

**(Sample) SAG-AFTRA Personal
Manager Contract**

This Personal Management Agreement (“Agreement”) is entered into as of _____ (“Effective Date”) between _____ (“Artist”) and _____ (“Manager”).

If Manager is a company, the individual representing Artist is: _____

_____.

1. Engagement

Artist hereby engages Manager as Artist’s exclusive personal manager, and Manager hereby accepts the engagement, to provide advice, counsel, and direction in the development and enhancement of Artist’s career in the entertainment business.

2. Scope of Representation

Manager agrees to use all reasonable efforts to build Artist’s professional reputation and standing in the industry and to make themselves available to Artist for consultation, as needed, on a regular basis and during normal business hours.

A. Management Services

The services (“Services”) to be provided by Manager include, but are not limited to, the following:

- Advising and counseling Artist regarding potential employment and/or production opportunities;
- Advising and counseling Artist regarding publicity, selection of work product, and wardrobe;
- Advising and counseling Artist and assisting in securing a licensed (and, where required, SAG-AFTRA franchised) Talent Agent;
- Assisting Artist’s Talent Agent in negotiation and procurement of employment opportunities (if called upon to do so by Artist’s Talent Agent);
- Other advice and counseling, or assistance with Artist’s professional career, as may be agreed to between the parties, subject to applicable law.

Manager and Artist may agree on additional and specific Services, which shall be set forth in a written exhibit to this Agreement signed by both parties. A sample Exhibit A is attached.

B. Services Non-Exclusive

Artist acknowledges that Manager shall not be required to provide exclusive services to the Artist and is free to engage in the same or similar services for other Artists. Manager is not obligated to devote their entire time or that of their staff to the Artist and/or the Artist’s business affairs.

The individual named above shall have and retain primary responsibility for fulfilling the obligations under this Agreement throughout its Term, however Manager may delegate incidental responsibilities to the Manager’s staff. Manager shall make every effort to ensure continuity of management throughout the Term.

C. Manager’s Fiduciary Duty

Manager shall at all times conduct itself as a fiduciary to the Artist, including in its dealings with the Artist’s Talent Agent, potential employers, and other industry professionals.

D. Manager is Not an Agent

Manager is not a talent agent. Manager shall not hold itself out as a talent agent nor engage in the services customarily performed by a talent agent, including solicitation or procurement of employment, as those terms are understood under applicable law. Manager may engage in limited procurement activities at the direction of and under the control of a licensed and franchised talent agent, if Artist has approved of such delegation by the agent to Manager.

Manager agrees that during the Term of this Agreement, it shall not apply for or hold a talent agent license in any jurisdiction.

E. Geographic Scope

Manager shall operate in and is authorized to represent artist in the following geographic jurisdiction(s):

Artist resides and principally works in the entertainment industry in the following geographic jurisdiction(s):

F. Compliance with Applicable Laws

Manager shall at all times comply with all applicable laws governing representation of artists in the entertainment industry.

G. Continuity

If Manager is a partnership, the death of one partner shall not affect Manager's obligations under this Agreement. If the deceased partner is the individual identified above and the surviving partner fails to provide the same level of service, Artist may terminate this Agreement as set forth in Section 4.A.

3. Term

The term of this contract shall begin on the Effective Date and shall continue for _____ months (not to exceed eighteen (18) months) ("Term").

No earlier than sixty (60) days prior to expiration of the initial Term, the parties may mutually agree to renew the contract ("Renewal Term"). The Term and the Renewal Term may not exceed a total of three (3) years and shall not be auto-renewing.

4. Termination

A. Termination for Convenience; Commissions

Either party may terminate this Agreement at any time by providing the other party thirty (30) calendar days written notice in the manner set forth in Section 11.

Artist shall continue to pay commissions to Manager on any of (i) Artist's commissionable employment during the term of this Agreement; and (ii) Artist's commissionable employment after serving notice of

termination but prior to the effective date of termination, provided Manager has indicated, in writing, that they remain ready, willing, and able to perform the Services and are continuing to do so.

B. Termination for Cause

Either party may terminate this Agreement without prior notice at any time upon a material breach by the other party of its obligations by providing written notice in the manner set forth in Section 11.

The parties agree to submit to the dispute resolution process set forth in Section 8 to determine the commission obligations following a termination for cause.

5. Compensation

A. Commissions

Artist agrees to pay Manager a sum equal to []% [not to exceed **15%**] of the gross compensation, less any commission payments paid or payable to Artist's talent agent, paid or payable to Artist for work as an artist in the entertainment industry pursuant to any engagement, contract, or agreement substantially negotiated or entered into during the Term at the direction and under the control of a SAG-AFTRA franchised agent. Commission shall also be paid on any extensions, modifications, renewals and substitutions of employment contracts, if Manager played a substantial role in negotiating such changes, where legally permissible.

B. No Advance Fees; Restrictions on Third Party Companies

Manager shall not demand or collect, and Artist shall have no obligation to pay, any advance fees for the Services, whether or not legally permissible in the applicable jurisdiction. Manager's commissions shall be payable only upon Artist's receipt of payment as set forth in Section 4.A.

In no event shall Manager's Services be contingent on Artist engaging any third-party vendor or service provider (which may include, but is not limited to, photographers, acting teachers, coaches, listing services, etc.), in which Manager has a direct or indirect interest, financial or otherwise.

C. Artist Compensation Received by Manager

If the Services include handling Artist's monies and receipt of compensation on behalf of Artist, Manager shall deposit Artist's compensation into a non-interest-bearing trust account. Manager shall never commingle Artist's monies in any other accounts belonging to the Manager, any affiliated person or entity, or any third party. Manager shall not collect Artist's compensation or handle other monies belonging to Artist without Artist's written authority to do so.

Manager shall faithfully account for all monies received on behalf of the Artist. Within fifteen (15) business days from the date of receipt, Manager shall forward to the Artist, or to such other individual or entity the Artist may designate in writing, all compensation received on Artist's behalf, less the agreed commission payable to Manager.

If commissionable compensation is sent to any individual or entity other than Manager, Artist shall faithfully account for the compensation received and the commissions due Manager. Artist shall pay to Manager any commissions owed no later than fifteen (15) business days following Artist's receipt of the commissionable compensation.

6. Cooperation and Consultation

Artist agrees to refer to Manager all verbal or written leads, communications, or requests for the retention of Artist's services.

If Artist is represented by a talent agent, Manager agrees to take direction from Artist's talent agent concerning any potential engagement, performance, booking, or contract offered to Artist. Manager agrees to work in cooperation and consultation with Artist's talent agent in all matters, to the benefit of Artist.

7. Nature of Relationship

Nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, or similar relationship between the parties. Unless otherwise agreed, Manager does not have the authority to enter into contracts on behalf of Artist.

8. Dispute Resolution

A. Negotiation

The parties shall attempt in good faith to resolve any dispute, claim, or controversy ("Dispute") arising out of or relating to this Agreement by negotiation.

B. Governing Body for Disputes

If Manager is not signatory to the SAG-AFTRA Manager Code of Ethics and Conduct (the "Code"), any Dispute arising out of or relating to this Agreement or Manager's representation of Artist shall be determined by the applicable state agency, if one exists, or by arbitration as described in this Section.

If Manager is signatory to the Code, any Dispute arising out of or relating to this Agreement and Manager's representation of Artist shall be submitted to arbitration pursuant to Exhibit A of the Code.

i) If Either Party Is Based in California

If either party is based in California the Dispute shall be submitted to the California Labor Commissioner for determination under California law.

The parties may mutually agree in writing to submit the Dispute to arbitration pursuant to the process set forth below. If the parties elect arbitration, the initiating party shall notify the Labor Commissioner upon filing the claim and shall provide reasonable notice as to the time and place of the arbitration hearing.

ii) If Either Party Is Based in New York

If either party is based in New York, and neither party is based in California, the Dispute shall be submitted to the Department of Consumer Affairs for determination under New York law.

The parties may mutually agree in writing to submit the Dispute to arbitration as set forth below. If the parties elect arbitration, the initiating party shall notify the Department of Consumer Affairs upon filing the claim and shall provide reasonable notice as to the time and place of the arbitration hearing.

iii) For All Other Jurisdictions

Disputes in all other jurisdictions shall be submitted to arbitration pursuant to the process set forth below.

C. Arbitration

Any arbitration shall be administered by American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules in effect as of the Effective Date, utilizing Expedited Procedures if available. The arbitration hearing shall be before a single arbitrator and may be conducted by telephone, videoconference, or similar means. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

D. Representation Not Contingent

Manager's representation of Artist shall not be contingent on Artist agreeing to a dispute resolution process other than referral to the applicable state agency.

9. Indemnification:

A. By Manager: Manager shall indemnify, defend, and hold harmless Artist from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") arising out of the Manager's breach of any of its representations, warranties, obligations, agreements, or duties under this Agreement or under the Code, if Manager is a signatory to it, except to the extent the Claim arises out of the Artist's negligent or intentional acts or omissions.

B. By Artist: The Artist shall indemnify, defend, and hold harmless Manager from and against any and all Claims arising out of the Artist's breach of any of its representations, warranties, obligations, agreements, or duties under this contract, except to the extent the Claim arises out of the Manager's negligent or intentional acts or omissions.

10. Loan-Out Companies

A. If Artist works as an artist in the entertainment industry on loan from a corporation, limited liability company, partnership, or other business entity ("Loan-Out Company") and the Loan-Out Company receives compensation for lending the Artist's services, or otherwise receives compensation on behalf of Artist for their work in the entertainment industry, then Artist represents, warrants, and agrees as follows:

1. The Loan-Out Company shall execute this Agreement and be bound to the terms herein;
2. The Loan-Out Company shall pay commission to Manager on compensation it receives relating to Artist's work as an artist in the entertainment on the same terms as if the compensation was paid directly to the Artist;
3. All currently existing Loan-Out Companies through which the Artist may receive compensation for their work as an artist in the entertainment industry during the Term of this Agreement are identified below.

Artist's Loan-Out Company/ies: _____

11. Miscellaneous

A. Entire Agreement; Construction

This Agreement, including any attached Exhibits and the Code (if applicable), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior statements and agreements both written and oral. This Agreement may be amended only by a writing signed by the parties. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

B. Invalidity; Severance

If any provision of this Agreement is found to be invalid or unenforceable, it will be construed to the limited extent necessary to make it enforceable and in compliance with law. If the provision cannot be construed in that manner, it will be severed from this Agreement and the surviving terms and conditions shall remain in full force and effect.

C. No Assignment

Manager shall not assign this Agreement, nor any of their rights or obligations under it, without the written consent of Artist, which may be withheld in Artist's sole discretion.

If Artist consents to an assignment, the assignee shall succeed to all the rights, obligations, and liabilities of the assignor under this Agreement; provided that in the event of any assignment, Manager shall remain liable for all obligations incurred prior to the date of the assignment. Manager shall be required to insert this clause into any assignment of this Agreement.

D. Right to Seek Counsel

Artist represents and warrants that they have been advised of their right to seek legal counsel of their own choosing in connection with the negotiation and execution of this contract. Artist represents and warrants that Artist has so consulted or affirms that it has elected not to do so.

E. No Conflicts

Each party represents and warrants that: i) they have the full right, power, and authority to enter into this Agreement and to perform their obligations under this Agreement; ii) they are not party to any agreements nor do they have any third-party obligations that would prevent or limit their performance under this Agreement; and iii) performance of their obligations under this Agreement will not violate any agreement with or obligation to any third party.

F. Notices

All notices required under this Agreement shall be in writing (electronic or handwritten) addressed to the party at the address set forth below (or to such other address as a party specifies in writing) and shall be effective upon the earliest of: actual receipt; delivery by hand; confirmation of receipt of e-mail by reply or via 'read receipt' notification or any other form approved by SAG-AFTRA; two (2) days after deposit with an overnight courier service; or five (5) days after mailing via first-class certified U.S. mail. Any party may change its address for purposes of this paragraph by written notice given in the manner provided above.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

Artist:

Sign: _____

Date: _____

Address:

Manager:

Sign:

Date:

Address:

If Manager is an entity fill out the

following: Name of person signing:

Title: _____

If Artist has identified one or more company in Section 10, then on behalf of the

Company/ies: Company Name(s): _____

Signature: _____

Name and Title: _____

Address:

Exhibit A (optional)
Additional
Services

The Services to be performed by Manager pursuant to the Personal Management Agreement between Artist and Manager dated as of _____ (insert the date of the agreement) expressly include those stated in the Personal Management Agreement and the following:

- Service 1
- Service 2
- Service 3
- Etc...

ACCEPTED AND AGREED:

Artist:

By: _____

Manager:

By: _____