

## RELEASE AND MANAGEMENT AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200 , by and between Dying Cow Productions, (hereinafter the “Company”) with a principal office at 148 Freedom Way, Madera, California and \_\_\_\_\_ having an address at \_\_\_\_\_ (hereinafter the “Artist”).

WHEREAS, Artist wishes to engage the services of the Company as their exclusive representative within the entertainment industry.

WHEREAS, the parties hereto desire to reduce the terms of their Agreement to writing;

NOW, THEREFORE; in consideration of mutual covenants and other good and valuable consideration exchange between them, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The word “Period” shall mean the term from and continuing thereafter for additional terms of two (2) years each unless terminated by either party at the end of said initial term or any additional terms, upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such term.
2. Artist hereby engages Company, during the Term hereof, as Artist’s exclusive representative and advisor, throughout the world, with respect to all Artist’s activities throughout the music entertainment industry, and Company hereby accepts such engagement.
3. a) Company shall confer with, counsel and advise Artist in all matters pertaining to Artist’s career in the music entertainment industry including without limitation (i) the selection of musical material; (ii) all matters pertaining to public relations and advertising; (iii) general practices in music entertainment industry regarding such matters as Company has knowledge, such as compensation and privileges extended for similar artistic services; (iv) the selection of, and negotiation with, record labels and other third parties that seek and procure employment and engagements for artists; and (v) the selection of, and negotiation with, any and all potential users of Artist’s musical talents.  
  
b) Artist shall immediately advise Company of all offers of employment, and of all inquiries concerning Artist’s musical career, so that Company may determine and advise Artist whether same are compatible with Artist career.

- c) Artist hereby acknowledges that Company is not an employment agent, theatrical agent or licensed artist' manager, and that Company not guaranteed to produce employment, a record label agreement or engagements for Artist. Company will use best efforts to obtain a record label agreement for Artist.
5. In consideration of services rendered by Company to Artist hereunder, Artist hereby irrevocably assigns to Company, and Artist shall pay to Company, as and when received by Artist or applied on Artist's behalf, a sum equivalent to ten (10%) percent of Artist's Gross Compensation (the "Fee").
- (a) The Fee shall be paid to company as when said Gross Compensation is received by Artist, without any limitation of time, directly or indirectly, or by any person, firm or corporation on Artist's behalf pursuant to (i) any and all contracts, engagements and commitments entered into or negotiated during the Term hereof; (ii) any and all extensions, additions, substitutions, renewals, replacement modifications and amendments of all such contracts, engagements and commitments referred to in (i) and (iii) any and all copyrights and publishing rights in musical compositions written, composed, arranged or adapted in whole or in part by Artist and Company during the Term of this Agreement.
- (b) Gross Compensation includes without limitations, any and all forms of income, payments, considerations, compensations, sums or any other thing of value, including salaries, advances, fees, royalties, bonuses, gifts, shares of receipts, stock and stock options, paid to Artist or applied for Artist's benefit directly or indirectly, regardless of whom procured, as a result of Artist's activities in and throughout the music entertainment industry.
6. a) The parties hereby acknowledge that from time to time during the Term hereof, Company or other persons or entities associated with Company may produce a music video/film and song in which Artist shall be engaged. Artist hereby agrees to authorize Company to use Artist's voice, likeness, biography, performance, etc. for any such musical video/film and songs, domestically and internationally for radio, film release, television, film and video festivals, etc. in perpetuity.
- b) Company shall not be entitled to a fee from Artist for any project referred to in paragraph 6a. Such projects may serve only as a showcase for Artist's talents and may be done without compensation. Artist agrees to indemnify, defend and hold Company harmless for any and all uses of Artist's voice, likeness, biography, performance, etc. in such projects.
- c) Any and all rights to the projects referred to in 6a shall be the sole property of Company and Artist shall not acquire any rights to said projects solely by participation thereof.

7. Within twenty (20) working days after Company's receipt of any Gross Compensation generated by activities in which Artist partakes, Company shall render a written accounting statement to Artist setting forth all gross monies received by Company on Artist's behalf, specifying the source thereof and the deductions there from for Company's Fee hereunder and further deducting any Expenses paid by Company on Artist's behalf. Each such accounting statement shall be accompanied by payment to Artist of the net sum thereon shown to be due to Artist for such accounting.
8. Artist hereby acknowledges that Company's position hereunder is that of an independent contractor. Company's services are not exclusive to Artist and Company shall be permitted to perform the same or similar services for other artists or persons during the Term of this Agreement. Company shall be permitted to devote such time and efforts to other business activities as Company may deem necessary or desirable, in Company's sole discretion.
9. Artist hereby acknowledges and represents that:
  - a) Artist has the right to make and enter into this Agreement and to grant all the rights herein granted to Company, and that Artist is not now under contract to any other personal manager or representative.
  - b) Artist will, at all times during the Term thereof, devote the time and energy necessary to promote Artist's professional career in the entertainment industry and will do all things necessary and desirable to that end.
  - c) Artist shall not make any public musical performances or appearances for anyone, directly or indirectly, except through Company and under Company's direction, without Company's prior written consent.
10. Each party shall be indemnified by the other and held harmless against and from all claims, demands, actions, and rights of actions which shall or may arise by virtue of anything done or admitted to be done by the other (through or by officers agents, employees, servants, or other representatives) outside the scope of, or the breach of, the term of this agreement, provided that the other shall be promptly notified of the existence of the claim, demand, actions, or right of action, and shall be given a reasonable opportunity to cure or participate in the defense thereof.
11. In the event any portion of any sentence or paragraph of this Agreement is declared by any Court of competent jurisdiction to be void or unenforceable, such provision, sentence, or paragraph shall be deemed severed from the remainder of the Agreement, and the balance of the Agreement shall remain in force and effect to the extent reasonably possible.

12. This Agreement shall terminate upon the occurrence of any of the following events.
  - (a) Upon expiration of the Term as set forth herein.
  - (b) By mutual agreement of the parties.
13. Any notices or accountings acquired to be given under this agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as an actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth calendar day after mailing, which ever occurs first.
14. This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be modified except by a writing executed by both parties.
15. This Agreement shall be governed by and construed under the laws of the State of California.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREFORE, the parties hereto have entered into and executed this Agreement on the date and year first above written.

**DYING COW PRODUCTIONS**

By: \_\_\_\_\_  
Managing Member

\_\_\_\_\_  
Artist  
Social Security # \_\_\_\_\_

\_\_\_\_\_  
Parent / Guardian (If Applicable)