist. If Manager ceases to be employed by the business, firm or corporation by which he is currently employed, or attempts to assign the duties described herein to another Manager of the same business, firm, or corporation, Artist may, at his discretion, terminate this Agreement. Artist may not assign this agreement without Manager's consent, except to a loanout company under Artist's control.

10. REPRESENTATIONS AND WARRANTIES.

- a. Artist warrant that they are under no disability, restriction, or prohibition with respect to his right to execute this Agreement and perform its terms and conditions. Artist further warrant and represent that no act or omission by Artist hereunder will violate any right or liability to any person. Artist agree to exert their best reasonable efforts to further their promotional career during the Term, and any extension, of this Agreement, and to cooperate with Manager to the fullest extent in the interest of promoting Artist' career.
- b. Manager warrants that she has the authority to enter into this Agreement and to be the exclusive provider of the services listed in Section 4 for Artist. Manager does not and shall use her best efforts not to have any binding agreements with third parties that conflict with the provisions of this Agreement. Manager is not involved in any pending material litigation, nor to the best of his knowledge any foreseeable material litigation, related to any provisions or rights granted in this Agreement.

11. INDEMNIFICATION.

- a. Manager shall defend, indemnify, and hold harmless Artist against any claims, causes of action, costs, expenses (including reasonable attorney's fees), liabilities, or damages suffered by either party and arising out of or in connection with any negligent act or omission, intentional misconduct, or breach of this Agreement by Manager.
- b. Artist shall defend, indemnify, and hold harmless Manager against any claims, causes of

action, costs, expenses (including reasonable attorney's fees), liabilities, or damages suffered by either party and arising out of or in connection with any negligent act or omission, intentional misconduct, or breach of this Agreement by Artist.

12. REMEDIES. This Agreement shall be governed by the laws of the State of Washington, and any controversy or claim arising out of or in relation to this Agreement, including the validity, construction or performance of this Agreement, shall be resolved by arbitration in accordance with the rules and procedures of the American Arbitration Association (AAA) before a single arbitrator in New York City. The arbitrator will be instructed to award attorney's fees and arbitration costs to the prevailing party. The resultant decision shall be enforceable in any court having jurisdiction over the party to be bound thereby. With respect to any breach which is capable of cure (not to include the failure to provide services at a given place during a given time period) neither party shall be in breach of this Agreement unless that party fails to cure any breach within thirty (30) days of receipt of written notice of the breach. A waiver of any breach shall not waive a prior or subsequent breach.

13. MISCELLANEOUS. Artist acknowledges that he has had the opportunity to consult with counsel regarding this Agreement. Paragraph headings are for guidance only and shall not be of any effect in construing the contents of the respective paragraphs. As the context may require, terms used in the masculine gender include the feminine gender and neuter, and terms in the singular include the plural. This Agreement contains the entire understanding of the parties as to the subject matter hereof, and all prior Agreements as to such subject matter have been merged herein. If any provision of this Agreement is invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement may not be altered in any way except by an instrument signed by the parties. This Agreement is not a partnership between or joint venture by the parties hereto and neither party is the agent of the other. This Agreement is not for the benefit of any third party, whether or not referred to herein. This Agreement may be signed in counterpart (and/or facsimile and/or PDF), each of which shall be deemed an original, but all of which together shall constitute the Agreement. All notices, accountings, and payments from either party must be in writing and delivered either personally, by certified mail, or by email as follows:

a. To Manager: _____

email: _____

b. To Artist: _____

email: _____

IN WITNESS WHEREOF, Manager and Artist have executed this Agreement as of the date above first stated.

MANAGER

ARTIST

BUSINESS MANAGER'S CONTRACT 101

Key Considerations

- If you want to hire a business manager to handle your money, some key considerations include:
 - Is the business manager an accountant or CPA?
 - A business manager should have a background in accounting or be a certified CPA and have experience in the music industry. Knowing the intricacies of how artists get paid (publishing, royalties, etc.) is necessary to ensure payments are being tracked properly.
 - Does the business manager have a dedicated tax staff and specialists?
- **Scope of services**
 - What services does the fee cover? Simply paying bills and investing income or does it also file tax returns and prepare budget forecasts?
 - What types of financial reports will your client be receiving? Are there easy to understand?
- **Compensation structure**
 - Flat fee, hourly rate, percentage with a cap, or a combination?
 - If a percentage, be specific as to what income is used to calculate: received vs. earned; investment income vs. business income.
 - Does the business manager receive a referral fee from places your money gets invested?
- **Signing Authority**
 - Should you give the business manager signing authority? If so, should it be limited to only certain transactions?
- **At-Will termination**
 - What mechanisms of dispute resolution does you want to use?
 - Can you just walk away at any time? If so, how will that transition work?

Potential Conflicts of Interest

"A personal manager may have a lot of control over a business manager because he or she handles some of the business manager's most important clients. This is a two-edged sword; it means you may get a lot of attention from the business manager, but it also means that, if you have a fight with your personal manager, the business manager is not necessarily on your side (if the business manager loses you, it's only one account; if they upset the personal manager, it could mean their whole career). This particularly so when the business manager also does the personal manager's work."

-Donald S. Passman, "All You Need to Know About the Music Business." Ninth Edition, Nov. 2015.

AGENT'S CONTRACT 101

What does an Agent Do?

- Agents in the music industry are primarily involved in booking live personal appearances. An agent may work directly with artists or may work for a specific performance venue. Generally, an agent contract is only necessary for agents that work directly with artists to book performances at different venues.

Do I Need One?

- If you are hoping to book shows in different venues, then you will generally need to enlist the services of a licensed booking agent. A lot of the reason for this is because of local laws. For example, under CA and NY law, only licensed agents may procure employment artists, including booking a show at a local pub. Similar restriction may be applicable in other jurisdictions as well.

Specific Deal Points & Tips

- **Term**
Limit the term of the agency to six months (or less) and ensure that the artist has a way to terminate if agent's efforts are unsatisfactory. Many agents will add language to their standard contract that states the agent is not obligated to find work for the artist, but this should be tailored to provide some level of accountability.
- **Scope**
Agents in the music industry focus primarily on booking live performances, but some agencies provide more services, such as placement of songs with film and television productions.
Most contracts are non-exclusive leaving the artist free to book their own shows (if permitted) and use other booking agent as needed.
- **Territory**
It is common for an artist to have agents in various territories (and sometimes more than one agent in any given territory). If you insist on a limited territory for the performance of the agent's services, be sure to make this clear.
- **Compensation & Limitations**
Compensation is generally limited to 15% of monies received as a direct result of the agent's work (e.g., gigs booked). Ensure that the compensation clause excludes all other sources of revenue the artist receives, including from shows booked independent of agent's efforts.

AGENT AGREEMENT

THIS NON-EXCLUSIVE AGENT AGREEMENT (the "**Agreement**") is effective as of _____ ("**Effective Date**") by and between [INSERT AGENT NAME] located at [INSERT ADDRESS] ("**Agent**") and [INSERT ARTIST NAME] ("**Artist**") and describe terms and conditions under which Agent shall provide counsel and advice to Artist with respect to Artist's activities in the entertainment industry. Accordingly, the parties agree as follows:

1. AGENT

- 1.1 Agent Services. Artist appoints Agent (on a non-exclusive basis) to advise on and communicate performing arts and visual arts opportunities for Artist (ex., performance opportunities, recording opportunities, etc.) (collectively "**Opportunities**") throughout the Term (the "**Services**").
- 1.2 Approval Services. Agent will notify Artist of all potential Opportunities (email is sufficient). Artist will approve each such Opportunity within seventy-two (72) hours of notification by Agent, which approval will not be unreasonably withheld. Any agreement made without Artist's prior written approval is void.
- 1.3 Non-Exclusivity. This Agreement is non-exclusive. Artist understands and agrees that Agent may, at its sole discretion, perform the same similar Agent services for other artists. Artists may engage third parties to provide Agent services (including without limitation the same services described above in Section 1.1) before, during and after the Term, and will notify Agent of the same. Agent will cooperate in good faith with any additional third-party Agents engaged by Artist.
- 1.4 Territory. Artist appoints Agents for Services located within [insert state or region] ("**Territory**"). Any Services rendered outside of the Territory will not be subject to this Agreement and must be separately negotiated between Artist and Agent.

2. **TERM AND TERMINATION.** This Agreement begins on the Effective Date and continues for a period of six (6) months ("**Term**"). Either party may terminate this Agreement immediately upon written notice if the other party breaches this Agreement and fails to cure within ten (10) days' notice of the breach. Either party may terminate this Agreement for any reason by providing at least 30-days' notice to the other party.

3. COMPENSATION.

- 3.1 Commission. In consideration for providing the Services, Agent is entitled to a fifteen percent (15%) commission of all Gross Monies due and payable to Artist for any and all of Artist's activities generated directly by Agent's performance of the Services during the Term ("**Commission**"). "**Gross Monies**" means all income, payments and other compensation received by or on behalf of Artist from the Opportunities, which are a direct result of Agent's performance of the Services.

3.2 Agent Post-Termination Compensation. Agent shall be entitled to its full Commission if, within three (3) months after termination of this Agreement, Artist signs a contract or offer from a person or business entity which is similar or reasonably comparable to a contract or an offer made during the Term by that same person or business entity which contract, or offer was presented by Manage or Artist during the Term.

4. **PAYMENT.**

4.1 Distribution of Income. Throughout the Term, all Gross Monies shall be paid directly to Artist and Artist will, within 30 days from when such monies are received, pay Commission (in USD) to Agent.

4.2 Taxes. Agent will be responsible for paying all applicable federal, state and local taxes attributable to the Commission including, without limitation, business and occupation, social security and employment taxes. Artist may provide Agent with 1099 form at the end of each year in which Agent receives Commission.

4.3 Agent Expenses. All cost incurred by Agent in the process of providing the Services must be approved by Artist in writing in advance (email is sufficient). Artist will reimburse Agent for prior approved expenses report and all related receipts and documentation. Artist's obligation to reimburse Agent for prior approved expenses incurred during the Tem shall survive termination for any reason.

5. **INDEPENDENT CONTRACTOR.** Agent is an independent contractor and not an employee or agent of Artist. Agent will (a) not enter into any agreement or incur an obligation of behalf of Artist without Artist's prior written approval; (b) not be entitled to any workers' compensation, pension, retirement, tax withholding, insurance or other benefits generally afforded to employees; and (c) comply with all federal, state, and local laws with respect to Agent's Services including filing all applicable business paperwork (e.g., business licenses) and obtaining all necessary licenses to perform Services (e.g., employment agency licenses).

6. **WARRANTIES AND INDEMNIFICATION.** Each party warrants that: (a) it is under no disability, restriction, or prohibition with respect to its right to execute this Agreement and perform the obligations hereunder; and (b) the execution and performance of this Agreement will not violate any right or interest of any person or firm, or subject the other party to any liability, or claim of liability to any person. Each party (the "**Indemnifying Party**") agrees to indemnify the other party (the "**Indemnified Party**") and to hold the Indemnified Party Harmless against any damages, costs, expenses, and fees (including reasonable attorneys' fees) incurred or suffered by the Indemnified Party from any third-party claim, suit or proceedings which arises from any breach of any warranty, representation, covenant or undertaking made by the Indemnifying Party herein.

7. **GENERAL.** This Agreement sets forth the entire understanding between the parties with the respect to the subject matter of this Agreement and replaces all other oral or written agreements of understandings between the parties in their entirety. No modification, amendment, waiver, termination or discharge of this Agreement or any provision of this Agreement shall be valid unless confirmed by a written instrument executed by both parties. If any provision of this Agreement shall be valid unless confirmed by a written instrument executed by both parties. If any provision of this Agreement shall for any reason be illegal or unenforceable, such illegality or unenforceability shall not be affect the validity of the remaining portions and provisions of this Agreement. If there is a dispute about anything in this Agreement, the parties will work in good faith to resolve the disputes including utilizing limited scope mediation or arbitration. This Agreement will be governed by the laws of Washington and the parties agree to use the courts in Thurston County, Washington if they are unable to resolve any disputes.

The Parties have executed this Agreement as of the date first above written.

[Signature Block]

MUSIC COMPOSITION RIGHTS AGREEMENT (Selected Provisions)

[EXAMPLE-SYNCHRONIZATION-FILM/VIDEO]

[Adapt as required for other types of exploitation]

This Music Composition Rights Agreement (the "**Agreement**"), dated as of [DATE] (the "**Effective date**"), is made by and between _____ ("**Licensor**"), a _____, located at _____, and _____ ("**Licensee**"), a _____, located at _____.

WHEREAS, Licensor owns or otherwise controls _____ percent (____%) [Consider additional issues if Licensor doesn't control 100%] of copyright in the musical composition entitled _____ (the "**Composition**") written by _____ (the "**Composer**").

WHEREAS, Licensee has produced or is producing for distribution the [Film/Video] entitled _____ (the "**Film/Video**").

WHEREAS, Licensee desires to [use/record], reproduce, distribute and publicly perform the Composition, in whole or in part, in synchronization or timed relation with the Film/Video.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. License Grant. Subject to the terms and conditions of the Agreement, Licensor grants Licensee during the Term (as defined below) a nonexclusive, nontransferable, [irrevocable] right and license, in the Territory (as defined below) solely to:
 - i. [use/record] and reproduce and distribute the Composition in synchronization or timed relation with the [entire] Film/Video, in any and all languages and versions (including dubbed, subtitled, and narrated), and in-context [or out-of-context] in the promotional materials and advertisements in connection therewith, solely for the purpose of advertising and promoting the Film/Video (the "**Ads**");
 - ii. broadcast, exhibits, display and otherwise publicly perform the Composition as embodied in the [entire] Film/Video and in the Ads by any means, and in any and all media, whether now known or hereafter devised, including on-demand audiovisual streaming and simulcast of the [entire] Film/Video, the Ads, and tethered/non-permanent digital video downloads, delivered via any medium or technical platform now known or hereafter devised, regardless of delivery network or end-user device; and
 - iii. reproduce, distribute, and otherwise exploit digital video downloads and streaming of the [entire] Film/Video, including all formats of any nature now known or hereafter devised, regardless of delivery network or end-user device.

2. License Term. The term of this Agreement will commence as of the Effective Date and will continue in effect [inperpetuity] [for ____ years] (the "**Term**"), unless earlier terminated by Licensor in accordance with Section 16.
3. License Territory. The territory covered by this Agreement is the universe (the "**Territory**").
4. License Fee. In consideration of the rights granted by Licensor to Licensee hereunder, Licensee will pay too Licensor the sum of \$[_____] (the "**Fee**"), payable upon the earlier to occur of:
 - i. Full execution of the Agreement; or
 - ii. Licensee's first use of the Composition [(the "**Due Date**")].

Payment will be made in US dollars [by wire transfer of immediately available funds to the following account: _____/ according to the following procedure: _____].

[Any use of the Composition indicates Licensee's full acceptance of the Agreement, If Licensee does not agree to all of the terms and conditions of the Agreement, then Licensee will not make any use of the Composition.]

[If Licensee fails to make timely and proper payment of the Fee by the Due Date, Licensor may [in addition to, and not in lieu of, all other remedies,] terminate this Agreement effective immediately on written notice to Licensee.]

[Notwithstanding anything to the contrary contained herein, the Fee will only be payable to Licensor if the Composition is embodied in the Film/Video.]

[Licensees may wish to request the following provision:]

5. Most Favored Licensee. The Fee is, and at all times during the Term, equal to or greater than the total compensation being paid to any third party licensing a composition for inclusion in the Film/Video or a party granting rights with respect to use of the master recording of the Composition. If Licensee enters into any agreement with [a/such] third party which provides for compensation in excess of Fee, Licensee will promptly notify Licensor and the Fee will be deemed to equal the amount of compensation provided for in that third-party agreement]
6. Master Recording Permissions: Licensee will obtain all necessary rights to use any master recording embodying the Composition, if applicable.
7. Reservation of Rights. All rights in and to the Composition not expressly granted to Licensee in this Agreement are reserved to Licensor, including [any public performance rights not expressly granted hereunder and] any right to embody the Composition on records, compact discs, or other devices intended for sound alone (including a soundtrack album related to the Film/Video and audio-only recordings) and in audiovisual works

other than the entire Film/Video, and all rights to commercially distribute such records and audiovisual works. Without limiting the generality of this Section 7, Licensee may not make any changes to the Composition [other than to shorten the Composition by _____]. *[Add other applicable restrictions as needed.]*

8. Credits. Licensee will provide Licensor credit in the end titles of the Film/Video in substantially the same size, prominence, and placement as the credits pertaining to other compositions used in the Film/Video, in substantially the following form:
- _____

[Licensees may wish to include the following: Licensee's inadvertent failure to comply with the foregoing credit provisions will not constitute a breach of this Agreement, and Licensor will not be entitled to injunctive relief to enforce such a provision].

[Licensors may wish to include the following: Licensee agrees to cure any inadvertent failure to comply with the foregoing credit provision as soon as practicable by providing appropriate credits in revised editions of the Film/Video.]

9. Licensor's Representations and Warranties. Licensor represents and warrants that:
- i. It has the right to enter into this Agreement and to grant to Licensee the rights granted herein;
 - ii. It owns, controls, or administers ___ % of the Composition;
 - iii. The use of the Composition, as contemplated in this Agreement, will not violate the rights of any third party. *[Add qualifications or provisions addressing potential grant of public performance rights to PROs as necessary]*

Licensor disclaims all other warranties.

10. Licensee's Representations and Warranties. Licensee represents and warrants that it has the right to enter into this Agreement and to perform all terms in th Agreement. *[Licensor may wish to add additional reps/warranties if applicable.]*

11. Indemnification.
- i. Licensor Indemnification. Licensor will indemnify, defend, and hold harmless Licensee from and against any and all third-party claims, liabilities, losses, or damages as a result of Licensor's breach of its [representation and warranties] contained in this Agreement.
 - ii. Licensee Indemnification. Licensee will indemnify, defend, and hold harmless Licensor from and against any and all third-party claims, liabilities, losses, or damages as a result of any use of the Composition that is inconsistent with the terms of this Agreement or as a result of Licensee's breach of its [representations, warranties, and covenants] contained in this Agreement.
 - iii. A party seeking indemnification under Section 11 (the "Indemnified Party") will give the party from whom indemnification is sought (the "Indemnifying Party"):

1. Prompt notice of the relevant claim; provided, however, that failure to provide such notice will not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure; and
 2. Reasonable cooperation [, at the Indemnifying Party's expense,] in the defense of such a claim. The Indemnifying Party will have the right to control the defense and settlement of any such claim; provided, however, that the Indemnifying Party, settle or dispose of any claims in a manner that affects the Indemnified Party's rights or interests. The Indemnified Party will have the right to participate in the defense as its own expense.
12. [No Obligation. The existence of the Agreement does not in any way obligate Licensee to use the Composition, or to produce, release, distribute, exhibit, or otherwise exploit the Film/Video. [Licensee will be deemed to have fully satisfied its obligations hereunder by paying the Fee to Licensor.]]

[Licensors may want this provision; Licensees should resist it:

13. Termination. Licensor will have the right to terminate this Agreement upon written notice to Licensee in the event of a material breach by Licensee of any of its representations, warranties, or covenants hereunder which is not cured within __ days from the date of written notice from Licensor of such a breach (except for the failure to pay any monies due hereunder, in which case the period for cure will be __ days). Upon such termination by Licensor, all of Licensee's rights will automatically terminate and any further use of the Composition by Licensee will be thereafter unauthorized and will, without limitation of any rights and remedies available to Licensor, constitute willful copyright infringement by Licensee.]
14. Assignment. Licensor may assign or otherwise transfer its right to payment of the Fee under this Agreement/all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance under this Agreement to any party.
Licensors should consider whether the following provision is necessary:
 - a. [Licensee will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, without Licensor's prior written consent [, which consent Licensor [will not unreasonably withhold or delay/may give or withhold in its sole discretion]]
Licensee should consider including the following provision:
 - b. Licensee may assign and/or sublicense all or a portion of the rights and licenses granted as needed for purposes of authorizing or permitting the authorized exploitation of the Film/Video.
Alternatively-

- c. Licensee may assign this Agreement in its entirety to any entity acquiring ownership or control of the entire Film/Video without further payment to Licensor.

Any purported assignment, delegation, or transfer in violation of this Section __ is void. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

15. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and not for any other entities.
16. [LIMITATION OF LIABILITY/DAMAGES]. [TBD]
17. Amendment and Modification; Waiver; severability. [TBD]
18. Notices. [TBD]
19. Interpretation. For purposes of this Agreement the words "include," "includes," and "including," will be deemed to be followed by the words "without limitation." The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. [The Schedules referred to herein will be construed with, and as integral part of, this Agreement to the same extent as if they were set forth verbatim herein.]]
20. Governing Law; Jurisdiction; Attorneys' Fee. [TBD].

[LICENSEES MAY WANT TO INCLUDE THE FOLLOWING PROVISIONS:

21. No Equitable Relief. Notwithstanding any other provisions to the contrary contained in this Agreement, Licensor acknowledges and agrees that:
- i. monetary damages at law are a fully adequate remedy to compensate Licensor for any breach of this Agreement by Licensee; and
 - ii. an action at law for monetary damages is Licensor's sole and exclusive remedy for any such breach. No breach by Licensee of this Agreement will entitle Licensor to equitable relief, including specific performance, injunctive relief, rescission, or any other form of preceding two sentences, Licensor will not seek equitable relief to rescind this Agreement or any grant of rights to Licensee hereunder or seek injunctive relief to enjoin or otherwise restrain or limit the production, exhibition, distribution, advertising, promotion, marketing, or sale of the Film/Video, the Ads, or any rights therein.]

22. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to its subject matter, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

23. Counterparts. [TBD]

AGREED:

[LICENSOR]

[LICENSEE]

By_____

By_____

Name:

Name:

Title:

Title:

Performance Contract

(Artist Address)

Artist Phone
Artist Fax
Artist email

PERFORMANCE CONTRACT

(Artist Address)

Artist Phone

Artist Fax

Artist Email

THIS CONTRACT for the personal services of musicians on the engagement described below is made on: (Date) between the undersigned purchaser of music (herein called the "Purchaser") and the undersigned musician or musicians (herein called "Artist").

1. Place of Engagement:

Name of Event:

Address of Event:

City/State:

Telephone:

Box Office Telephone:

2. Name of Band or Group:

3. Date(s) of Engagement:

Set Time:

Set Length:

4. Type of Engagement:

5. Compensation Agreed Upon:

Number of Musicians:				
Tickets	Comps	Avail	Amount	Gross
	0	350	\$20.00	\$7,000.00
Totals:	0	350		
				\$7,000.00
			Tax:	\$0.00
			Surcharge:	\$0.00
			Adjusted Gross Potential:	\$7,000.00

Flat Guarantee Plus \$_____ hotel buyout, dinner and drinks.

6. Purchaser will Make Payment as Follows:

\$_____ is due back immediately with the return of the contract on (Date). Balance Due IMMEDIATELY AFTER ENGAGEMENT VIA CASH, CERTIFIED CHECK OR MONEY ORDER.

7. Additional Provisions:

Merchandise is 100% to the Artist, Artist sells. Buyer to provide sound. Billing to read, "Band Name." For approved promo, please see(website).

****CONTRACT AND ASSOCIATED DOCUMENTS EMAILED TO PURCHASER AT purchaser@hotmail.com ON (Date).****

8. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of specific written agreement with the artist or representative.

9. The agreement of the musician(s) to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God or any other legitimate conditions beyond their control.

10. It is expressly agreed that AGENT herein only as agent for artist(s) and is not responsible for any acts of or omission on the part of either the artist or Purchaser. In consequence hereof and for the benefit of AGENT or any employee thereof as a party in any civil action or suit arising out of, in connection with, or related to, any acts of commission or omission pursuant to this agreement by either Purchaser or artist.

ANY ATTACHED RIDERS OR LETTERS OF AGREEMENT ARE AN INTEGRAL PART OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties hereto have here upon se their names and seals on the day and year first above written.

Print Purchaser's Full and Correct Name

Print Artist's Full and Correct Name

X _____
Signature of Purchaser

X _____
Signature of Signatory Musician

Purchaser Address

Street Address

City State Zip Code

City State Zip Code

Venue Phone/Fax Promoter Phone/Fax

Phone Fax

Contact Name

Fed ID/SSN

Contact Address

Agent

City State Zip Code

RIDER

Regarding the proposed _____ engagement in _____. On _____, this Letter of Agreement set forth additional terms and conditions for said engagement and is hereby made part of the contract dated _____, between _____ (ARTIST) and _____ (PURCHASER).

1. BILLING

- A. (*Purchaser*) shall receive 100% sole exclusive headline billing in any and all advertising and publicity.
- B. ARTIST shall close the show at each performance during their engagement unless specifically provided herein.
- C. ARTIST'S REPRESENTATIVE reserves the right to approve any attraction on this program.
- D. ARTIST'S REPRESENTATIVE or PUBLICIST should bio text for calendars, flyers, posters, etc. prior to printing (except festivals).

2. PAYMENT

- A. All payments provided for hereunder shall be made in cash, company check or certified funds made payable to The ARTIST. Any and all payments shall be made in U.S. currency unless specifically provided herein.
- B. All payments shall be made as provided herein. In the event PURCHASER fails to make payments at or before the time stipulated, ARTIST shall have the right to withhold performance without prejudice to his rights hereunder.
- C. PURCHASER shall make all final payments to ARTIST or ARTIST'S REPRESENTATIVE in a secured, private area which cannot be observed by anyone, either staff or audience. **ARTIST to be paid via certified or company check only. Please make final payment payable to ARTIST.**

3. TICKETS

- A. PURCHASER agrees to have on hand at the end of engagement the ticket manifest and all unsold tickets for verification by ARTIST'S representative.
- B. PURCHASER agrees to make 10 complementary tickets (at no charge to the ARTIST) available to ARTIST or ARTIST'S representative _____, the unused portion of which may be placed on sale the day of performance with the permission of ARTIST or ARTIST'S representative.
- C. PURCHASER agrees to allot no more that 2% of total available seats as complimentary tickets (at no charge to the ARTIST).

4. PUBLICITY AND ADVERTISING

- A. PURCHASER shall use only those photographs and publicity materials provided by ARTIST'S representative for advertising and publicizing this engagement.
- B. All television, radio and press appearances must be cleared in advance with ARTIST manager or publicist.
- C. No interviews with ARTIST are to take place on the day of performance without the prior consent of ARTIST manager or publicist.
- D. If concert or stage is sponsored by a party other than the contracting PURCHASER, said beneficiary must be approved by ARTIST'S REPRESENTATIVE.
- E. As a special request, we ask that you please forward to ARTIST'S REPRESENTATIVES office clippings of reviews, publicity and advertising, and copies of posters.

5. CANCELLATION

- A. PURCHASER agrees that ARTIST shall have the right to cancel this engagement without liability upon written notice to PURCHASER no later than thirty (30) days prior to the date of performance in the event ARTIST is called upon to render his services for a motion picture, television appearance or any other career advancing opportunity.

- 6. ARTIST OR ARTIST'S licensee shall have the sole right to sell**, advertise, promote and distribute in and about the venue any and all merchandise bearing ARTIST'S name and/or likeness, including but not limited to souvenir program books, pictures, records, items of clothing and jewelry. All receipts derived from the sale of said merchandise belong solely to ARTIST. PURCHASER shall provide one (1) table and one (1) seller for sale of said merchandise in a suitable location that is viewable by all.

7. DRESSING ROOM AND HOSPITALITY

- A. PURCHASER agrees to furnish one clean, private dressing room with a well-lit mirror and private bathroom facilities for ARTIST. PURCHASER agrees to be solely responsible for the security of items in the dressing room, and shall keep all unauthorized persons from entering said area. Dressing room should have comfortable seating for 5-6 people and three standard electrical outlets.
- B. PURCHASER agrees to provide ice, bottled water, one case of Dr. Pepper, paper plates, napkins and paper cups.

- C. PURCHASER will also provide one hot meal for four (4) people at a time to be determined at advance. Backstage food consisting on one deli tray with assorted meats, cheeses, and bread should be available in the dressing room after the show.
- D. PURCHASER agrees to provide four (4) full-sized towels for the artist's performance.

8. SPECIAL CONSIDERATIONS

A. AUDIENCE CONTROL

- 1. PURCHASER shall not allow the audience to enter the place of performance until such time as the technical set-up has been completed. ARTIST shall complete said set-up at least one (1) hour prior to time of performance, provided that PURCHASER makes place of performance available for said set-up at least four (4) hours prior to the time of performance. A minimum number of authorized personnel shall be present at the sound check.
- 2. NO recording, broadcasting, filming or taping of the performance is permitted without prior written const of ARTIST management. This includes personal taping by the venue and sound engineer.
- 3. It is understood that all expenses incurred by the venue and/or PURCHASER in the production and promotion of the performance are the responsibility of the PURCHASER unless previously negotiated in writing. Additionally, PURCHASER shall be liable shall be responsible for any damage to ARTIST'S equipment on the premises caused by action of the PURCHASER, his employees, customers, patrons or guests. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

B. ACCOMMODATIONS

- 1. If PURCHASER is providing accommodations, ARTIST prefers to stay in a quality hotel or motel (Hampton Inn and Suites or equivalent) located near the venue. The reservation should be for four (4) non-smoking king rooms when a band performance is contracted. The rooms should be booked in the name of _____. Hotel must have television, telephone, and high speed internet (and/or WIFI) in the rooms. If you are in doubt as to the suitability of the accommodations, please call _____ and check with ARTIST'S responsible agent. PURCHASER should notify _____ by telephone, letter or fax of accommodation arrangements not less than three (3) weeks prior to ARTIST'S engagement. PURCHASER should supply name of hotel, street address, directions from airport and/or nearest interstate, telephone, fax, and

confirmation numbers. **ALL HOTEL RESERVATION(S) SHOULD BE GUARANTEED FOR LATE ARRIVAL.**

2. Whenever ARTIST travels by air, it is very helpful if PURCHASER can provide ground transportation to and from airport, hotel and venue. ARTIST'S REPRESENTATIVE can provide you with flight information.
3. Ground transportation should be large enough to accommodate four (4) persons for with luggage and instruments.

9. TECHNICAL AND STAGING

A. SOUND EQUIPMENT

PURCHASER shall provide a professional quality sound system adequate to cover venue and including at least:

1. A state-of-the-art professional quality sound mixing board, with minimum of sixteen (16) channels and outputs for main and monitors, four (4) bands of EQ per channel (3 bands EQ per channel with mid-sweep is acceptable), outputs for mains, monitors and at least one extra aux/effects send.

The mixing and sound board must be operated from an audience position. This position must have a full, clear view of stage center.

VENUE OR SOUND COMPANY SHALL PROVIDE ONE (1) QUALIFIED SOUND TECHNICIAN WHO SHALL BE THE SAME PERSON AT THE SOUND CHECK AND ALL PERFORMANCES OF THIS ENGAGEMENT IN ORDER TO ASSIST ARTIST AND/OR HIS REPRESENTATIVE.

B. LIGHTS

1. PURCHASER shall provide a professional quality lighting system for any indoor performance and/or any outdoor performance when performance will take place near or after sunset.
2. Lighting should be a minimum of a general stage wash covering the entire area designated on the state diagram. In all possible instances a solo spotlight and operator shall be provided.

C. STAGE

1. PURCHASER shall provide a covered stage which will protect ARTIST from the elements, including bright sun and/or rain and insure the safety of ARTIST and ARTIST'S equipment.

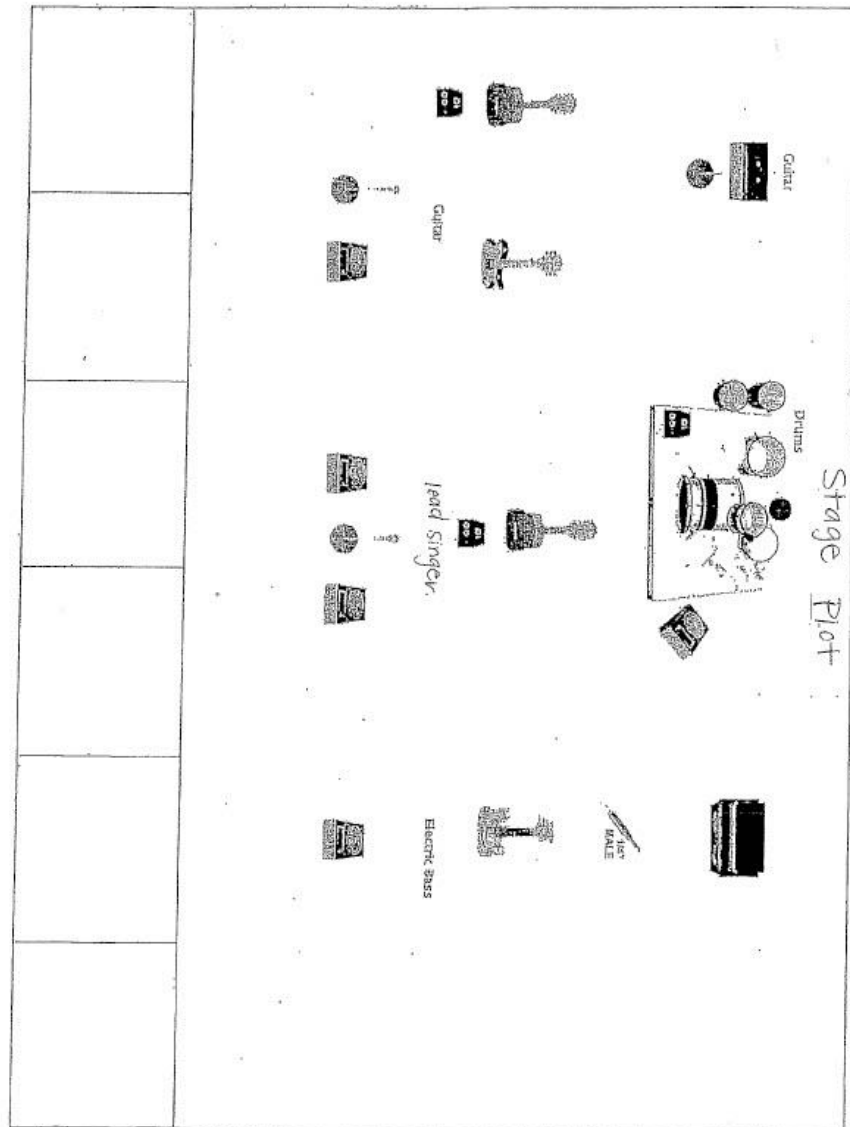
2. Purchaser shall provide one (1) large carpet/rug (approximately 10' x 15' minimum) to cover stage area.

PLEASE KEEP ONE (1) COPY OF THIS RIDER FOR REFERENCE IN PLANNING YOUR SHOW. SIGN AND RETURN ONE (1) COPY WITH THE SIGNED CONTRACT.

PURCHASER: _____ DATE: _____

ARTIST: _____ DATE: _____

STAGE PLOT EXAMPLE



CONTRACT FOR RECORDING SERVICES

THIS CONTRACT is made and entered into this _____ day of _____, 20____, between _____ (hereinafter Label) and _____, musical artist (hereinafter Artist).

RECITALS

- I. Label and Artist desire to record and release a compact disc (hereinafter CD), with the working title of " _____ " (hereinafter Project). The final title will be as agreed by the parties.
- II. Said CD will feature Artist and _____, (hereinafter Other Musicians) , together with any additional musicians as agreed by the parties.
- III. Work on the project is expected to begin in _____, and shall continue through _____. It is anticipated that the project shall be ready for release by end of calendar year _____, with the release date to be determined.

AGREEMENT

In consideration of the mutual promises set forth below, the parties agree as follows:

1. Project shall be recorded at _____ studios, located at _____, and shall be released on the _____ Label, with all CD packaging, including photos, liner notes, artwork, and the like as agreed by the parties.
2. Artist shall serve as Producer on Project, and, working with Label, shall research and develop enough material for twelve songs. All songs shall be chosen as agreed by the parties. Artist shall also serve as credited Studio Producer in the recording process. Artist shall also mix and master all tracks for Project to the satisfaction of the parties.
3. Artist shall serve as singer on Project, and agrees to sing to the best of his ability on at least nine songs.
- IV. The parties agree to work together to obtain the highest quality recordings, within constraints of Label technology, suitable for Project. The Project budget is expected to be generally as proposed by Artist in the accompanying document.
- V. All additional musicians hired for Project shall be as agreed between parties.
- VI. For her services, Artist shall be compensated a total of \$ _____, paid as follows: \$ _____ by _____, \$ _____ by _____, \$ _____ and by _____. The additional \$ _____ shall be paid upon delivery of mixed and mastered tracks.
- VII. It is agreed that, upon release of the CD, Artist shall tour in support of Project. The duration and geographic coverage of the tour shall be as is customary for a CD release for an artist of Artist's experience and popularity. It is hoped that Artist shall tour, with whomever other musicians they may mutually agree as beneficial. Label shall have no involvement in tour expenses and revenues, except as may be agreed by the parties in the future. Artist shall also make herself available as is reasonable for publicity and promotional interviews for Project.

- VIII. All revenues from CDs sold by Artist, either in person or through Artist's website, shall be divided with Label receiving \$10.00 per CD and the remaining sales price to be retained by Artist. Label shall provide Artist with CDs to market in advance of promotional tour, and shall be reimbursed its portion from sale of same at \$10.00 per CD. Artist shall have no involvement in any additional Project-based merchandise, if any, and Label shall be responsible for all expenses related to such merchandise and shall receive all revenue from sale of same. Label shall receive all proceeds from all digital sales and any online sales other than from Artist's website sales as described above. Additionally, Artist agrees to forego any royalties on project, EXCEPT that if any songs from Project are used in any movie or television production Artist shall receive 1/3 of customary performance royalty monies received in such instances, with Label also receiving 1/3 each; and, after Label has recouped all expenses related to the project, including a reasonable and customary payment for studio time and a reasonable and customary amount for _____ as executive and collaborative producer, Artist shall receive \$1.00 per CD sold. With the exception of the above royalties, it is agreed that Artist shall assert no ownership interest of any kind in Project and the resulting CD or its contents.
9. It is agreed that _____ shall receive accreditation on the CD, with the verbiage "Produced by _____, in collaboration with _____," or the like.
10. Should, during the production process, Project prove to be disadvantageous to Label in the opinion of Label, Label has the option to unilaterally cancel this contract. In that unlikely event, all monies paid to Artist to that date belong to Artist, but Label shall be under no further obligation to pay any additional sums remaining under this contract and Artist shall be under no further obligation to perform work.
11. Should Label decide to initiate an internet crowd funding source to defray costs of project, Artist agrees to assist as is reasonable in said effort in some minimal role.
12. The parties warrant that (i) neither have obligations, legal or otherwise, inconsistent with the terms of this Agreement or with each undertaking this relationship with the other, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that either party will not use in the performance of its responsibilities under this Agreement any confidential information or trade secrets of any other person or entity, and (iv) that either party has entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.
13. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party or parties against whom enforcement was sought.
14. Both Label _____ (initial) and Artist _____ (initial) participated in the drafting of this agreement.
15. All notices under this Agreement shall be in writing and are sufficiently delivered if sent by regular mail and email to the other parties known email and physical address below.
16. No party to this contract shall assign it, nor any interest, right, or responsibility arising herein, without the signed written consent of the other party.

17. If any provision in this agreement is unenforceable the remainder of the contract remains in effect.
18. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successors), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
19. This agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Washington.
20. Any legal action brought under this contract shall be brought in _____ County, state of _____.
21. This agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter and it may be amended only by means of a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the above date.

Label:

Artist:

BY: _____

BY: _____

NAME
LABEL
ADDRESS

NAME
ADDRESS

ESSENTIAL TUNES - THE BIG SEVENTY

So, here's my list of the tunes with which every bluesman/blueswoman should have at least a passing acquaintance. If you know these tunes, along with any signature riffs, you can probably hold your own on any blues stage, any time. And I don't want any cards, letters, emails, texts, calls, or carrier pigeons whining about my choices, or threatening me because "THAT song's not blues!" It's my list, not yours, so there. Your favorite tune may not be here - heck, some of MY favorite tunes aren't here - but I'm thinking this is pretty close to a working blues canon.

Stormy Monday
Got My Mojo Working
Worried Life Blues
Trouble in Mind
How Long Blues
Key to the Highway
Mustang Sally
Baby, Please Don't Go
Little Red Rooster
Smokestack Lightning

Hoochie Coochie Man
Choo Choo Ch'Boogie
Maybelline
Mannish Boy
Can't Be Satisfied
Love In Vain
Dust My Broom
The Sky Is Crying
Johnny B. Goode
Drivin' Wheel

Shake Your Moneymaker
Pride and Joy
Big Boss Man
She Caught The Katy
Five Long Years
Messin' With The Kid
Baby, What You Want Me To Do
How Blue Can You Get
The Thrill Is Gone
Chicken Shack

Crossroad Blues
Sweet Home Chicago
Down Home Blues
Texas Flood
Red House
Born Under A Bad Sign
Tore Down
Spoonful
Caledonia
Killin' Floor

Bring It On Home
Roll Over Beethoven
Black Night Is Falling
Blues After Hours
Let The Good Times Roll
Going Down Slow
Staggerlee
Bright Lights, Big City
Kansas City
Boom, Boom

Me And My Chauffeur
You Gotta Move
Stop Breaking Down
Howlin' For My Darlin'
Ball and Chain
Hound Dog
If The House Is A Rockin'
King Bee
Pride And Joy
Kokomo Blues

Sittin' On Top Of The World
Wang Dang Doodle
There's Good Rockin' Tonight
The Things That I Used To Do
One Bourbon, One Scotch, One Beer
La Grange
Woke Up This Morning
Rocket 88
Ramblin' On My Mind
Walkin' Blues

BLUES 101

1. Most Blues begins with: "Woke up this morning..." The Blues is very current.
2. "I got a good woman" is a bad way to begin the Blues, unless you stick something nasty in the next line like, "I got a good woman, with the meanest face in town." The Blues is truthful.
3. The Blues is simple. After you get the first line right, repeat it. Then find something that rhymes... sort of: "Got a good woman with the meanest face in town. Mercy, I got me a good woman with the meanest face in town. Got teeth like mama's picket fence, and she weigh 500 pounds."
4. The Blues is not fancy. There are up to three chords in country blues, and up to six chords in city blues. More than six chords ain't blues, it's jazz.
5. The Blues is not about choice. You stuck in a ditch, you stuck in a ditch - ain't no way out.
6. Blues cars: Chevys, Fords, Cadillacs, Pontiacs, Hudsons, and broken-down trucks. Blues don't travel in no Volvos, BMWs, minivans, or Sport Utility Vehicles. Most Blues transportation is a Greyhound bus (called ol' grey dog) or a southbound train (preferably freight). Jet aircraft and state-sponsored motor pools ain't even in the running. Walkin' plays a major part in the Blues lifestyle. So does payin' dues and fixin' to die.
7. Teenagers can't sing the Blues. They ain't paid no dues and ain't fixin' to die yet. Adults sing the Blues. In Blues, adult means being old enough to get the electric chair if you shoot a man in Memphis.
8. Blues can't take place in Hawaii, Miami, Los Angeles, or any place in Canada. Hard times in Minneapolis or Seattle ain't the Blues, it's just clinical depression. Chicago, St. Louis, Memphis, Kansas City, Houston, and the entire state of Mississippi are still the best places to have the Blues.
9. Blues geography: You cannot have the Blues anywhere that don't get no rain, or on the beach, or in the mountains. The Blues happen in the swamp, or in the cotton or corn patch, or in run-down neighborhoods, or in a dirty city, or walkin' down the flat dusty road or highway lookin' for The Crossroads.
10. A man with acid reflux or male pattern baldness ain't the Blues. A woman with male pattern baldness is. (She now Bald Headed Bessie). Breaking your leg 'cause you were skiing in Aspen is not the Blues. Breaking your leg 'cause you're running from The Man or a alligator be chomping on it is.
11. You can't have no Blues in an office or a shopping mall. Go outside to the parking lot or sit by the dumpster or stand on the street corner.

12. Good places for the Blues:

- a. highways
- b. jailhouses
- c. empty beds
- d. bus stations
- e. bottoms of whiskey glasses
- f. juke joints
- g. down by the tracks

Bad places for the Blues:

- a. Nordstrom's
- b. gallery openings
- c. Ivy League institutions
- d. golf courses
- e. The Four Seasons
- f. tennis courts
- g. fraternity or sorority houses

13. No one will believe it's the country Blues if you wear a suit, 'less you happen to be an old ethnic person, and you sleep in it for 'bout a week. No one will believe it's the city Blues if you don't wear a suit that look like you just been to the bank, talkin' to The Man about a loan.

14. Do you have the right to sing the Blues?

Yes, if:

- a. you older than dirt
- b. you blind
- c. you shot a man in Memphis
- d. there's a hellhound on your trail
- e. you got stones in your pass way
- f. you believe you'll dust your broom
- g. you can't be satisfied

No, if:

- a. you have all your teeth
- b. you were once blind but now can see
- c. the man in Memphis lived
- d. you take your miniature poodle for a walk every morning
- e. you have a 401K or trust fund

15. Blues is not about color, it's about bad luck. Tiger Woods cannot sing the Blues. Sonny Liston could. Ugly white people with inadequate dental care also got them a leg up on the Blues.

16. If you ask for water and your darlin' give you gasoline, it's the Blues. Other acceptable Blues beverages are:

- a. cheap wine
- b. bourbon whiskey
- c. muddy water
- d. strong black coffee
- e. gin

The following are NOT Blues beverages:

- a. Perrier
- b. Chardonnay
- c. Diet Snapple
- d. Slim Fast
- e. Frappuccino

17. If death occurs in a cheap motel, shotgun shack, going out the back door, or climbing out the window, it's a Blues death. Stabbed in the back or cut with a razor by a jealous lover are other Blues ways to die. So are the electric chair, substance abuse and dying lonely on a broken-down cot or down by the tracks or at The Crossroads. Or drinking poisoned whiskey. You can't have no Blues death if you die while jogging or doing yoga or getting liposuction.

18. Blues names

Some Blues names for women:

- a. Sadie
- b. Big Mama
- c. Bessie
- d. Fat River Dumpling
- e. Caledonia
- f. Lucille
- g. Francine

Some Blues names for men:

- a. Joe
- b. Willie
- c. Joe Willie
- d. Little Willie
- e. Big Willie
- f. Leroy

19. Persons with names like Michelle, Amber, Jennifer, Tiffany, Brooke, Brittany and Heather can't sing the Blues no matter how many men they shoot in Memphis.

20. Make Your Own Blues Name Starter Kit:

- a. First name: name of physical infirmity (Blind, Deaf, Cripple, Lame, etc.) or attribute (Big, Little, Fat, Slim, Chickenleg, Bucketmouth, Bigfoot, Shaky, Limpin', Slobberin', Lazy, etc.) or any southeastern state except Florida (for which you substitute the word "Panhandle"). You can also use Texas and Oklahoma.

- b. Second name: name of fruit (Lemon, Lime, Kiwi, etc.). Preferably citrus or melon. Some vegetables are acceptable.
- c. Last name: name of President (Jefferson, Johnson, Fillmore, etc.).

Examples: Shufflin' Lime Jefferson, Little Watermelon Garfield, Arkansas Clementine Jackson, Tiny Tater Cleveland, Jakeleg Lemon Johnson, Georgia Peach Taylor, Bucketmouth Punkin' Carter, Blind Kiwi Fillmore, etc. (Well, maybe not "Kiwi").

21. Good Blues occupations:

- a. cotton picker
- b. cotton chopper
- c. corn hoer
- d. hay bailer
- e. gambler
- f. convict
- g. workin' for The Man

21. Bad Blues occupations:

- a. The Man
- b. dentist
- c. computer programmer
- d. legal assistant
- e. consultant
- f. Uber driver

23. Regardless of how tragic your life, if you own a jacuzzi, home theater system, computer, tablet, or smart phone you cannot sing the Blues.

24. Blues food: chicken neck, chicken wing, chicken leg, black beans, red beans, T-bone steak, pig meat, grits, fried cheese, greens, barbecue, Spam, anything from Mickey D's.

Not Blues food: pate, Brie, pizza, escargot, caviar, beef stroganoff, lobster, spaghetti, Caesar salad, gelato, filet mignon, stuffed crab.

MORGAN'S MISCELLANY

WHEREIN THE AUTHOR OPINES, QUOTES, RUMINATES, AND OTHERWISE BLABS REGARDING marginally relevant minutiae which the reader may or may not find somewhat helpful, mildly interesting, vaguely amusing, divinely inspired, or just plain annoying.

“Music must not be merely played. It must be presented.” Billy F. Gibbons

I really like Brown Paper Tickets for providing tickets for a self-produced show. Once you get set up with them, they handle all the details with minimal hassle, and you can easily check on the progress of ticket sales before the event.

Neither Hank Williams, Hank Williams, Jr., or Hank Williams III are actually named Hank. Hanks Sr.'s first name was Hiram, Hank Jr. is Randall, and Hank III is Shelton.

If you're going to produce your own show, check out a local grange hall for a venue. They usually have a stage, and can be had pretty inexpensively. Plus, they like the attention.

B.B. King didn't play chords. At all. At least, that's what I've been told.

“She was the best thing goin' in the woman line.” Bukka White on Memphis Minnie

A FEW FAMOUS DERIVATIVE (OR AT LEAST DARN PRETTY SIMILAR) SONGS

I Got Stripes by Johnny Cash/On A Monday by Leadbelly

Tennessee Whiskey by Chris Stapleton/I'd Rather Go Blind by Etta James

Divers Do It Deeper by David Alan Coe/Changes in Attitudes, Changes in Latitudes by Jimmy Buffett

Still Got The Blues by Gary Moore (instrumental break)/El Shaddai by Amy Grant

Folsom Prison Blues by Johnny Cash/Crescent City Blues by Gordon Jenkins

Shape of You by Ed Sheeran/No Scrubs by TLC

House concerts can be a great way to fill in the cracks on a tour. You can contact local blues associations to find out who would be willing to host a house concert on the dates you have free, or post it on your social media site. It's a listening crowd, and they will often put you up, feed you, and otherwise treat you like a blues god. Or goddess. You can even make a whole tour out of house concerts.

“Blues musicians don't retire. They drop.” Buddy Guy

I know an artist who bought a guitar pick punch on Ebay for about \$12, and uses his hotel room key cards to punch out picks. He sells them at his shows for a buck apiece. Initialed with a Sharpie, \$2. “Get a small piece of a traveling musician's life.” Not bad.

In the gold rush days, very few miners struck it rich; the ones that made all the money were those selling picks, pans, and shovels to the miners. Sometimes the music/entertainment business feels like that. The ones selling gear, studio time, lessons, etc. seem to be the ones making all the money, while the musicians spend all their time down in the mine in the dark.

“Well, I don’t want no bald headed woman.” Lightnin’ Hopkins

The first time I met Pinetop Perkins was in the late 1990s. He was holding court in the old Black Diamond on Beale Street, and had a blonde on each arm taking turns sitting on his lap.

Mississippi is, of course, the home of the blues, but some pretty famous country singers also come from the Magnolia State. Off the top of my head, I’m thinking Conway Twitty, Charlie Pride, Faith Hill, Mickey Gilley, Jimmy Buffett, Marty Stuart, Tammy Wynette, and Bobbie Gentry.

“Pops” Staples was the youngest of fourteen children. By the time his folks got down to kid number thirteen, they had plumb run out of names, so they named him “Sears” and followed up with Pops’ given name, “Roebuck.”

The problem with selling T-shirts as merch is that you never know what sizes to stock, and you’ve gotta spend a ton to buy all the sizes you need. Plus they can be a bear to lug around. Hats are easier, one size fits all. But people do love T-shirts. Still, I think the best merch doesn’t depend on sizes, and can be hauled easily.

“Lightnin’ changes when Lightnin’ wants to change.” Lightnin’ Hopkin on chord changes

When releasing a compact disc, I spend a lot of time on the packaging. I think the packaging is part of the art. Nothing screams “amateur” louder than pixelated art, misspelled words, cheesy fonts, inconsistent formatting, and a fuzzy photo of you taken with your mom’s Iphone, all printed on your bubble jet.

To the day Sam Phillips died, Jerry Lee Lewis still referred to him as “Mr. Phillips,” even though Jerry Lee was in his late 60s himself. By the way, Jerry Lee, Jimmy Swaggart, and Mickey Gilley are all cousins, all the same age, and all learned to play the piano together.

“When he first came to Memphis, he was wearing one shoe and one boot. We all called him Shoe-booty.” Rufus Thomas on B.B. King

It’s ALWAYS a good idea to buy an umbrella insurance policy. They are really cheap, and they can cover all kinds of stuff that might happen to you out there. I can think of one instance when my umbrella really pulled my fat out of the fire. So, if you’re out running around in the world, conducting business, making promises, and building your music empire, buy an umbrella. And be sure to talk to your agent to understand the risks that are covered. I’m thinking a million or two in coverage is a good idea. Just in case.

One night at the Handy Awards at the Orpheum in Memphis, I noticed a curtain moving on the right hand side of the theater. I peeked behind the curtain and there was a little alcove in which was Ike Turner, dancing by himself to the music he heard on the stage. He saw me, put his finger to his lips, and kept dancing. Dance on, Ike. Dance on.

NOTES