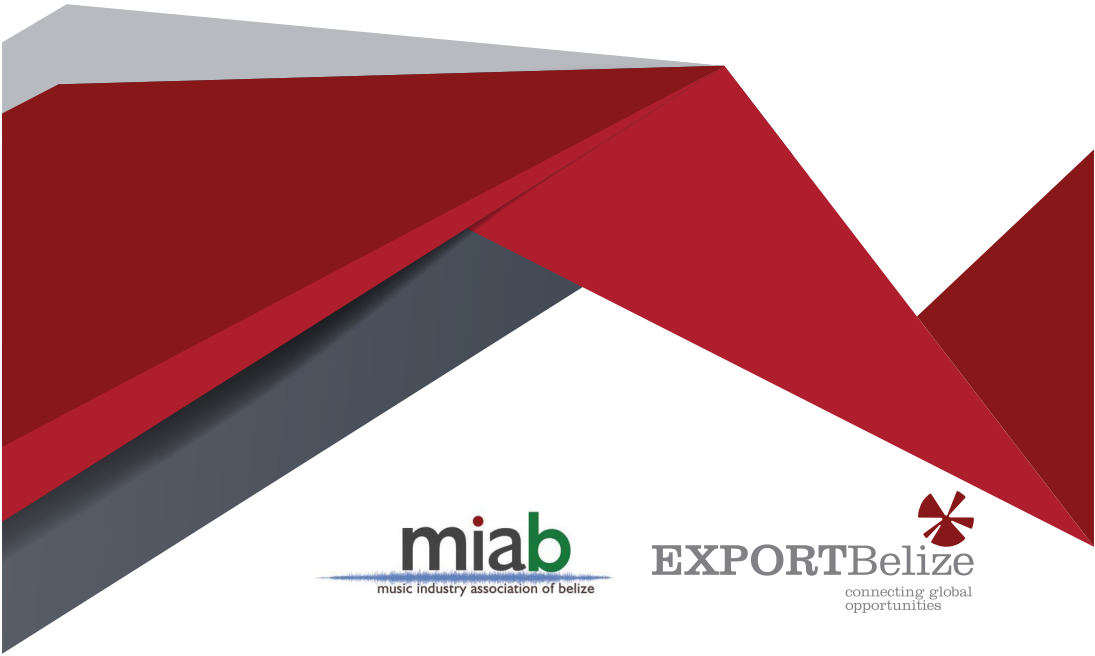


Beltraide

making
business
happen

ARTIST TOOLKIT



miab

music industry association of belize



EXPORTBelize

connecting global
opportunities

The Importance of an **ARTIST TOOLKIT**

It is important for all artists to have a tool kit with their respective contracts and rider to prevent unwanted outcomes between them, their manager and promoter and or band members. An artist tool kit also enables artists to ensure that they have created a clear road map to the desired outcomes for their business relationships and demonstrates their level of professionalism and commitment to their craft.

ESSENTIALS OF AN ARTIST TOOLKIT

- Artist Management Contract
- Concert Performance Agreement
- Technical Equipment Specification (Rider)
- Songwriting Partnership Agreement
- Co-Publishing Agreement
- Artist Recording Contract
- Digital Platforms
- Collecting Agencies
- Visa Requirement
- Electronic Press Kit
- Business Card

ARTIST MANAGEMENT CONTRACT

WHY?

It is necessary to have an agreement between an artist and a manager for management services. This contract includes the scope of representation given by the manager and his/her terms of authority and rights and compensation.

SAMPLE

ARTIST MANAGEMENT CONTRACT

This contract serves that [Insert real name of artist and his/her- p/k/a and address] or [Insert band name and address]. (Note: p/k/a is an acronym for Professionally Known As) and [Insert real name of manager and his/her address and contact information], dated as of _____ have agreed as follows:

Territory

Should the manager not be working with the artist on a global scale and should that artist have a manager who is, that person's real name and roles must be stipulated [here].

Commission

Should there be a foreign manager [insert name here], the principal manager [insert name here] receives 50% of what [insert name of foreign manager] makes. If there is no foreign manager, the principal manger [insert name here] makes 20% of what [insert artist name here] makes.

Term (w/ notice of termination)

The term of this agreement shall be for a period of one (1) year commencing as of the date hereof _____. Should [insert name of principal manager] wish to terminate this contract, he/she must give [insert name of artist] a (3) three months notice.

Agreed to by:

1. [Insert artist's real name and p/k/a]
[Insert artist signature here _____] Date:
2. [Insert principal manager's name]
[Insert principal manager's signature here _____] Date:

Witnessed by:

[Insert name and address of witness in BLOCK LETTERS]
[Insert witness' signature here _____] Date:

CONCERT PERFORMANCE AGREEMENT

WHY?

Live performance agreements are often provided by venues, especially if you're playing in a nontraditional venue, as to be protected. A live performance agreement is a method of establishing expectations and accountability for meeting a set standard for executing excellence while performing.

CONCERT PERFORMANCE AGREEMENT

THIS ENTERTAINMENT AGREEMENT is made this DD day of (MONTH), 20 (YY) by and between (PROMOTER) and (ENTERTAINER/S), (if more than one, list them on Addendum A attached), by and through their designated agent or representative MANAGER and agrees to provide the performance in accordance with the terms of this Agreement and any addendums or riders hereto:

WHEREAS, (PROMOTER) desires to hire (ARTIST OR ARTISTS), as independent contractor(s), to provide the entertainment at the 20 (YY) (insert name of concert/show here) and **WHEREAS**, the (ARTIST OR ARTISTS) desires to provide such performance at the Concert;

- 1. Date(s) and Time(s) of Performance:** The date(s) of the Performance shall be (MONTH), 20 (YY) and the time(s) of the Performance shall be (HH:MM). This Performance shall have a duration of at least (NUMBER) hours.
- 2. Price of Performance:** Promoter agrees to pay Artist or his agent an aggregate of (DOLLARS) (\$) for the Performance by cheque immediately following the performance. The cheque shall be made payable to the Manager. Upon proper endorsement of such check by Manager, Promoter agrees to cash the check for the Manager. The Manager shall distribute such amount to Artist(s) as agreed upon between them.
- 3. Taxes:** Promoter agrees to prepare and file all tax information required of a person who hires an independent contractor and Artist(s) agree that they have sole responsibility for the payment of any federal or state taxes arising from the monies paid by Promoter to Artist(s) for the Performance.
- 4. Recording, Reproduction or Transmission of Performance:** Promoter will use its best efforts to prevent the recording, reproduction or transmission of the performance without the written permission of Artist(s) or Artist's or Artists' representative.
- 5. Indemnify for Copyright Infringement:** Artist(s) shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws within said country. In the event that Artist(s) breach this representation, warranty and covenant, Artist(s) hereby agree to INDEMNIFY AND HOLD HARMLESS the promoter and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach.

TECHNICAL EQUIPMENT SPECIFICATION (RIDER)

WHY?

A technical rider allows the promoter/stage management team an understanding of what equipment you will need to perform and how to set up the stage before you arrive. It also allows them to inform you if they cannot accommodate any of your requests.

SAMPLE

TECHNICAL EQUIPMENT SPECIFICATION (RIDER)

Lighting Equipment:

20 x Martin Mac700 Profile
17 x Martin RUSH Beam MH4
17 x Martin MAC 301
15 x Martin MAC 101
12 x Eurolite IP PAR 12x3W
30 x Showtec Sunstrip Active DMX
9 x THOMAS Blinder 4-lite DWE 650
4 x SGM X-5 white. LED strobe
2 x Martin JEM ZR-44 Hi-Mass
2 x ROBE FT500 hazer
4 x Martin JEM AF-1
2 x FOLLOW SPOT 1200
1 x Hog 4 + Extension wing

Risers:

1 x Prolyte riser 3x2m on wheels, 0.4-0.6m high + carpet
2 x Prolyte riser 2x1m on wheels, 0.2-0.4m high + carpet

Video Equipment:

1 x LED screen P6, 6912x4032mm
1 x On stage prompter + laptop
1 x Panasonic AG-HMX100 + laptop
2 x Video camera

Sound Equipment:

12 x JBL 4887 + 4 x JBL 4880 + Amplifiers
6 x EAW SM84 monitor wedge
1 x Yamaha CL3
1 x Yamaha Rio32
1 x Yamaha Rio16
8 x Shure ULXPULXD (wireless microphone)
6 x Shure Beta 58/SM 58 (3 microphones and Boom Stands)
6 x Shure SM 57
6 x Shure SM 81
1 x Drum kit mics (Shure Beta 52, Shure Beta 91, 3 x Shure SM 81, 3 x Sennheiser e604)
8 x DI Box
1 x Laptop for Tracks

Backline:

1 x Drum kit: Gretsch - BD, SD, 2 x RT, FT, stands, pedal, drum throne
1 x Cymbals set: Sabian - HH, Ride, 2 x Crash
1 x Fender Twin
1 x Marshall JCM 900 + Marshall 4x12 1960
1 x Ampeg SVT 3 + Ampeg 410HLF
12 x Mic stand (boom, straight, small boom)
2 x Guitar stand
2 x Keyboard stand
1 x Pioneer DJM 900/2000
2 x Pioneer CDJ 2000
3 x Music stand + lighting

CO-PUBLISHING AGREEMENT

WHY?

A Co-Publishing Agreement is the bridge between artistic and business interests; this is where a song writer composes the lyrics of a song, but sells that song to a performer/singer. If you're a songwriter, singer, or a band, you'll want to ensure that the publisher of your music do not make all profits from your song and that you as the songwriter, singer or band benefit too.

CO-PUBLISHING AGREEMENT

This AGREEMENT is made this DD day of (MONTH), 20 (YY), between (PUBLISHER'S NAME) (hereinafter called the "buyer") and (COMPOSER'S NAME) (hereinafter called the "song writer"), WHEREAS, the Composer desires the Publisher to publish the Composer's work titled, (hereinafter called the "Work"), and Publisher desires to publish the Work; NOW THEREFORE in consideration of the promises hereinafter set forth and for valuable consideration, receipt whereof is acknowledged, the parties agree as follows:

1. Grant of Publishing Rights

- a. The composer hereby grants and assigns to the Publisher, its successors, representatives, and assigns, the sole and exclusive right to publish (i.e., print, publish, and sell) the Work in its original state, during the full term of copyright and any renewals and extensions thereof, except as provided herein.
- b. The Publisher shall have the sole and exclusive right to publish or to license the Work for publication in its original state or in any other in any other foreign country.
- c. The Composer shall execute and deliver to the Publisher any and all documents which the Publisher reasonably deems necessary or appropriate to evidence or effectuate the rights granted in this Agreement.

2. Copyright

Copyright of the Work, if not heretofore registered, shall be registered by the Publisher, upon first publication, in a timely manner in the name of the Composer.

3. Royalties

The Composer shall receive a (INSERT AMOUNT) advance on royalties consisting of (DOLLARS) (\$) on this DD day of (MONTH), 20 (YY).

Royalties shall be paid to the Composer as follows:

- a. A royalty of (INSERT AMOUNT) percent (AMOUNT%) of the Publisher's net revenues for hard copies sold of the Work, up to and including 10,000 copies.
- b. Fifty percent (50%) of all royalties accruing to the Publisher from the sale to another publisher of the right to publish a cheap edition or editions of the Work in its original state. No cheap edition may be published earlier than one (1) year from the date of the original publication, except with the consent of the composer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and shall be interpreted under the laws of Belize.

Publisher: _____

Name of Publisher: _____

Signature of Publisher: _____

Composer: _____

Name of Composer: _____

Signature of Composer: _____

Witnessed By: _____

Name of Witness: _____

Title of Witness: _____

Signature of Witness: _____

ARTIST RECORDING CONTRACT

SAMPLE | PAGE 1

ARTIST RECORDING CONTRACT

1. This AGREEMENT is made this DD day of (MONTH), 20 (YY), between (COMPANY'S NAME) (herein called "the Company") and (ARTIST'S NAME) (herein called "the Artist") for the tendering of personal services in connection with the production of commercial sound records.

2. This AGREEMENT shall remain in effect for a period of (TIME FRAME) from (START DATE) to (END DATE) and during that period, the artist will record (INSERT FURTHER DETAILS) selections at the company's recording studio at mutually convenient times.

In consideration of this AGREEMENT and without further payment than as herein provided for yourself, you grant to the company, its associates, subsidiaries and monies (1) the right to manufacture, advertise, sell, lease, license or otherwise use or dispose of in any or all fields of use throughout the world, or to refrain therefrom, throughout the world or any part thereof, records embodying the performances to be recorded, upon such terms and conditions as the Company may approve; (2) the right to use your name and photograph if desired, in connection with the exploitation of said records; and (3) all rights in and to the media and records, and the use and control thereof, upon which are reproduced for performances and or to be recorded.

3. The company will pay you the rights granted and services to be rendered by you, a royalty of cents for each double-faced record manufactured and sold throughout the world by the company or its associates.

4. You agree that that after the expiration of this Agreement you will not record for anyone else any of the musical selections recorded hereunder, and that in the event of a breach of this covenant, the Company shall be entitled to an injunction to enforce same, in addition to any other remedies available to it.

5. The Artist hereby warrants that he has no oral or written obligations contracts, or agreements of whatever nature entered into prior to the signing of this agreement, which are now in force and binding and which would in any way interfere with carrying out this agreement to its full intent and purpose.

6. The Company shall have the privilege and option to extend this Agreement from the date of its expiration, for a period equal to the terms of this Agreement, by giving to you notice in writing of its exercise of such option and its election to continue. Such notice shall be given to you personally or be mailed to your last known address, not less than ten days prior to the expiration of this Agreement. Upon the giving of such notice, this Agreement shall be continued and extended for such further period upon the same terms as those above set forth.

Agreed to by:

[Insert artist's real name and p/k/a]

[Insert artist signature here _____] Date:

Witnessed by:

[Insert name and address of witness in BLOCK LETTERS]

[Insert witness' signature here _____] Date:



DIGITAL PLATFORMS

WHY?

Digital Platforms facilitate commercial online transaction between at least two different groups- one being the supplier(s) and the other the consumer(s). Digital Platforms are changing the way musical artists conduct business today as they make it easier for them to find customers, monetize underutilized assets, and reduce transaction costs.

EXAMPLES:

Deezer

Creating a Deezer Account

One must be 16 years of age to create a Deezer Account; it can be created through deezer.com or by downloading the Deezer application on play store. Additionally, with Deezer you can have a family subscription whereby the master account holder can create child profiles. All new subscribers are signed up as Deezer Free by default.

Deezer Free is a free service powered by an application software to support all the music and content one loves. It provides added features like offline listening, ad-free and has unlimited music.

Signing up

1. Go to deezer.com/register or open the app
2. Enter your email address – and double check you’ve entered it correctly
3. Choose a username and password
4. Enter your details for the remaining boxes
5. Select Sign up

Creating a secure password

1. Your password must have at least 8 characters, 1 uppercase, 1 lowercase, 1 special character and 1 number
2. Never use the same password for more than one account per service
3. Don’t share your Deezer password
4. You can always change your login details and username

Uploading MP3s to Deezer

1. Go to deezer.com (from a computer)
2. Click on My Music
3. Click the More tab (ignore this step if you are using a large screen)
4. Got to My MP3s
5. Click Select MP3s and find the music on your computer to upload

Occasionally, uploading MP3s in Variable Bit Rate (VBR) format can cause playback issues. Hence, it is recommended that you upload files encoded in the Constant Bit Rate (CBR). Note: It is not currently possible to upload MP3s from your mobile device to Deezer.

Uploading limits:

1. Make sure your MP3s are under 200 MB in size
2. There is a limit of 2,000 MP3 tracks that can be uploaded to your Deezer account – you will not be able to access any more, even if it seems like they have uploaded
3. When using Deezer on other devices, such as smartwatches, game consoles, TVs and set top boxes, you may not be able to access your personal MP3s.

Spotify

Creating a Spotify Account

Spotify is a digital streaming service that gives you access to millions of songs, podcasts and videos from artists all over the world. Interested parties can access content for free by simply signing up on spotify.com or via the application through play store. To complete the process, you must use your email address, create a password and user name and/or connect with Facebook.

Signing up

1. You can download Spotify for free on your desktop or through the app store on your mobile and, tablet and/or other hand held electronic devices
2. Create your account; you can create your account on the Spotify website, or in the app
3. Log in at the top of the home tab, select Submit a Song
4. Should you not want to submit, but only stream, after creating your account, click, play.

Setting up an artist account

1. Go to Spotify for artists, or open the mobile app.
2. Go to profile and scroll down to artist playlists
3. Select edit, then + add playlist
4. Search for the playlist, or copy and paste the Spotify playlist link in the search field

Spotify for Artists On The Go

Spotify On The Go is designed to help musical artists create their profile, manage and track their new releases update their bio, share their playlists, promote their music and control how listeners see them on Spotify.

Uploading MP3s to Spotify

Music on Spotify is typically delivered by either a record label or a third-party distributor, such as: DistroKid, CD Baby and EmuBands. For artists that are signed to a label, getting music onto Spotify is taken care of, but independent artists must distribute their music themselves.



COLLECTING AGENCIES

WHY?

Collecting agencies bridges the gap between songwriters and companies that want to publicly play their music. It collects license fees on behalf of songwriters, composers, and music publishers and distributes them as royalties to those members whose works have been performed. Signing up with a collecting agency is very important and beneficial for musical artists as they ensure the artists' works, when used, are compensated for.

EXAMPLES:

Broadcast Music Inc

Broadcast Music Inc (BMI) was founded in 1939 by forward-thinkers who wanted to represent songwriters and protect the public performance of their music. Operating on a non-profit-making basis, BMI is now the largest music rights organization in the U.S and continues to nurture new talent and new music. They serve as an advocate for the value of music, collecting license fees on 14 million musical works created and owned by more than 900,000 songwriters, composers and music publishers and distributes them as royalties to those members whose works has been performed.

How to Apply

1. Visit bmi.com
2. Click log in, then Join BMI
3. Select Join as Song Writer or as Publisher
4. Complete application form
5. Submit application form
6. After approval from BMI, you can sign in using a created user name and password

Belize Society of Composers Authors Publishers

Belize Society of Composers Authors Publishers (BSCAP) is a non-profit organization that was founded in 2005 to protect the rights of Copyright owners, such as: authors, composers, artists and producers in the exploitation of their work, for them to be fairly compensated for their creativity and thus establishing a competitive music industry in Belize.

BSCAP Exists to

1. Acquire rights from copyright owners
2. License the acquired rights to copy right users
3. Collect licensing fees from copy right owners in the forms of royalties
4. Obtain enforcement by court action of the rights managed where infringement or piracy occurs

For more information on how to apply, kindly contact +501-615-2768

VISA REQUIREMENT

Any artist performing in the United States of America needs to perform under a P-1B Visa; this is a temporary employment visa.

APPLICATION PROCESS:

The US promoter must apply to the department of labor in the US on behalf of the artist. Should the promoter be applying for a band, at least 75% of its members must have had a substantial and sustained relationship with the group for at least one (1) year.

The US Promoter must submit an I-129 Form which is a Petition for a Non-Immigrant Worker accompanied by the appropriate fee and supporting documentation. Please note that if you are a petitioner who will be filing as an agent for multiple employers (band), you must establish that you are duly authorized to act as an agent.

The required conditions can be found in the following link www.Requirements for Agents and Sponsors Filing as Petitioners for the O and P Visa Classifications. (PDF, 890 KB)

For more information, please visit: www.uscis.gov



ELECTRONIC PRESS KIT

WHY?

An Electronic Press Kit (EPK) for artists/musicians is a collection of materials used for promotional use in order for them to acquire bookings, media coverage and other business deals; this is essentially their RESUME. With an EPK, Artists/Musicians will be better exposed to international visibility and opportunities and can compete on the world stage. An EPK tells their story as a professional musical artist and showcases what they can “bring to the table!”

ELEMENTS OF AN EPK

Biography

This is your Pitch! The Bio grabs the reader’s attention and includes background information on yourself and your music (style & genre). It gives a feel about your inspirations, achievements, personality and current endeavours.

- Keep it short (Use a hook)
- Keep it interesting
- Include your tag line if you have one
- Include information that is valuable to the reader
- Do not use irrelevant information

Music

Your EPK should have sample of your music. This can be done by using snippets of the music or complete tracks to provide a taste of what you have to offer.

- Use your top three songs based on
- Fan feedback
- Quality of the production
- History

Photos

Choose high resolutions photos to include. Don’t include your entire photo album but choose a few good ones.

- Include your logo or other art if you have
- Can include headshots, group shots or other promotional shots

Videos

A video of your performance(s) can be compelling, but you should only include high quality videos

- • Promo Video
- • Past Performance
- • Rehearsal Video

Media Links

This include any links to your press coverage or any features or stories about you. You want to show that you have had success with your music. You can also include "quotes" from press articles/reviews with links to full articles or reviews online.

Contact Information

Clearly state where you and/or your manager or booking agent can be reached. Only include updated contact information. Include phone numbers, emails, postal address and links to your website and social media contacts, if you have.

OTHER CONSIDERATIONS FOR YOUR EPK

1. Information of upcoming performance (relevant to timeframe)
2. Album track listing
3. Lyrics
4. Q&A about you to share interesting facts
5. A One sheet
6. Past Clients
7. Rider

BUSINESS CARD

WHY?

A business card is your introduction; it tells who you are, what you do and gives your contact information. It is important for making a favorable first impression and creates a sense of professionalism and legitimacy for your business.

SAMPLE: FRONT



SAMPLE: REVERSE





EXPORTBelize
connecting global
opportunities

14 Orchid Garden Street,
City Of Belmopan, Belize

+501 822-3737
EXPORTBelize@belzeinvest.org.bz



miab
music industry association of belize

+501 632 3224
jsanker@btl.net