

EGOMANIA RECORDS CONTRACTOR AGREEMENT

The Business Of Rock And Roll ®

www.egomaniarecords.com
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If you would like to join Egomania Records and be listed online, please phone for info.

This is not an online signup form.

It is the Contractor Agreement, provided as a courtesy for you to peruse before you join.
It should be signed in hardcopy by both parties, Jon Dunmore and the contractor.

Agreement between Jon Dunmore, Owner of Egomania Records (ER) and Artisan named below:	
Artisan Name:	
Artisan Company Name:	
Signing Date:	
Agreement Expiry Date (one year hence):	
Original Joining Date (if signing amended doc):	
Henceforward, the contractor named above will be referred to as 'Artisan' and Jon Dunmore and Egomania Records will be referred to as 'ER'.	

01. Term of Agreement

- a) Artisan's contractorship in ER will expire exactly one year from the date of the signing of this document.
- b) The Artisan will be informed of their contractor expiration date one month in advance of the expiration date.
- c) To retain contractorship with ER, the Artisan must sign a new Agreement.
- d) If the Artisan wishes to leave the ER company as a contractor, they may do so only after the Agreement lapses and then do not sign a new Agreement. Although it must be noted that any clients the Artisan accrued through ER during the term of this or any previous signed Agreements shall remain clients of ER in perpetuity. [See Clause 6: 'Retained Clients'.]
- e) The Artisan cannot terminate this signed Agreement with ER before its expiry date. (It is a non-paying membership, so the Artisan does not "lose" anything in remaining contracted to ER.)
- f) If major addenda are inserted into this document after an Artisan has signed with ER, Artisan is required to sign an updated version of this document, but may retain their original signing date as their joining date.

01-a. Egomania Records Website listing

- a) There will never be a fee attached to Artisan basic online listing with Egomania Records, as long as this Agreement is current.
- b) ER shall grant each Artisan as much space online as required to promote the Artisan's services (contingent on their ER listing continuing to generate income). The Artisan must be aware that if their ER website promo becomes too extensive, arrangements for an exclusive website for the Artisan may be made between ER and the Artisan.

02. ER Commission Fees

- a) ER will retain 10% commission from all work secured by the Artisan through the ER company.

- b) This commission will be applicable to all services offered by the Artisan, except in these cases:
- - - i. where tangible goods or accessories may be involved and where 10% of the gross income may negate 100% or more of the Artisan's PROFIT MARGIN. In these cases, ER will make arrangements to deduct 10% from the Profit Margin as opposed to the Gross Income [Also see Clause 5: "Minimum Fee".];
 - - - ii. when supplies are charged to the Client by the Artisan, these 'supplies' costs are not under charge to ER commission (e.g.: The Client wants CDs of their rough mixes and the ER Producer needs to charge the Client for these CDs - these charges are not applicable for ER commission);
 - - - iii. per diem payments from the Client to the Artisan;
 - - - iv. supplies or equipment provided by the Client to the Artisan.

03. Artisan Referrals

- a) CLIENT REFERRALS of the Artisan to other Clients [See Clause 7-e].

04. Client Contact

- a) Prospective clients do not have access to the Artisan's direct contact information through their ER online listing.
- b) When Clients express interest in ER services/Artisans, ER contacts the prospective client and the Artisan who best suits the project or the Artisan chosen by the Client.
- c) NOTE: ER should not be regarded as a conduit for "personal" contacts; i.e. though family members or long-lost friends of the Artisan may contact the Artisan through ER, please note that ER will not forward e-mails or phone messages from the sending party to the Artisan.

04-a. Payment Method

- a) Clients make payments to ER, whereupon ER will deduct 10% from the gross pay and forward the remainder 90% onto the Artisan.
- b) The Client is put in contact with the Artisan, to discuss the project, as well as arrive at an Agreed Fee. (At this stage, the Client has been informed the quoted fees are to be paid to ER.)
- c) The Artisan is to keep in constant contact with ER regarding Agreed Fees and other details of the project, so that ER may make out a detailed Work Order or Invoice to the Client. All administrative duties are overseen by ER and the Artisan is not required to do any paperwork regarding the prospective client's project (unless they wish to, for their own records).
- d) As the Artisan is the person ultimately quoting the fee, the Artisan will be aware of exactly how much commission will be deducted. With this system, there should be no insecurity on the part of ER or the Artisan regarding misappropriated fees.

04-b. Payment to Artisan

- a) PAYMENT TO ARTISAN: Wages to ER Artisans are paid on a monthly basis and are calculated on all the Artisans' jobs through ER from the first day of a month, to the last day of the same month, inclusive.
- b) Payments to Artisans are executed in the form of checks from ER (or Jon Dunmore) and are made out once a month, after the last day of each month. For this reason, all e-mail correspondence between the Artisan and ER (including confirmations of gigs, Agreed Fees, dates worked, etc.) should be retained until payment has been received for those projects, as written proof for payment.
- c) Wages for ER Artisans are posted via regular United States Postal Service no more than three working days after the last day of each month. ER Artisans

should expect their monthly wages to reach them no less than five working days after the last day of each month.

- d) ER makes its checks payable to the name of Artisan, unless otherwise requested. Artisans are welcome to have their paychecks made out to a company name, institution, or person of their choosing, other than themselves.

05. Minimum Fee

- a) There is a minimum fee that ER must receive from every Artisan commission; the minimum fee is \$5.00.
- b) The \$5.00 fee is not "in addition to" the 10% commission, but rather, "in lieu of" the 10% commission, if the 10% commission is under \$5.00.
- c) The Minimum Fee of \$5.00 shall also apply to outgoing commissions from ER to Artisans.

06. Retained Clients

- a) All clients secured by the Artisan through ER during the term of this Agreement (and previous signed Agreements with ER) remain clients of ER even after the Artisan may choose to leave the ER company. This is clarified with all Clients who work with the Artisan during his/her contractorship with ER.
- b) If an ex-Artisan of ER wishes to work with Clients accrued during their affiliation with ER, the Client will still pay ER the ex-Artisan's gross pay, from which 10% commission will be deducted by ER and 90% forwarded to the Artisan.

07. Non-Exclusivity

- a) This Listing Agreement does not preclude the Artisan working with, or being listed with, other agencies, management companies, bands, production companies, online listing sites, industry directories, etc. and does not affect the Artisan's status as a freelance independent contractor.
- b) This Agreement only concerns itself with the Artisan's income as a result of being contacted through ER, or with income generated by ER solicitation.
- c) All other income of the Artisan is not infringed upon by ER.
- d) ER does not infringe upon the copyrights, publishing rights or creative control of the Artisan. All original material owned by the Artisan and copyrighted and trademarked by same, remains the property of the Artisan.
- e) Notwithstanding the above classification of the Artisan as a "freelance independent contractor", it must be noted that during the term of this Agreement ANY CONTACTS for future work which the Artisan makes at a job which ER secured for the Artisan, are to be regarded as ER CLIENTS, as the Artisan is representing ER at that particular job where the contact was made. These referrals, prospects, inquiring clients should be referred to the ER offices should they wish to hire the Artisan.
 - - - i. Contact numbers may be exchanged with the prospective client, but it is up to the Artisan to alert ER to the prospective client's interest and forward that contact information to the ER offices.

08. Management / Agency Representation Commissions

- a) Should an Artisan wish ER and/or Jon Dunmore to personally represent them in relation to prospective clients, in the capacity of manager and/or agent, etc., the commission for ER for that particular job/client will be 15%, instead of 10%. (NOTE: This is not an ongoing percentage, but serves as "expense fees" for ER discussing all the finer details of the Artisan's project with the prospective client, income negotiations, personal meetings, phone calls, travel, et al. The Artisan is

then only required to come in and perform their job; no negotiation or questions required.)

- b) If any situation presents itself where you, as the Artisan, would like to take advantage of this facility, please alert ER in advance of first contact being made with the prospective client.

09. Cancellation of Gigs

- a) If Client cancels a booking **prior to two weeks** before its scheduled date, NO MONIES shall be owed to the Artisan from ER.
- b) If Client cancels a booking **within two weeks, but prior to two (2) days**, of its scheduled commencement date, ER shall pay the Artisan HALF the Agreed Fee that was slated for the project (provided the booking was made prior to two weeks before the project's commencement date).
- c) If Client cancels a booking **within two (2) days** of its scheduled commencement date, ER shall pay the Artisan the FULL Agreed Fee that was slated for the project (provided the booking was made prior to two weeks before the project's commencement date).
 - - - i. In the case of another gig being secured for the Artisan by ER, in lieu of a cancelled gig, ER and the Artisan shall apply all above conditions to the NEW gig, and cancellation payment conditions no longer apply to the cancelled gig.
- d) If ER is forced to cancel a booking due to the fault of the Artisan, NO MONIES shall be owed from ER to the Artisan.
- e) ER will only accept Artisan cancellations with respect to dire hospital emergencies (involving the Artisan or immediate kin) and more lucrative offers (offering at least **twice** the pay that the Artisan would be receiving for the original job). If an Artisan is forced to cancel a booking:
 - - - i. **Prior to two weeks** before a scheduled project date, neither the Artisan nor ER owe any monies to each other;
 - - - ii. **Within two weeks, but prior to two (2) days** before a scheduled project,
 - - - - 1. If another Artisan can be secured by ER (and is accepted by the Client, as a replacement), the cancelling Artisan does not owe any monies to ER;
 - - - - 2. If another Artisan cannot be secured by ER (or is not accepted by the Client as a replacement), the cancelling Artisan must choose to either perform the ER project or pay HALF the commission that ER would have received for the project, to ER.
 - - - iii. **Within two (2) days** before a scheduled project:
 - - - - 1. If another Artisan can be secured by ER (and is accepted by the Client, as a replacement), the cancelling Artisan does not owe any monies to ER;
 - - - - 2. If another Artisan cannot be secured by ER (or is not accepted by the Client as a replacement), the cancelling Artisan must choose to either perform the ER project or pay the FULL commission that ER would have received for the project, to ER.
- f) If Artisan accepts projects through ER **within two weeks** of the project's commencement date, both ER and the Artisan acknowledge the cancellation risk involved with these "last-minute" bookings and neither party will be liable for any monies to the other should these bookings be cancelled (- cancelled by any party, for any reason).

10. Company Going Out Of Business

- a) In the event that ER goes out of business, or offline, or effects a name-change, all operations and administration of what was formerly ER will be transferred to Jon Dunmore. Subsequently, all the above terms and conditions shall apply to

Jon Dunmore, in place of ER.

11. Other Business Names under Company banner

a) Jan-2010: At this date, there are NO other business names under ER's banner.

12. Amendments / Addendums

- a) ER management has avoided unnecessary detailing of impropriety and common-sense regulations. However, if it is discerned that Artisans continually breach certain aspects of propriety, those aspects will be addressed in this document as Addenda, and/or Amendments to existing Clauses.
- b) If major amendments are made to this document, necessitating an Artisan having to sign an updated version, the Artisan's original signing date may still be retained as their joining date. [See Clause 1-f.]

I have read and agree to the above conditions:	
Signed, Artisan Name:	
Print, Artisan Name:	
Signed, Jon Dunmore, Owner, ER:	
Signing Date:	
Original Joining Date (if signing amended doc):	

END OF AGREEMENT

ARTISAN CONTACT DETAILS:	
Please fill out this section for ER hardcopy records. This info is not released to the public.	
Artisan Name:	
Artisan Social Security Number:	
Artisan Company Name (if any):	
Artisan Company EID (if any):	
Phone - main:	
Phone - cell:	
Phone - other:	
E-mail - Main:	
E-mail - other:	
Website:	
Mailing Address:	
Home Address (optional):	
Notes:	