

**MANAGER CONTRACT PARTIES** - This **MANAGER** contract (hereinafter referred to as the "Contract") is entered into on \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_, with an address of **(State of Residence)** \_\_\_\_\_, (hereinafter referred to as the "Client") and **Third Eye Event Productions, LLC, with an address of Pennsylvania**, (hereinafter referred to as the "Manager") (collectively referred to as the "Parties"). -

Whereas the artist is a respected artist of proven talents: and

Whereas the Artist wishes to have an MANAGER'S assistance in marketing certain rights enumerated herein: and

Whereas the MANAGER is capable of marketing the artistic works produced by the Artist: and

Whereas the MANAGER wishes to represent the Artist as a CLIENT

Now, therefore, in consideration of the foregoing premises, and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:  
Artist/Client

## **MANAGEMENT**

The CLIENT appoints the MANAGER to act as the **CLIENT'S NON-exclusive representation** throughout the world in all markets necessary to effectively market, sell and distribute the artistic works of the CLIENT.

The MANAGER agrees to use his or her best efforts in submitting the CLIENT'S work for the purpose of securing assignments, sales and shows for the CLIENT. The MANAGER shall negotiate the terms of any assignment, sale or booking that is offered, but the CLIENT shall have the right to reject any assignment if the CLIENT finds the terms thereof unacceptable.

## **PROMOTION**

The CLIENT shall provide the MANAGER with such samples of work as are from time to time necessary for the purpose of securing assignments, sales and bookings. Promotional expenses but not limited to promotional mailings and paid advertising shall be paid 0% by the MANAGER. Should the CLIENT request these services the MANAGER shall pay the CLIENT prior to securing these services from a third party. The CLIENT shall bear marketing and advertising expenses unless otherwise agreed upon in writing whereas other consideration may be given to the MANAGER for paying such expenses.

**TERM AND TERMINATION**

This agreement shall take effect on the \_\_\_\_\_ and shall remain in full force and effect for an indefinite term unless terminated by either party by giving 1 day written notice to the other party.

**COMMISSIONS**

The MANAGER shall be entitled to the following commissions:

- (A) On Assignments, sales and bookings secured by the MANAGER during the term of this agreement **20% of the Billing (FLAT FEE OR GUARANTEE)**
- (B) On House Accounts **0% of the Billing**

For the purpose of this agreement House Accounts are defined as accounts obtained by the CLIENT at any time or obtained by another MANAGER representing the CLIENT prior to the commencement of this Agreement. It is understood by both parties that **no commission shall be paid on assignments rejected by the CLIENT or for which the CLIENT fails to receive payment**, regardless of the reason payment is not made. For bookings where CLIENT receives no compensation but generates revenue at an event booked by the MANAGER the CLIENT agrees to pay MANAGER a flat fee of 50\$ or 20% of proceeds of table sales, whichever is greater, on good faith.

**PAYMENTS**

The CLIENT shall make all payments due within **24 hours** of receipt of any fees covered by this agreement when payment is remitted directly to the CLIENT by the venue or host. Late payments shall be accompanied by interest calculated at the rate of \$20 per month thereafter. After 90 days accounts are turned over to collections and contracts are formally terminated.

AGREEMENT - This Contract contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Contract control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms. GOVERNING LAW - This Contract shall be governed by and construed in accordance with the laws of **Pennsylvania**.

SIGNATURE AND DATE - The Parties hereby agree to the terms and conditions set forth in this Contract and such is demonstrated by their signatures below:

CLIENT Name: \_\_\_\_\_ Date: \_\_\_\_\_

MANAGER Name: Laurissa Rex, DBA Third Eye Event Productions, LLC

Signature: \_\_\_\_\_ Date: \_\_\_\_\_