



ARTIST'S MANAGEMENT'S AGREEMENT

THIS AGREEMENT is made and entered into at **West Hills** by and between **Bartlett-Carter Talent Management LLC** (manager), of **P.O. Box 4976, West Hills, CA 91308**, and **John Smith** (Artist) of **Burbank, CA** and **Lisa Smith** (parent/legal GUARDIAN), of **Burbank, CA**.

- 1) THIS AGREEMENT shall begin on **February 1, 2016** and shall be for a period of **ONE YEAR** upon expiration of the stated term, this agreement shall remain in full force and effect without interruption or change unless and until either party notifies the other in writing by Certified Mail of intent to terminate. Such termination shall be effective immediately upon receipt. Nothing in this section shall be interpreted to allow artist or Parent/Legal Guardian to unilaterally terminate this agreement before the stated term has expired.
- 2) AS COMPENSATION for services under this agreement, Manager shall be entitled to a commission of 15% of all gross monies and other considerations paid to Artist, exclusive of any per diem payments or reimbursement for travel or wardrobe, or employment remuneration or other receipts unrelated to the Entertainment Industry, but including payments for merchandising any other promotional efforts, or bona fide offers of employment made during the term of this agreement, regardless of when Artist may receive such payments, even after the term of this agreement has expired.
- 3) ARTIST SHALL NOT RECEIVE payments or compensation directly. All payments to Artists under this agreement shall be paid to Artist through Manager's Talent Trust Account. Manager shall deduct commissions and any other monies due Manager and disperse balance promptly to Artist's current address. Artist shall not at any time during this Agreement, or after the term of this Agreement has expired engage in any action to divert receipt of payments or compensation due under the terms of this agreement from being transmitted to Manager and paid through Manager's Talent Trust Account.
- 4) ARTIST REPRESENTS that he/she can freely make this agreement, and that he/she will make all reasonable efforts to set aside other commitments in order to meet any obligations under this agreement for interviews/auditions, classes/workshops and engagements.
- 5) MANAGER REPRESENTS that it is prepared to represent Artists adequately in the Entertainment Industry. At such time as Manager feels unable to provide such representation for any reason, Manager will notify Artists promptly in writing. Such notification by Manager shall be grounds for voiding this agreement, except Manager shall be entitled to all commissions, as described in Section 2, for work performed or derived from commitments made during the term of this agreement unilaterally.
- 6) THIS AGREEMENT shall not constitute a joint venture or partnership between Manager and Artist; Manager shall at all times be considered an independent contractor.
- 7) MANAGER WILL PROVIDE Artist with advice and counsel on all matters concerning Artist's Career in the Entertainment Industry, being truthful with Artists at all times. Manager will make no binding engagement in Artist's behalf without Artist's consent.

- 8) MANAGER SHALL REPRESENT Artist worldwide for all phases of work in the Entertainment Industry, including, but not limited to; film; television; radio; commercials; print work; modeling; music performance; writing; recording and publishing; script writing, publishing and production; producing; directing; designing; stage or other live performances; video and internet performance and production; telecommunications; literary writing and publishing; and any and all other pursuits commonly considered to be a part of the Entertainment Industry or its related industries, except as exempted in writing by both parties. The following shall be excluded from the term Entertainment Industry:
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- 9) Manager is not a talent agent and is not expected to perform any of the duties of a talent agent. Manager is not expected to solicit, procure, or negotiate employment for Artist. Manager may also represent other clients in addition to Artist.
- 10) ARTIST APPOINTS manager as his/her lawful Attorney-in-Fact, to perform any and all services, execute any and all documents, and do any and all things necessary pursuant to this agreement. To reinforce this authority, Artists agrees, upon request, to execute before a Notary Public a separate Power of Attorney for Manager. The authority granted by this section is coupled with an interest and shall be irrevocable during the term of this agreement. Nothing in this section shall be construed to allow Artist or Parent/Legal Guardian to revoke Manager’s right to receive payments or endorse checks in behalf of Artist as provided in Section 3, even after the term of this agreement has expired.
- 11) THIS AGREEMENT CANNOT be changed in any way, except by consent of both parties in writing, and shall be interpreted according to the laws of the State of California. Disputes arising from this agreement as to payment or interruption shall be determined by the Labor Commissioner of the State of California or by arbitration in accordance with the rules of the American Arbitration Association and the Uniform Arbitration Act, at the election of the complaining party. Such election shall be binding on the other party. Any waiver by Manager of any breach by Artist of any provision of this agreement initiates regulatory action, arbitration or litigation to enforce its portion of this agreement shall be held invalid by any court or other jurisdiction, such invalidity shall not extend to any other portion of this agreement, and the remaining portions of this agreement shall remain in full force and effect.
- 12) ARTIST AND PARENT/LEGAL GUARDIAN acknowledge that Manager has, upon request, explained any and all provision of this agreement, and that Artist and Parent/Legal Guardian have ample opportunity, if so desired, to consult with and receive the advice of an Attorney-at-Law before signing this agreement. Parent/Legal Guardian does hereby acknowledge that he/she has read and understood this agreement, and that he/she does hereby agree and guarantee to comply or cause compliance with all its provisions.

_____ John Smith (by parent/legal guardian)	_____ Date	_____ April Bartlett, Partner Bartlett-Carter Talent Mgmt.	_____ Date
_____ Lisa Smith (by parent/legal guardian)	_____ Date	_____ Stacy Carter, Partner Bartlett-Carter Talent Mgmt.	_____ Date