**ARTIST MANAGEMENT AGREEMENT**

 This **AGREEMENT** is made on this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_\_\_(Artist)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Artist" and (Manager) M/s Mahir Consultancy Pvt Ltd a Company registered under Indian Companies Act 1956 having office at 3, Sethi Terrace, 1st Floor, P D Hinduja Marg, Khar (W) holding brand DYT (Display your Talent) represented by Mr. Ravi Ahuja (hereinafter referred to as "Manager") collectively known as the Parties.

**WITNESSETH**

 **NOW THEREFORE,** in consideration of the mutual promises herein contained, it is agreed and understood as follows:

1. Manager agrees to render such advice, guidance, counsel, and other services as Artist may reasonably require to further his career as a musician, composer, actor, recording, and performing artist, and to develop new and different areas within which his artistic talents can be developed and exploited, including but not limited to the following services:

 (a) to represent Artist and act as her negotiator, to fix the terms governing all manner of disposition, use, employment or exploitation of Artist's talents and the products thereof; and,

(b) to supervise Artist's professional employment, and on Artist's behalf, to consult with employers and prospective employers so as to assure the proper use and continued demand for Artist's services; and

 (c) to be available at reasonable times and places to confer with Artist in connection with all matters concerning Artist's professional career, business interests, employment, and publicity; and,

(d) to exploit Artist's personality in all media, and in connection therewith, to approve and permit for the purpose of trade, advertising and publicity, the use, dissemination, reproduction or publication of Artist's name, photographs, voice and artistic and musical materials; and,

(e) to engage, discharge and/or direct such theatrical agents, booking agencies and employment agencies, as well as other firms, persons or corporations who may be retained for the purpose of securing contacts, engagements or employment for Artist; and,

2. Manager is not required to render exclusive services to Artist or to devote his entire time or the entire time of any of Manager's employees to Artist's affairs. Nothing herein shall be construed as limiting Manager's right to represent other persons whose talents may be similar to or who may be in competition with Artist or to have and pursue business interests which may be similar to or may compete with those of Artist.

3. Artist hereby appoints Manager as her sole personal manager in all matters usually and normally within the jurisdiction and authority of personal manager, including but not limited to the advice, guidance, counsel, and direction specifically referred to in Paragraph 1 hereof. Artist agrees to seek such advice, guidance, counsel, and direction from Manager exclusively and agrees that he will not engage any other agent, representative, or manager to render similar services, and that he will not perform said services on his own behalf and he will not negotiate, accept, or execute any agreement, understanding, or undertaking concerning his career as an actor, musician, recording and performing artist without Manager's prior consent.

5. (a) As compensation for the services to be rendered hereunder, Manager shall receive from Artist a fee of Rs 7500 plus applicable taxes if the Artist gross income/earnings are more than Rs 100000 per month and less than Rs 300000 per month and above 300000 monthly fees charged would be 7% of value of work. The same would be valid if the work is received from the Artists Contact. In case the Manager gives work to artist from its (Managers) referral or contact then the artist is liable to pay the Manager a 25 percent Service Charge plus applicable Government Taxes.

 (b) The term gross earnings", as used herein, refers to the total of all earnings, which shall not be accumulated or averaged whether in the form of salary, bonuses, royalties, interest percentages, shares of profits, merchandise, shares in ventures, products, properties, or any other kind or type of income which is reasonably related to Artist's career in the entertainment, amusement. music, recording, motion picture, television, radio, literary, theatrical, and advertising fields, and Artist's artistic talents are developed and exploited, received from administrators, assigns, or by any person, firm, or corporation (including Manager) on his behalf.

 (c) The compensation agreed to be paid to Manager shall be based upon gross earnings (as defined herein) of Artist accruing to or received by Artist during the term of this Agreement or subsequent to the termination of this agreement as a result of any services performed by Artist during the term hereof or as the result of any contract negotiated during the term hereof and any renewal, extension, or modification of this Agreement.

 (d) Artist agrees that all gross earnings as herein defined may be paid directly to Manager by all persons, firms, or corporations or to the Artist also. The Manager should be aware of the said transaction.

6. Artist shall be solely responsible for payment of all booking agencies, fees, union dues, publicity costs, promotional or exploitation costs, traveling expenses and/or wardrobe expenses and reasonable expenses arising from the performance by Manager of services hereunder. In the event that Manager advances any of the foregoing fees, costs, or expenses on behalf of Artist, or incurs any other reasonable expenses in connection with Artist's professional career or with the performance of Manager's services hereunder, Artist shall promptly reimburse Manager for such fees, costs, and expenses.

7. Artist warrants that he is under no disability, restriction, or prohibition with respect to his right to execute this Agreement and perform it's terms and conditions. Artist further warrants and represents that no act or omission by Artist hereunder will violate any right or liability to any person. Artist agrees to indemnify Manager and hold Manager harmless against any damages, costs, expenses, fees (including attorney's fees) incurred by Manager in any claim, suit, litigation, or proceeding instituted against Manager and arising out of any breach or claimed breach by Artist of any warranty, representation, or covenant of Artist. Artist agrees to exert his best reasonable efforts to further his promotional career during the term of this Agreement, and to cooperate with Manager to the fullest extent in the interest of promoting Artist's career. In case there is changes in address of Artist / Manager ( Email Office and or Residence) the same will be informed in writing till such period the old address will be considered for all practical purposes.

8. The initial term of this Agreement shall be for a period of TWO (1) YEAR and this agreement can be renewed for another TWO (2) YEARS upon the mutual agreement between the parties.

9. In any case, when the Artist denies to work for any project other than excluded under the abovementioned clause, the same has to be done via email or in writing.

10. Manager agrees to maintain accurate books and records of all transactions concerning Artist, which books and records may be inspected during regular business hours by a certified public accountant designated by Artist upon reasonable notice to Manager.

11. During the term of this Agreement, it is understood and agreed that there shall be no change or modification of this Agreement unless reduced to writing and signed by all parties hereto. No waiver or any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof.

12. If any dispute, controversy or claim between the Parties arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof (***Dispute***), the Parties shall use all reasonable endeavors to negotiate with a view to resolving the Dispute amicably. If a party gives the other Party notice that a Dispute has arisen (a ***Dispute Notice***) and the parties are unable to resolve the Dispute amicably within 30 (thirty) days of service of the Dispute Notice, then the Dispute shall be referred to arbitration from Mumbai or Chennai (Tamil Nadu). Dispute shall be finally settled by way of arbitration. There shall be a single arbitrator appointed by the mutual agreement of the parties, or failing such agreement, the said arbitrator shall be appointed. Any arbitral award shall be final and binding on the Parties and judgment upon such award may be entered in any court having jurisdiction thereof. The language of the arbitration shall be English. The venue for conducting /holding of the arbitration proceedings shall be Mumbai and or Chennai (Tamil Nadu) whichever is convenient to the Manager

13. This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto.

14. For correspondence the registered email ID would be:

Artist:

e-mail ID

Manager:

displayyourtalent@gmail.com

info@dyt.co.in

17. (a) The Courts in Mumbai (Maharashtra) shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement. The Parties agree that the courts in Mumbai are the appropriate and convenient courts to settle disputes and accordingly no Party will argue to the contrary.

 (b) The use of the masculine gender in this Agreement shall be deemed to include the feminine whenever the context shall so require.

 **IN WITNESS WHEREOF**, the parties hereunder have subscribed their signatures in the day and year first above written.

**M/s Mahir Consultancy Pvt Ltd**

**Director (Ravi Ahuja)**

**Artist: Name**

**Address**

**Witness :**

**1) Name :**

**Address:**

**2) Name :**

**Address:**