

PERSONAL MANAGEMENT AGREEMENT (SAG)

THIS AGREEMENT made effective the _____ day of _____, _____.

BETWEEN:

PERFORMER
(the "Performer")

- and -

MANAGER
(the "Manager")

WHEREAS:

- A. The Manager is engaged in the development and representation of various individuals in the performing arts;
- B. The Performer desires to engage the Manager as his personal manager, as that term is generally understood and commonly used in the performing arts, to further the progress of his career as a Performer.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Appointment

The Performer appoints the Manager as his exclusive personal manager upon the terms and conditions set out herein. The Manager accepts this appointment and agrees to perform all of its obligations as set forth under this Agreement.

2. Term

- (a) The term of this Agreement shall be for a period of _____ years from the date of this Agreement (hereinafter called the "Initial Term").
- (b) Notwithstanding the provisions of paragraph 2(a), the Performer grants to the Manager the option to renew this Agreement for consecutive periods of _____ years each; such option to renew shall be deemed to be exercised by the Manager upon the expiration of the Initial Term or preceding option period unless not later than _____ days prior to the end of the Initial Term or preceding option period the Manager shall provide the Performer with written notice terminating this Agreement. The provisions of this Agreement shall in all respects apply to each renewal hereof, except as specifically set out herein.

3. Manager's Services

The Manager's services as personal manager of the Performer shall include, but shall not be limited to:

- (a) Advice and counsel in respect of the proper format for presentation of the Performer's artistic talents and in the determination of proper style, mood, setting, business and characterization in keeping with the Performer's talents;
- (b) Advice and counsel in the selection and composition of artistic material;
- (c) Advice and counsel with respect to publicity, public relations and advertising;

- (d) Advice and counsel in the selection of artistic talent to assist, accompany, or embellish the Performer's artistic presentation;
- (e) Advice and counsel with respect to general business practices in the entertainment industry and with respect to compensation and privileges extended for similar or comparable artistic values;
- (f) Advice and counsel concerning the Performer's selection of theatrical or other agencies that procure employment and engagements for performers and artists; and
- (g) The general promotion and furtherance of the Performer's career and professional reputation.

4. Excluded services

The Performer understands and acknowledges that the Manager is not a theatrical or franchised agent and that the Manager has made no representations to the Performer, either written or oral, to the contrary. The Performer acknowledges that the Manager has not offered, attempted or promised to obtain, seek or procure employment, engagements or performing arrangements for the Performer, and that the Manager is not obligated, licensed or expected to do so.

5. Power of Attorney

Notwithstanding the provisions of paragraph 4 hereof, the Performer appoints the Manager, to continue in effect throughout the Initial Term and any renewals of it, as the Performer's agent and attorney to do everything on behalf of the Performer, which power of attorney shall be limited to the following:

- (a) Engaging, discharging and instructing on behalf of the Performer, public relations firms and representatives, legal counsel, accountants, theatrical agents and other persons, firms and corporations in connection with the business, artistic and financial affairs of the Performer;
- (b) The execution as attorney for and on behalf of the Performer, of any agreements, documents and contracts procured by theatrical agencies, booking agents, or other agencies of employment, the principal terms of which agreements, documents and contracts shall first have been approved by the Performer;
- (c) Approving, licensing and permitting the use of the Performer's name, photograph, likeness, voice, pre-approved biographical and personal information, for the purpose of advertising and publicity, including commercial tie-ins of the same with the promotion and advertising of any products and services, provided that no such commercial usage shall contain an endorsement by the Performer of any product or service without the Performer's prior consent;
- (d) Collecting and receiving all sums, endorsement fees, royalties, performance and engagement fees and other sums due to the Performer from any party;
- (e) (any other powers to be granted)

The Performer shall instruct any theatrical agency, booking agent or other third party engaged by the Performer to remit to the manager all monies that become due to the Performer which are owed by or are received by such third party to the benefit of the Performer.

6. Offers Received by Performer

The Performer shall advise the Manager of all engagement offers and other offers submitted to the Performer and will refer any inquiries concerning the Performer's services to the Manager, in order that the Manager may review with the Performer whether they are compatible with the Performer's career plans.

THIS IS A 5-PAGE DOCUMENT.