

**AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS**  
**STANDARD AFTRA EXCLUSIVE AGENCY CONTRACT**  
**UNDER RULE 12-B**

THIS AGREEMENT, made and entered at Los Angeles, California, by and between  
CREATIVE ARTISTS AGENCY, INC., hereinafter called the "AGENT," and  
Prince Rogers Nelson  
        , hereinafter called the "ARTIST,"  
Social Security No.                         

- WITNESSETH:

1. The Artist employs the Agent as his sole and exclusive Agent in the transcription, radio broadcasting and television industries (hereinafter referred to as the "broadcasting industries") within the scope of the regulations (Rule 12-B) of the American Federation of Television and Radio Artists (hereinafter called AFTRA), and agrees not to employ any other person or persons to act for him in like capacity during the term hereof, and the Agent accepts such employment. This contract is limited to the broadcasting industries and to contracts of the Artist as an artist in such fields and any reference hereinafter to contracts or employment whereby the Artist renders his services, refers to contracts or employment in the broadcasting industries, except as otherwise provided herein.

2. The Artist agrees that prior to any engagement or employment in the broadcasting industries, he will become a member of AFTRA in good standing and remain such a member for the duration of such engagement or employment. The Artist warrants that he has the right to make this contract and that he is not under any other agency contract in the broadcasting fields. The Agent warrants that he is and will remain a duly franchised agent of AFTRA for the duration of this contract. This paragraph is for the benefit of AFTRA and AFTRA members as well as for the benefit of the parties to this agreement.

3. The term of this contract shall be for a period of two (2) years commencing the  
day of                         , 19        

**NOTE—The term may not be in excess of three years.**

4. (a) The Artist agrees to pay to the Agent a sum equal to TEN (10) per cent (not more than 10%) of all moneys or other consideration received by the Artist, directly or indirectly, under contracts of employment entered into during the term specified herein as provided in the Regulations. Commissions shall be payable when as such moneys or other consideration are received by the Artist or by anyone else for or on the Artist's behalf.

(b) Any moneys or other consideration received by the Artist or by anyone for or on his behalf, in connection with any termination of any contract of the Artist on which the Agent would otherwise be entitled to receive commission, or in connection with the settlement of any such contract, or any litigation arising out of such contract, shall also be moneys in connection with which the Agent is entitled to the aforesaid commissions; provided, however, that in such event the Artist shall be entitled to deduct arbitration fees, attorney's fees, expenses and court costs before computing the amount upon which the Agent is entitled to his commissions.

(c) Such commissions shall be payable by the Artist to the Agent, as aforesaid, during the term of this contract and thereafter only where specifically provided herein.

(d) The agent shall be entitled to the aforesaid commissions after the expiration of the term specified herein, for so long a period thereafter as the Artist continues to receive moneys or other consideration under or upon employment contracts entered into by the Artist during the term specified herein, including moneys or other consideration received by the Artist under the extended term of such employment contracts, resulting from the exercise of an option or options given an employer under such employment contracts, extending the term of such employment contracts, whether such options be exercised prior to or after the expiration of the terms specified herein.

(e) If after the expiration of the term of this agreement and during the period the Agent is entitled to commissions, a contract of employment of the Artist be terminated before the expiration thereof, as said contract may have been extended by the exercise of options therein contained, by joint action of the Artist and employer, or by the action of either of them, other than on account of an Act of God, illness or the like and the Artist enters into a new contract of employment with said employer within a period of sixty (60) days, such new contract shall be deemed to be in substitution of the contract terminated as aforesaid. In computing the said sixty (60) day period, each day between June 15th and September 15th shall be counted as three-fifths (3/5) of a day only. No contract entered into after said sixty (60) day period shall be deemed to be in substitution of the contract terminated as aforesaid. Contracts of substitution have the same effect as contracts for which they were substituted; provided however, that any increase or additional salary, bonus or other compensation payable to the Artist (either under such contract of substitution or otherwise) over and above the amounts payable under the contract of employment entered into prior to the expiration of the term of this agreement shall be deemed an adjustment and unless the Agent shall have a valid Agency contract in effect at the time of such adjustment the Agent shall not be entitled to any commissions on any such adjustment. In no event may a contract of substitution with an employer entered into after the expiration of the term of this agreement, extend the period of time during which the Agent is entitled to commission beyond the period that the Agent would have been entitled to commission had no substitution taken place except to the extent, if necessary, for the Agent to receive the same total amount of commission he would have received had no such substitution taken place; provided, however, that in no event shall the Agent receive more than the above percentages as commissions on the Artist's adjusted compensation under the contract of substitution. A change in form of an employer for the purpose of evading this provision, or a change in the corporate form of an employer resulting from reorganization or like, shall not exclude the application of these provisions.

(5) The Artist is actually working under written contract or contracts which guarantee the Artist either (a) employment in the television broadcasting field for at least one (1) program every other week in a cycle of thirteen (13) consecutive weeks where the program is telecast on an alternate week basis, or (b) employment for at least eight (8) programs in a cycle of thirty-nine (39) consecutive weeks, where the program is telecast on a monthly basis or once every four (4) weeks.

In the cases referred to in sub-paragraphs (1), (2), (3) and (5) above, the ninety-one (91) day period begins upon the termination of the contract referred to in such sub-paragraphs; and for the purpose of such sub-paragraphs any local program which under any applicable AFTRA collective bargaining agreement is the equivalent of a regional or national network program, shall be considered a regional or national network program as the case may be.

(f) Where the Artist is under a contract or contracts for the rendition of his services in the entertainment industry in any field in which the agent is authorized to act for the artist, during the succeeding period of One hundred and eighty-two (182) days after the expiration of the ninety-one (91) day period in question, at a guaranteed compensation for such services of Twenty-five Thousand (\$25,000.00) Dollars or more, or where the Artist is under a contract or contracts for the rendition of his services during said 182 day period in the radio, phonograph recording and/or television fields at a guaranteed compensation for such services of Twenty thousand dollars (\$20,000.00) or more, then the artist may not exercise the right of termination.

(g) Periods of layoff or leave of absence under a term contract shall not be deemed to be periods of unemployment hereunder, unless under said contract the Artist has the right during such period to do other work in the radio or television field or in any other branch of the entertainment industry in which the Agent may be authorized by written contract to represent the Artist. A "term contract" as used herein means a contract under which the Artist is guaranteed employment in the broadcasting industries for at least one program each week for a period of not less than thirteen (13) consecutive weeks, and also includes any "term contract" as defined in the Regulations of the Screen Actors Guild, Inc. in respect to the motion picture industry, under which the Artist is working. Also, a "term contract" as used herein relating to the television field means a contract under which the Artist is guaranteed employment in the television field as set forth in sub-paragraph (e) (5) above.

(h) Where the Artist has a contract of employment in the broadcasting industries and either the said contract of employment, or any engagement or engagements thereunder, are cancelled by the employer pursuant to any provision of said contract which does not violate any rule or regulation of AFTRA, the Artist shall be deemed to have been employed and to have received compensation for the purposes of paragraph 6(a) for any such cancelled broadcasts, with the following limitation—where a contract providing for more than one program has been so cancelled, the Artist shall not be deemed to have been employed or to have received compensation under such contract, with respect to more than one such program on and after the effective date of cancellation of such contract.

(i) For the purposes of this paragraph 6, where the Artist does not perform a broadcast for which he has been employed but nevertheless is compensated therefor, the same shall be considered employment hereunder.

(j) If at any time during the original or extended term of this contract, broadcasting over a majority of both the radio stations as well as a majority of the television broadcasting stations shall be suspended, the ninety-one (91) days period mentioned in this paragraph 6 shall be extended for the period of such suspension.

7. The Agent may represent other persons. The Agent shall not be required to devote his entire time and attention to the business of the Artist. The Agent may make known the fact that he is the sole and exclusive representative of the Artist in the broadcasting industries. In the event of a termination of this contract, even by the fault of the Artist, the Agent has no rights or remedies under the preceding sentence.

8. The Agent agrees that the following persons, and the following persons only, namely

(HERE INSERT NOT MORE THAN FOUR NAMES)

Ron Meyer  
William M. Haber

J.H. Rowland Perkins II  
Tom Ross

shall personally supervise the Artist's business during the term of this contract. One of such persons shall be available at all reasonable times for consultation with the Artist at the city or cities named herein. The Agent, upon request of the Artist, shall assign any one of such persons who may be available (and at least one of them always shall be available upon reasonable notice from the Artist), to engage in efforts or handle any negotiations for the Artist at such city or its environs and such person shall do so. Employees of the Agent who have signed the AFTRA covenant and who are not named herein may handle agency matters for the Artist or may aid any of the named persons in handling agency matters for the Artist.

9. In order to provide continuity of management, the name or names of not more than four (4) persons connected with the Agent must be written in the following space, and this contract is not valid unless this is done:

(HERE INSERT NOT MORE THAN FOUR NAMES)

Ron Meyer q  
William M. Haber

J.H. Rowland Perkins II  
Tom Ross

In the event three (3) or four (4) persons are so named, at least two (2) of such persons must remain active in the Agency throughout the term of this contract. In the event only one (1) or two (2) persons are so named, at least one (1) such person must remain active in the Agency throughout the term of this contract. If the required number of persons does not remain active with the Agency, the Artist may terminate this contract in accordance with Section XXIII of AFTRA's Regulations Governing Agents.

10. The Artist hereby grants to the Agent the right to use the name, portraits and pictures of the Artist to advertise and publicize the Artist in connection with Agent's representation of the Artist hereunder.

11. The Agent agrees:

- (a) To make no deductions whatsoever from any applicable minimums established by AFTRA under any collective bargaining agreement.
- (b) At the request of the Artist, to counsel and advise him in matters which concern the professional interests of the Artist in the broadcasting industries.
- (c) The Agent will be truthful in his statements to the Artist.
- (d) The Agent will not make any binding engagement or other commitment on behalf of the Artist, without the approval of the Artist, and without first informing the Artist of the terms and conditions (including compensation) of such engagement.
- (e) The Agent's relationship to the Artist shall be that of a fiduciary. The Agent, when instructed in writing by the Artist not to give out information with reference to the Artist's affairs, will not disclose such information.
- (f) That the Agent is equipped, and will continue to be equipped, to represent the interests of the Artist ably and diligently in the broadcasting industry throughout the term of this contract, and that he will so represent the Artist.
- (g) To use all reasonable efforts to assist the Artist in procuring employment for the services of the Artist in the broadcasting industries.
- (h) The Agent agrees that the Agent will maintain an office and telephone open during all reasonable business hours (emergencies such as sudden illness or death excepted) within the city of LOS ANGELES, CALIFORNIA or its environs, throughout the term of this agreement, and that some representative of the Agent will be present at such office during such business hours. This contract is void unless the blank in this paragraph is filled in with the name of a city at which the Agent does maintain an office for the radio broadcasting and television agency business.
- (i) At the written request of the Artist, given to the Agent not oftener than once every four (4) weeks, the Agent shall give the Artist information in writing, stating what efforts the Agent has rendered on behalf of the Artist within a reasonable time preceding the date of such request.
- (j) The Agent will not charge or collect any commissions on compensation received by the Artist for services rendered by the Artist in a package show in which the Agent is interested, where prohibited by Section VIII of AFTRA's Regulations.

12. This contract is subject to AFTRA's Regulations Governing Agents (Rule 12-B). Any controversy under this contract, or under any contract executed in renewal or extension hereof or in substitution hereof or alleged to have been so executed, or as to the existence, execution or validity hereof or thereof, or the right of either party to avoid this or any such contract or alleged contract on any grounds, or the construction, performance, nonperformance, operation, breach, continuance or termination of this or any such contract, shall be submitted to arbitration in accordance with the arbitration provisions in the regulations regardless of whether either party has terminated or purported to terminate this or any such contract or alleged contract. Under this contract the Agent undertakes to endeavor to secure employment for the Artist.

(FOR CALIFORNIA ONLY)

This provision is inserted in this contract pursuant to a rule of AFTRA, a bona fide labor union, which Rule regulates the relations of its members to agencies or artists managers. Reasonable written notice shall be given to the Labor Commissioner of the State of California of the time and place of any arbitration hearing hereunder. The Labor Commissioner of the State of California, or his authorized representative, has the right to attend all arbitration hearings. The clauses relating to the Labor Commissioner of the State of California shall not be applicable to cases not falling under the provisions of Section 1647.5 and/or Section 1700.45 of the Labor Code of the State of California.

Nothing in this contract nor in AFTRA's Regulations Governing Agents (Rule 12-B) shall be construed so as to abridge or limit any rights, powers or duties of the Labor Commissioner of the State of California.

WHETHER OR NOT THE AGENT IS THE ACTOR'S AGENT AT THE TIME THIS AGENCY CONTRACT IS EXECUTED, IT IS UNDERSTOOD THAT IN EXECUTING THIS CONTRACT EACH PARTY HAS INDEPENDENT ACCESS TO THE REGULATIONS AND HAS RELIED AND WILL RELY EXCLUSIVELY UPON HIS OWN KNOWLEDGE THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

*Prince Rogers Nelson*  
Prince Rogers Nelson ARTIST

By \_\_\_\_\_  
RAYMOND KURTZMAN AGENT

NOTE: This contract must be signed at least in triplicate. One copy must be promptly delivered by the Agent to AFTRA, one copy must be promptly delivered by the Agent to the Artist, and one copy must be retained by the Agent. If AFTRA has an office in the city where the contract is executed, AFTRA's copy of the contract must be delivered to that office within 15 days of execution; or at the Agent's option, to AFTRA's main office in New York City within 30 days of execution.

This agency or artists manager is licensed by the Labor Commissioner of the State of California.

This agency or artists manager is franchised by the American Federation of Television and Radio Artists.

This form of contract has been approved by the Labor Commissioner of the State of California on FEB. 10, 1976. and by the American Federation of Television and Radio Artists.

(The foregoing references to California may be deleted or appropriate substitutions made in other states.)

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