Management
Agreement
*between the Jeremiah Johnson Band and STLBlues*

This is a good faith agreement between the Jeremiah Johnson Band and STLBlues,
covering all aspects of the Artist/Band and Manager terms of service.

All items in this agreement can be modified by expressed written consent of both parties.

STLBlues and the JJB are destined for greatness,
and we look forward to growing huge together!

MANAGEMENT & BOOKING AGREEMENT

THIS AGREEMENT is for the services of music and/or entertainment described below between the undersigned ARTIST(s) (includes accompanying musicians and/or entertainers as described below, hereinafter referred to as “JJB or The Jeremiah Johnson Band”) and the Manager/Booking Agent who is to provide booking services (hereinafter referred to as “STLBLUES”).

1. STLBLUES is hereby retained as exclusive manager & booking agent of the Jeremiah Johnson Band (JJB) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in all branches of the entertainment industry for a working period of 2 years, effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. EXCLUSIVE BOOKING = ALL bookings over $600 are done by STLBLUES. NO freelance bookings over $600, no 3rd party bookings, no double bookings (STLBLUES books).

2. STLBLUES agrees to use all reasonable efforts to further the development and advancement of the JJB’s professional career. STLBLUES also agrees to act as advisor and personal manager in all matters concerning the JJB’s professional services as a performer.

3. The JJB must be accessible, and maintain ongoing communication with STLBLUES by phone AND email.

4. The JJB will have a free STLBlues.net Live Music Calendar account, and STLBLUES will post all the JJB gigs, keeping calendar up to date.

5. The JJB personnel choices are entirely up to the JJB. All accepted shows by the JJB are with the understanding that the JJB in full will be onsite, ready to play at the agreed upon times of each performance contract accepted; however in the case of uncontrollable circumstances such as an “accident” or “death in family”, STLBLUES and JJB will work together to resolve the issue. Jeremiah Johnson is bandleader, and will manage the JJB. For scheduled gigs, punctuality is critical. Avoidable ‘late shows’ to a concert performance is subject up to a $50 fine, subject to Jeremiah Johnsons review/approval. All JJB members and management must present a positive, professional demeanor when representing the JJB.

6. As compensation for STLBLUES services, the JJB hereby agrees to pay STLBLUES a sum equal to 20% percent of the gross compensation earned or received by the Jeremiah Johnson Band, for all shows that generate greater than $600. Should travel on behalf of the JJB be deemed necessary, STLBLUES travel expenses will be included in performance contract; however the travel expenses are not subject the 20% due STLBLUES. Should travel on behalf of the JJB be deemed necessary, travel expenses will be included in the performance contract. STLBLUES will then pay the JJB 80% of booking payment within 7 business days. For all performance related income streams that STLBlues generates beyond scope of services in paragraph #9, e.g. a percentage of door, percentage of bar, etc., STLBlues and the JJB will share in this net income on a 50% JJB, 50% STLBlues basis. The JJB will be an ‘independent contractor’ of STLBLUES, and must have a current w9 on file at STLBLUES offices.

7. STLBLUES will provide the following services for the JJB.

1. Design and run a web page at STLBLUES as a marketing tool for fans and music purchasers. An embedded STLBLUES calendar will show all bookings.
2. Maintain Twitter & Facebook, with fresh weekly content for these social media sites.
3. Develop a traditional press kit of promo photo, band bio, reviews, and CD.
4. Distribute all promotion throughout the music industry, serving as publicist.
5. Develop all acceptable bookings in a 400 mile radius, with a focus on festivals.
6. Create artwork for posters (1 for local shows that has ‘generic’ appeal, individual ones for larger shows)
7. Create band logo and develop branding (the JJB will retain ownership to all JJB artwork created by STLBLUES).
8. Update the JJB website on a minimum of a weekly basis, based on shows.

8. The JJB has to be promotionally driven, and will help us help YOU in your own promotion. STLBLUES will need and help acquire the following –

MANDATORY: Band bio – band photo (high resolution digital image) – a Professionally produced & packaged CD.

OPTIONAL: High Quality video in a digital format (we’ve captured some, are working on yours).

9. Excluding any CD or merchandise existing or on order prior to the date of execution of this agreement, STLBLUES will receive 10% of all net income streams related to JJB merchandising, such as CD sales, merchandise sales, downloads, etc. up to $10,000 annual net income. Escalation for this arrangement will be at $20,000 increments (see item 10 below) Net income determined by gross sales less cost to JJB or STLBLUES of producing and/or purchasing the items generating income. STLBLUES will maintain a separate accounting of all of JJB’s income streams from internet sites established/maintained by STLBLUES to market JJB. An accounting of all such downloads and/or purchases will be provided to JJB at the end of each month, with payment of JJB’s 90% share due on the 5th of the following month.

10. Escalating revenues agreement. As all net income streams related to JJB merchandising, such as CD sales, merchandise sales, downloads, etc. reach these levels, % will adjust as follows:

$0-$20,000 = STLBLUES will receive 10% of all net income streams
$20,001-$40,000 = STLBLUES will receive 9% of all net income streams
$40,001-$60,000 = STLBLUES will receive 8% of all net income streams
$60,001-$80,000 = STLBLUES will receive 7% of all net income streams
$80,001-$100,000 = STLBLUES will receive 6% of all net income streams
$100,001-$200,000 = STLBLUES will receive 5.5% of all net income streams
$200,001 on up = STLBLUES will receive 5% of all net income streams.

11. STLBLUES shall not be entitled to compensation after the termination of this agreement unless a specific booking (booked by STLBLUES) has already been booked beyond the date of termination. In that case STLBLUES will receive their compensation as listed in paragraph 6.

12. If the JJB is re-booked into a STLBLUES / the JJB booking establishment or from a previous STLBLUES / the JJB purchaser within 365 days from the completion of this agreement, the JJB will be liable for payment to STLBLUES for commission of 10%.

13. The JJB hereby agrees that STLBLUES may render services to others during the term of this agreement.

14. The JJB hereby agrees that STLBLUES may capture and produce/distribute live shows electronically (photography, video and audio) of the JJB for promotional purposes only. Explicit in the agreement is usage in any STLBLUES promotional efforts. All merchandise development will be covered by separate agreement(s).

15. GOVERNING LAW: This Agreement shall be governed by the laws and in the courts of the State of Missouri and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the Agreement shall take place in the city of St. Louis, in the State of Missouri.

16. This agreement constitutes the entire agreement between STLBLUES and the JJB and no statement, promises or inducement made by any party hereto which is not contained herein shall be binding or valid and this contract may not be enlarged, modified or altered, except in writing by both the parties hereto.

17. STLBLUES shall have the option to continue this agreement for an additional period of 1 year upon the same terms and conditions herein set forth, provided JJB agrees to such option.

18. ‘Just Cause’ Termination: This agreement shall terminate upon the occurrence of any of the following:

1. STLBLUES fails to perform its obligations to the satisfaction of JJB (under item 7), provided JJB gives written notice of the obligations not being met, and STLBLUES does not cure such failure within 30 days.
2. JJB fails to perform its obligations to the satisfaction of STLBLUES (under item 5), provided STLBLUES gives written notice of the obligations not being met, and JJB does not cure such failure within 30 days.
3. STLBLUES may terminate this agreement if JJB fails to appear at a booking pursuant to item 5.
4. Buy out and/or actions taken in reference to the purchase of this contract will be based upon “bookings under contract” within the current STLBLUES agreement calendar year, the determined brand equity and goodwill. The value of this contract shall be negotiated between parties interested and arbitrated if warranted.

19. All notices required by this agreement shall be in writing sent by email and by ordinary U.S. mail with proof of mailing retained by sender.

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGREED TO AND ACCEPTED

For: The Jeremiah Johnson Band For: Manager/Agent

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Signature Signature

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