

Upward & Onward Entertainment and Management Consulting Agreement

UPWARD AND ONWARD PRODUCTIONS LLC.

This Entertainment and Management Consulting Agreement is entered into as of _____, by and between Upward and Onward Productions LLC. (hereinafter referred to as “the Company” or “us”) and _____ (referred to as “Artist” or “you”).

1. **Engagement:** Manager agrees to render such advice, guidance, counsel, direction and other services as Artist may reasonably require to further Artist’s career as aforesaid, including but not limited to the following services:

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

(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;

(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 advise Artist as to the selection of accountants and public relations firms, as well as other persons who may be retained in connection with Artist’s artistic, business and financial affairs in the Entertainment Industry.

2. **Manager’s Compensation:** As compensation for services to be rendered to Artist by Manager hereunder, Manager shall receive from Artist (or shall retain from Artist’s Gross Earnings) during the Term and thereafter without any limitation of time, a sum of money equal to _____ or _____ percent (___%) of Gross Earnings (“Manager’s Commission”) earned or received by or on behalf of Artist or credited to Artist’s account, whether such compensation is received during or after the Term.

3. **Assignment:** Manager shall have the right to assign this Agreement to any person, corporation or entity which is formed by Manager or into which Manager merges or which Manager now or hereafter owns, acquires or controls, in whole or in part, or of which Manager acquires a substantial interest in the assets, or by which Manager is hereafter employed. Artist shall not have the right to assign this Agreement or any of Artist’s rights hereunder, and any attempted assignment shall be void.

(a) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute the same instrument.

4. Manager hereby agrees to advise and counsel Artist in the development and advancement of his/ her professional career and to use reasonable efforts to procure employment and to negotiate for Artist, as aforesaid.

5. Artist hereby agrees that Manager renders services to Artist during the terms hereof.
6. Manager hereby agree to deliver to Artist an executed exact copy contract.
7. **Miscellaneous:**

(a) In entering into this Agreement, and in providing services pursuant hereto, you have and shall have the status of an independent contractor and nothing herein contained shall constitute you as the Company's agent or employee;

(b) Nothing contained herein shall constitute a partnership between or a joint venture by the Company and Artist;

(c) Artist agrees to execute any additional agreements as necessary to effectuate the rights granted to the Company in this Agreement including but not limited to letters of direction, copyright assignments or authorization letters.

You acknowledge that (i) you have had ample time to retain counsel and have done so; (ii) such counsel has reviewed this Agreement with you and has acted on your behalf and pursuant to your instructions when negotiating the provisions of this Agreement; and (iii) you have read this Agreement and have been fully and completely advised with respect to the consequences of entering into this Agreement.

ARTIST:

Date: _____

Name (Print): _____

Signature: _____

COMPANY:

Date: _____

Name (Print): _____

Signature: _____

on behalf of Upward and Onward Productions LLC.

Artist's initials: _____