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# 2

## AGENTS, MANAGERS, AND ATTORNEYS

### LEARNING OUTCOMES

1. Describe the role and regulation of talent agents.
2. Discuss the challenges managers face when trying to avoid acting as unlicensed agents.
3. Describe the different ways that someone might find the name of a qualified reputable entertainment attorney.
4. Name the professional associations that managers and agents typically join.

There are a lot of *business* activities in the music business. At the early stage, recording artists usually have to wear multiple hats, trying to manage both their creative and business activities. As their professional careers develop, they quickly realize that they need a team of people around them who have the knowledge, experience, relationships, and time needed to properly manage the business side so they can focus mainly on the creative side. There is much work to be done: negotiate record deals and music **publishing** contracts (or self-release and self-administer), book live performances, arrange travel itineraries, license merchandise and product endorsements, maintain fan and press relations, and land movie and TV acting **gigs**. For all this, they engage a team of assistants and professional representatives, which may include a personal manager, agent, *business manager*, *road manager*, attorney, and publicist. The services that these support personnel perform often overlap and intertwine. The savvy creator makes sure to stay close enough to the business side of things to continually assess if members of the support team are doing an effective job.

The job of these professionals is to maximize artist earnings and relieve the artist from directly overseeing complex financial and business activities. This can come at a cost of 20% to 30% (or more) of an artist's earnings if a full array of representatives are hired at typical rates. The type of support needed and the cost of the support will be different during different stages of the artist's career. The relationship between the artist and the team member is expressed in a contract. As with all contracts, it's important to agree on the scope of services to be provided (and thus understand what is *not* included), the compensation to be paid, and the length of the agreement (such as a specific end date or conclusion of a range of activities, such as covering multiple albums or tours for performers).

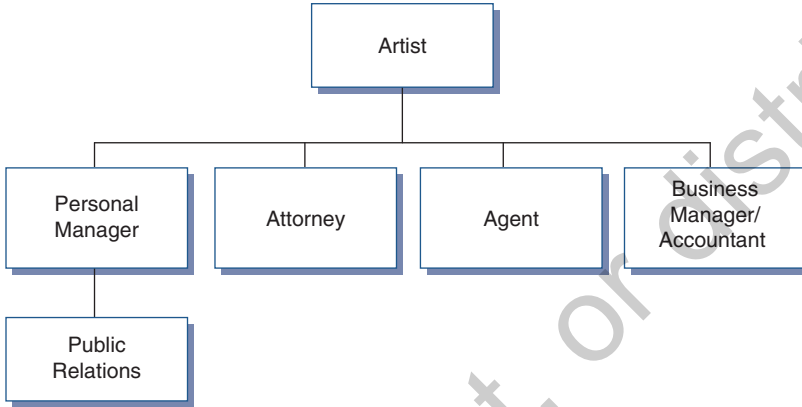
Endeavor, one of the largest talent agencies in the world, was listed on the New York Stock Exchange in 2021.

Richard Levine/Alamy Stock Photo

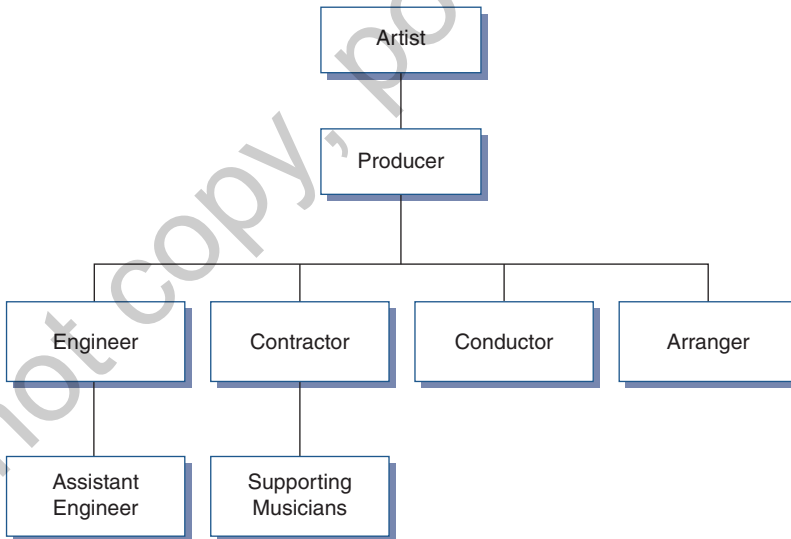
Representation deals can be finalized by a long-form contract, a short *deal memo* containing key deal terms, or a handshake with no paperwork.

In this chapter, the roles of agents, managers, and attorneys are defined and discussed as they relate to the arts and entertainment industry. In the music industry, artists, musicians, producers, songwriters, composers, lyricists, and top recording *engineers* might seek one or several of these services. Figure 2.1a–c illustrates possible configurations of an artist’s team of professional assistants.

**FIGURE 2.1A ■ The Team**



**FIGURE 2.1B ■ The Team in the Studio**



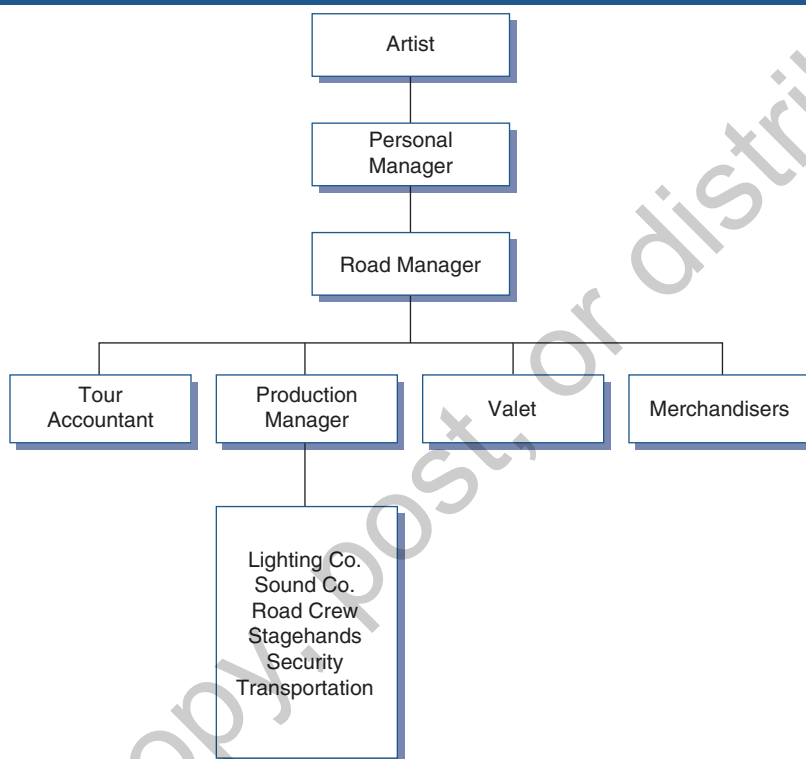
## AGENTS

An **agent** represents clients by seeking employment for them and, as an employment agent, may be regulated by state labor laws. Agents go by various names. Many people refer to them as booking agents or talent agents. They are broadly known as the person or company who is in the full-time business of procuring employment primarily for performers, writers, producers, and directors. In the music industry, talent agents work primarily in



booking live performances of artists, whether at clubs or concerts, and product endorsements that can involve TV and radio commercials. Their fees are typically 10% of artist income from concert tours and product endorsements. Music talent agents generally do not negotiate recording contracts (there are some exceptions), songwriting activities, or licensed merchandise. They are also not particularly involved in overall career guidance (unlike film and TV agents).

**FIGURE 2.1C** ■ The Touring Team



The talent agent's primary job is to serve as the middleman between artists and talent buyers. They are the negotiator who knows what an artist is worth and what the buyer is willing and able to pay. The agents who are most successful over the long run have earned the respect and confidence of both buyers and sellers. Agents need to work closely with other members of the artist's team, such as the manager and attorney.

### Types of Agencies

Talent agents and agencies vary in several ways. They may be small companies with anywhere from one to a handful of agents and a small number of clients. These are called **boutique agencies** and they usually focus on only one type of talent. For example, boutique firm the Gorfaine/Schwartz Agency (GSA) just focuses on composers, songwriters, *music supervisors*, music producers, and music editors, while Primo Artists focuses solely on classical artists. Agencies may also be mid-to-large-size companies that employ hundreds of people, have offices in multiple cities, and represent many different categories

of talent, such as music artists, actors, directors, and comedians. These are called **full-service agencies**. The largest of them, referred to as the “Big Three,” are Endeavor (formerly known as William Morris Endeavor Entertainment, aka WME), Creative Artists Agency (CAA), and United Talent Agency (UTA). Two other large agencies with a strong music focus are Paradigm Talent Agency and Agency for the Performing Arts (APA). These large agencies handle hundreds of artists and gross hundreds of millions of dollars a year.

Agencies come and go over time. New ones are often started by agents who have left other agencies to create their own or by people who interned or worked at an agency in a non-agent role. As is the case with most small businesses, new agencies typically focus narrowly to start with, such as on one style of music or one city or geographic region. They are also more likely to work with talent who are at an earlier stage of their career. Established agencies may merge with others or acquire other smaller agencies. Some notable examples are the William Morris Agency merging with Endeavor, then acquiring IMG and the Harry Walker Agency, and UTA’s acquisition of the Greater Talent Network (GTN).

## Regulation of Agents

Modern talent agents are professionals whose success is measured, in large part, by the success of the talent or business entity they represent. This sector of the music business is one of the few which is heavily regulated by law. Talent agents have come a long way from the stereotypical cigar-smoking, alligator shoe-wearing, unscrupulous individuals that are now only seen as characters in old movies.

### Statutory Regulation

Agents and artist managers proliferated early in the last century, with the rapid growth of the movie industry. In the early days, agents regularly engaged in shady business practices. Wages would be skimmed by the agent or never paid to the talent, and collusion between agents and employers would occur. Performers would be dispatched long distances to jobs that never existed. Because California was the epicenter of the movie industry in the United States, it was one of the first states to grapple with abuses, enacting a series of reforms beginning as early as 1913, with the Private Employment Agencies Law. Since then, the California law has been amended a number of times, changing the rules and the terminology used to describe what is now called a talent agent. In 1978, the California Talent Agencies Act was passed, establishing some of the most restrictive regulations of agents in the country.

Today, in addition to California, 21 other states have laws regulating the operation of talent agents, typically requiring an agent to obtain a license from the state. Some states have exceptions for attorneys acting as agents, family members acting as agents, and agents representing only one client. The licenses have different requirements by state and may include things like requiring an agent to maintain a trust account for the holding of wages received for an artist but not yet paid to them. California, for example, requires that an agency obtain preapproval from the Labor Commissioner of all form contracts they will have clients sign. Penalties for not complying with licensing requirements can range from civil fines and the cancellation of contracts to criminal penalties. The laws are typically included under a state’s business or labor laws. The Association of Talent Agents (ATA) maintains a list of the different requirements by state on their website, [www.agent-tassociation.com](http://www.agent-tassociation.com).

## Union Regulation

In addition to state laws governing persons engaged in agency activity, talent agents representing union musicians are heavily influenced by the various performers' *unions* and *guilds*. The organizations most involved with respect to music are the American Federation of Musicians (AFM) for instrumentalists and the Screen Actors Guild - American Federation of Television and Radio Artists (SAG-AFTRA) for singers. These organizations either strongly urge or fully restrict their members to only sign up with agents who are franchised or "licensed" by the union. The requirements to become a **franchised agent** differ by union, but the following are typically found in the franchise agreements, which then must be incorporated into the agreements between the agent and artist:

1. A cap on the **commission** charged. For example, SAG-AFTRA historically has applied a 10% ceiling on commissions applied to the artist's gross compensation. AFM allows a 20% commission on one-night gigs and 15% if the job runs 2 or more days per week for the same employer. In cases where AFM agents have a Federation Personal Management Agreement with AFM musicians, the AFM will allow an additional 5% commission.
2. A cap on the contract duration. Contracts are limited to 1 or 3 years depending on the union.
3. A bar on the agency collecting fees from producing work involving the artist.
4. A requirement that funds the agent collects on behalf of the artist must be held in a trust or escrow account until they are paid to the artist.

## Agency Agreements

When a music artist agrees to have an agent represent them, the scope of the representation must be agreed upon. The big talent agencies try to represent artists in all fields of entertainment, including concerts, television, recordings, films, commercials, video games, publishing, licensed products, and product endorsements. A music artist signing with a full-service agency may negotiate for **carve outs**, such as excluding music publishing, composing, and TV acting from the contract. It is also possible for an artist to work with an agency on a nonexclusive basis or even with no written agreement at all—a so-called handshake agreement, unless doing so would violate a state or local law. An agency might work with an artist in a limited or specific territory or kind of performance. An example of this kind of limited representation would be an artist who retains an agency to book live performance tours in a certain territory or for a specific tour but who does not use that agency for deals involving other territories, movie companies, or commercials. For pop/rock tours, large agencies sometimes join forces with small agencies to jointly administer the tour.

In the process of signing an artist, an agency may present them with one or more contracts to sign. If the agency is franchised by one or more unions, including AFM and SAG-AFTRA, as well as other unions like Actors' Equity, it will require the artist to sign a bundle of different agreements, each for different types of employment with terms approved by the different unions and the agency's own General Services Agreement (GSA). The GSA is something of a catch-all, applicable to work beyond

the scope of the union contracts. The two music-related union agreements are the following:

1. American Federation of Musicians (AFM) Booking Agent Agreement
2. American Federation of Television and Radio Artist Standard (AFTRA) Exclusive Agency Contract (adopted by SAG-AFTRA)

Altogether, the agreements generally provide that the agency serves as the music artist's adviser and representative with respect to certain types of employment activities and has a duty to use all reasonable efforts to secure the artist employment. In exchange for these services, the agency will typically keep a commission of 10% (and occasionally up to 15% or 20%) of the artist's gross income from work generated by the agency or otherwise eligible for commission. Other important deal terms include how long the agreement will last, whether the artist's approval is required prior to the agency committing the artist, the conditions under which the contract can be terminated, how any disputes are to be resolved, and under what circumstances the agency has the right to assign the contract to a third party. Agents are generally considered to have a **fiduciary** relationship to the artist, which means that they must act in the best interest of the artist.

Artists frequently change agents and agencies in the hope that new representation will further their careers. Often, lesser names feel they get lost in the shuffle of a big company whose focus is on finding work for its big earners. The major agencies are aware of these negative views of their operations and attempt to offer each of their clients the personal attention of at least one particular agent on their staff who is assigned to keep the artist working and happy. The Standard AFTRA agency agreement, for example, requires that the firm name the specific agents who are to handle the affairs of the musician under contract. On occasions when agents change companies or break off and set up their own firms, it is particularly disruptive to their artist clients who have often built personal relationships and confidences with the agents over time. When the agent leaves, it is a common occurrence for the artists to seek termination of their contracts with the agency, declaring their intention of following the agent. When this has led to a legal battle, the courts have tended to side with the artist, recognizing that in the employment field, the element of personal relationships is entitled to special **consideration**. Many artists insist on inserting a **key person** clause (formerly called a key man clause) into their agency agreements, giving the artist the right to terminate the agreement if the specific agent is no longer with the agency. While the key person's importance to the agency is cemented in such agreements, the agency as an organization may object to this clause because of its negative business impact on the agency overall.

## MANAGERS

The arts and entertainment industry engages a number of different kinds of managers. The most influential among them is the artist's personal **manager**, usually referred to as simply the *manager*. In the music business, they are sometimes also referred to as music managers. Personal managers are expected to perform tasks ranging from helping negotiate multimillion-dollar contracts to advising on wardrobe and makeup. They are typically compensated by taking a **commission** of anywhere from 10% to 25% (most typically 15% to 20%) of the gross revenue an artist earns across the artist's entertainment-related activities. Managers of less famous stars may earn a higher percentage than otherwise, since

they invest more effort in building a career at a time when the artist's earnings are low. This chapter limits the discussion of personal managers to how they are regulated by state laws and artists' unions. The way management contracts are negotiated and how managers advance the careers of their clients is explored in Chapter 4 Artist Management.

## Regulation of Managers

Regulation of personal managers is loose, and professional competence may vary broadly between managers. This segment of the industry is rife with complaints of manager wrongdoing, particularly when young artists have inexperienced family or friends as managers. Once the artists become stars and move on to work with better-connected and experienced managers, they often battle pay claims from their earlier managers, which usually assert the right to collect a portion of the artists' future earnings. This can happen if the first management contracts were not well crafted and thus subject to various interpretations. Like agents, personal managers are generally considered to have a fiduciary relationship to the artist, which means that they must act in the best interest of the artist.

## Statutory Regulation

Few states regulate artists' personal managers, which is in sharp contrast to the 22 states that regulate talent agents. However, the way that states that regulate agents define the behavior of procuring or securing employment can have a huge impact on the activities of personal managers. It is generally the *behavior* of the person or company procuring or securing employment that subjects them to regulation, not whether they call themselves an agent or a manager. For example, in some states, helping the artist secure a recording contract may be considered securing employment, or the state may have a specific exception for this, as is the case in California. In New York, the talent agent regulations have an exception for managers when the seeking of employment activities are only *incidental* to the business of managing, which they frequently are. The association of North American Performing Arts Managers and Agents (NAPAMA) has a list of which states have regulations impacting personal managers on their website, [www.napama.org](http://www.napama.org).

Personal managers are responsible for advising and counseling their clients about their overall careers and longer-term objectives. But booking gigs is important to clients, so it is difficult for personal managers to completely separate themselves from assisting with or performing that activity. The line between assisting an artist with their career and securing employment for them is blurry. If a personal manager operating in a state that regulates agents wants to book gigs for an artist, they likely need to obtain a talent agent's license in order to avoid breaking the law. But then the manager would have to function under the constraints imposed by artists' unions on talent agents, including limiting their commission to the amounts approved by the unions, which are typically lower than what a manager usually collects. One way that managers protect themselves from this legal quagmire is to require the artists they manage to also have an agent and ensure that employment is secured in conjunction with the agent, other than securing recording and music publishing deals. In California, this approach triggers a legal *safe harbor* that protects the manager. Another way is to consider going into business with the artist, creating a business enterprise that they co-own, especially if the manager is planning on investing a significant amount of time and their own money into an artist who is currently earning very little.

Personal managers put a lot at risk if they behave like an agent without being licensed to do so. If an artist seeks to cancel a management agreement by alleging that the manager acted



as an unlicensed agent and the court or regulatory body adjudicating the matter agrees, the manager will likely find their management agreement rescinded (aka canceled or voided). When that happens, the parties go back to how they were before they entered into the agreement, which effectively means that the manager was not entitled to the commissions they collected and may have to repay them and that the artist is free to find another manager. There are many examples of this happening. In 2008, an important legal case was decided in California, involving the TV actress Rosa Blasi and her decision to stop paying her manager their commission, claiming they provided unlicensed employment services. In the ruling, the court confirmed that California law did not require a management contract to always be rescinded entirely, where the manager engaged in isolated instances of unlicensed procurement. In those cases, it may be fair to allow the management agreement to continue in part (for the legal and unregulated management activities) while canceling the agreement in part (for the illegal unlicensed activities). The effect of this would be to deny the manager their commissions on revenue earned by the artist from the illegally secured employment while allowing everything else with respect to the agreement to remain in place. This case was a partial victory for artist managers, who still generally remain unhappy with the California law. In 2012, the National Conference of Personal Managers (NCOPM) filed suit against the state, challenging the law as being unconstitutional, but their efforts were unsuccessful.

### Union Regulation

The two main musician's unions have approached personal manager regulations differently. AFM does not franchise (license) personal managers. In its agent franchise agreement, it allows agents who have also entered into a union-approved personal management agreement with an artist to keep an additional 5% commission. Beyond that, AFM does not get involved, although there have been calls for them to do so from some of their members. SAG-AFTRA published a voluntary Personal Manager Code of Ethics and Conduct in 2014, which provided managers with the option of signing it to create an acknowledged



The artist Steely Dan and their team, including their producer, publicist, booking agent, and managers, show off the evidence of their collective success in 1973.

Michael Ochs Archives/Getty Images

relationship with the union and enjoy benefits like being included on an official list of managers and having access to the union's free mediation service. However, it was met with swift vocal opposition by the personal manager trade associations, which felt the code harmed them, their clients, and the entertainment industry, and was described by one association as dead on arrival.

## ATTORNEYS

Entertainment business attorneys play a key role in helping artists navigate the intrinsic steady stream of legal transactions occurring in the music business. Law firms generally provide two types of services to clients: litigation services and transactional services. In litigation, attorneys enforce the rights of their clients in court cases (or threatened court cases) over *copyright*, contract issues, and disputes over rights to names. Relatively few disputes escalate to the point where litigation is required. The bulk of day-to-day legal work is transactional, involving the negotiation and drafting of contracts, registering copyrights, researching suspected copyright infringement, assisting in vetting client work to ensure originality, and sorting out co-ownership issues when artists collaborate. Although some firms specialize in entertainment litigation, most entertainment practice falls into the transactional category.

Entertainment attorneys tend to specialize in chosen subareas of the business. Some work primarily with issues of *intellectual property*, including copyright and trademark. Some focus on music, negotiating with recording and publishing companies. Others work with clients who are involved with the theater or TV or movies. Law firms frequently employ several attorneys with different entertainment specialties so all of a music client's needs can be met within the firm. Specialized attorneys have the advantage of drawing on experience to understand what deal points the other party may concede and what may be a line in the sand that can't be crossed. In fact, most attorneys would prefer to battle a knowledgeable adversary rather than a naïve newcomer. Although a licensed attorney is legally permitted to practice in multiple areas of law (such as real estate or tax), most music attorneys stick to their branch of specialization. For non-music issues, a client may be referred to another attorney in the same firm or another firm altogether.

The majority of experienced entertainment attorneys are found in the major recording centers in the United States: New York City, Los Angeles, and Nashville. Growing populations can be found in other cities like Atlanta and Austin. Intellectual property attorneys are less clustered geographically, except for Washington, D.C., where attorneys working for or closely with the U.S. Copyright Office and U.S. Patent and Trademark Office are based. In Canada, entertainment attorneys practice mainly in Toronto and Montreal.

### Retaining Legal Counsel

How can someone go about finding a qualified attorney? A good starting point is to check with colleagues and mentors in the business to see who they recommend. Beyond that, do some research. Some state bar associations give attorneys an opportunity to earn the right, through a significant vetting process, to represent themselves as certified in specific areas of law, such as intellectual property. *Billboard*, the top industry trade publication in the United States, publishes an annual list of Top Music Lawyers. Local and state bar associations sometimes have groups within them (called sections or forums) focused on entertainment or intellectual property law. For example, the Los Angeles County Bar Association has a specialized entertainment law and intellectual property section, and the

Florida, Texas, and New York bar associations each have groups focused on entertainment law. At the national level, organizations like the American Bar Association's (ABA) Forum on the Entertainment & Sports Industries, the Black Entertainment and Sports Lawyers Association (BESLA), and the Copyright Society of the U.S.A. provide great resources, including lists of their members. It is prestigious for an attorney to have an article they have written published by one of these organizations or to speak at a conference hosted by them, so be on the lookout for those individuals.

When considering a particular attorney, these questions might be asked:

1. What is the prospective attorney's reputation, and how reliable is the source of your information? Is it objective? Find out which attorneys already represent successful artists, managers, and companies in the business since their preexisting contacts can open doors. Read the music trade news to see who is active in the field, check online listings, and view individual law firm websites.
2. Is the prospective attorney sufficiently experienced in the music field to look out for the musician's interests in publishing, recording, live performance, and foreign rights?
3. Is the prospective attorney savvy about the nuances of copyright protection?

As the role of the music attorney has significantly expanded over the decades, some clients retain attorneys primarily for their inside-industry connections. In some arrangements, the attorney may be providing more business than legal guidance, taking on tasks related to artist management or rights *administration* or pitching the artist to record companies **or** *music publishers*. Before employing an attorney, be sure to know precisely what services may be provided.

### Payment Options

Artists and other creators are often reluctant to hire an attorney because of the cost involved. Attorney fees can easily exceed thousands of dollars per transaction, which might be greater than the revenue of a deal for a client at the bottom of the music industry ladder. How much is an attorney entitled to charge for services? State bar associations publish guidelines for their members. When proper legal advice or services are imperative and the transaction involves enough revenue to justify professional fees, the client has several payment options.

1. Paying an hourly fee. This is the most common. Before running up a bill, the prospective client should simply ask the attorney, in an exploratory meeting, what they charge per hour and how many hours the service they are going to provide is likely to involve. If ongoing legal services are needed, the client may place the attorney on a monthly retainer so that expenses are predictable. With a retainer, the attorney is paid a lump sum in advance of the work to be done, and they then deduct their hourly fees from the retainer as they perform the work. If there is money left over once the work is done, it must be returned to the client.
2. Paying a fixed fee to complete a specific transaction. In this case, it is important to agree clearly what the fee is and what the outcome of the work being performed will be, such as a negotiated and signed agreement or the sending of a cease-and-desist letter.

3. A contingent payment plan that is pegged to a percentage, typically 5% but sometimes higher, on specified aspects of a deal being negotiated. For example, the percentage could be applied to the recording budget or artist advance in a recording contract. Such contingency arrangements may include a minimum fee specified by language, such as “but, in no event, less than X dollars.” All **contingent fee** agreements must be in writing. When the client is a production company or film producer, the attorney might “**participate**,” a term used in the industry to describe sharing in an investment in a project or a company. A participating attorney might charge no legal fee but take *points* instead, which means they will receive a small percentage (a point means a percentage) of specified deal amounts being negotiated. The attorney may have a central role in finding a deal for the artist by pitching them to record and publishing companies. If that is the case, the attorney deserves compensation for legal services that are contributing to the artist’s success.

### Form of Organization

When an attorney accepts a client, one of the first tasks in many entertainment industry situations is to determine the best legal structure and employment status for the client. In business and legal relationships, will the client be best served by being self-employed, a partner, proprietor, or *independent contractor*, or would the client’s interests be better served by forming a corporation or taking part in *joint ventures*? The client (who may be a group of persons) will need the attorney to explain the advantages and disadvantages of these options.

### Contract Negotiations

As pointed out, nearly all significant events in the entertainment industry involve the negotiation of contracts. And that is the business of attorneys. The number and kinds of contracts commonly used in the industry are extensive. Typical agreements include the following:

Composer with a publisher, coauthor, or employer

Music supervisor, arranger, producer, and others involved in music recording services with employers

Performer with employer, agent, *promoter*, producer, performing group, attorney, broadcaster, merchandiser, advertising agency, publicist, record company, or publisher

Producer with a record company, performer, recording studio, production company, publisher, *distributor*, merchandiser, or attorney

Talent agent with a performer, promoter, club owner, producer, production company, or film company

Personal manager with an artist, business manager, road manager, accountant, or auditor

### The Adversarial Relationship

Individuals entering into contract negotiations are, by definition, adversaries. They may be the best of friends, but once they start negotiating a legal agreement, the parties should seek every legitimate advantage available. Contract negotiations need not be unfriendly



encounters, but the parties are advised by their attorneys, as a rule, to go for whatever they can rightly get. Having worked on many previous deals, knowledgeable attorneys representing each party start out with an idea of what all parties will get in the end, even if they do not immediately volunteer this estimate in back-and-forth negotiations.

### Conflicts of Interest

Each party entering into contract negotiations should have separate legal counsel. When one attorney attempts to represent both parties, there may be difficulty serving them impartially. The American Bar Association's Code of Professional Responsibility and most state bar associations' codes of ethics assert that in the absence of full disclosure and an agreement signed by all parties, attorneys should not represent adversaries and should urge prospective clients to retain their own attorneys. This is particularly important in situations where multiple interconnected and dependent contracts are entered into simultaneously. Disputes can arise about the legitimacy of transactions where **conflict of interest** by negotiating attorneys exists. Often, these conflicts are inadvertent. When conflicts occur, courts have sometimes found that an attorney had taken advantage of the client's ignorance and subsequently determined that one or more of the contracts is unenforceable.

While clients may ask their attorneys to recommend agents and managers, frequently the attorney offers some of the same services. It is not unusual for an attorney to agree to administer the client's publishing company, for example. In general, an attorney attempting to provide a client with two different kinds of professional services is exposed to potential conflicts of interest, but this can be handled if discussed in depth in advance and the client provides a waiver. Bar associations have rules regarding what must happen before an attorney can enter into a business transaction with a client or knowingly acquire a financial interest in an artist's enterprise. If an attorney provides extralegal services or enters into business or investment deals with a client, they are required to follow all legal ethics rules as required by their license to practice law.

### Termination

The law provides that a client can discharge (fire) an attorney at any time. But some courts have held that the discharge of the attorney does not necessarily discharge a former client's obligation to pay the attorney. For example, dismissing an attorney where a contingent fee arrangement is in place can become sticky for the client. In this kind of situation, the former client will probably have to continue paying the attorney, after discharging them, on earnings flowing from contracts negotiated before the parties went their separate ways. Whether or not a contingent fee is involved, a client who discharges an attorney should send written notice of termination. Where the artist is retaining a new attorney, the former attorney should be asked, in the notice of termination, to forward all material in the client's file to the new attorney. Bar associations view this kind of procedure as a matter of professional courtesy.

## PROFESSIONAL ASSOCIATIONS

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Individuals who are interested in working in the artist management or talent agency segments of the industry need to become familiar with the professional associations serving this community.

- International Music Managers Forum (IMMF) and the related Music Managers Forum US (MMF-US)
- National Conference of Personal Managers (NCOPM)
- Talent Managers Association (TMA)
- International Artist Managers' Association (IAMA)
- North American Performing Arts Managers and Agents (NAPAMA)
- Association of Talent Agents (ATA)

## CHAPTER TAKEAWAYS

- Talent agents seek employment for music artists, primarily in the field of live performance, and are heavily regulated.
- Managers guide careers and, depending on the jurisdiction and contractual obligations, may be prohibited from negotiating employment for clients. This restriction is most often an issue in California.
- Attorneys negotiate the many contracts that support the music business. Some attorneys are hired as much for their relationships and business skills as they are for their legal knowledge.

## KEY TERMS

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boutique agencies (p. 25)

carve out (p. 27)

commission (p. 27)

conflict of interest (p. 34)

consideration (p. 28)

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key person (p. 28)

manager (p. 28)

participate (p. 33)

publishing (p. 23)

## DISCUSSION QUESTIONS

1. What different functions do agents and personal managers serve, and which position is the most heavily regulated?
2. How can someone determine if an attorney is knowledgeable and experienced in dealing with legal matters related to music, and why is that important?
3. Discuss reasons contract negotiations, even between the best of friends, should be handled by independent legal counsel.
4. What examples of music business activities might involve all three of the members on the artist's team (agent, manager, and attorney) interacting with each other?