

INTRO

(The following is read by Laura Colby over jazz music composed by Manual Cinema)

Hi, I'm Laura Colby and this is the Middle Woman, A Roadmap to Managing the Performing Arts. I'll be sharing personal anecdotes from my 30 years in the field, exploring the nitty gritty and the technicalities of this job. I'll tell you the story of how I got here and what it's taken for me to work in the industry of the performing arts.

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EPISODE 13

Hello, this is Laura Colby, founder and president of Elsie Management. Today our episode is going to focus on contracts. Contracts are hugely necessary in this work. The first contract being a representation contract between you and your artist. And another contract you will have very much in your life are the engagement or performance contracts or commissioning contracts. We're going to talk about representation contracts and engagement contracts in this episode.

When we are considering an artist to represent, since agent managers can work so differently in so many different ways, the definition that we use when we speak to artists that we are considering for our roster is that we secure, we contract, and we service.

So the securing part is securing an engagement, securing a commission. The contract part would be contracting that engagement, contracting that commission. And the service part is actually delivering the engagement as well as post-engagement, which is chasing the money. So we'll talk a little bit about all of those things.

The definition of a contract, if you just put it into Google right now, this is what I got: "a written or spoken agreement that is intended to be enforceable by law." So that first part, a written or spoken agreement, so any lawyer will tell you that if you make a verbal agreement with somebody, it's a contract. But whether or not your verbal agreement is enforceable is another thing. The classic movie example of a contract. Two friends sitting at a bar. Someone grabs a cocktail napkin and happens to have a pen and scribbles down a contract on a cocktail napkin, and the other person signs it. Oh my God, that yes, is a written contract.

Is it enforceable? Hmm. You know, there's a scale of enforceability and when you've been in this business long enough, you will experience that scale of enforceability and you will start to learn what is enforceable and what is not. Those can be tough lessons.

Your representation agreement would presumably be your first step in this business as you begin to represent artists. It is not prudent to begin representing an artist without a signed representation agreement. Just don't do that to yourself. Just don't. Don't do it to the artist, don't do it to yourself. They are giving you consent to represent their work and you are securing the terms. Because you do not want to be bit in the butt when you have secured an engagement and the artist is thrilled, but you guys never settled on your terms. You get it done before you start that work.

Any contract will define the terms of the agreement between you and the other person. For you and your artist you will be defining some very specific terms, including, let's start with dates. What is the length of this contract? 12 months. Okay. 12 month term. Is there an automatic renewal? I would suggest that you build in a renewal so you don't have to reissue the contract every single year. That doesn't mean that contract can't be renegotiated or have clauses taken out or clauses added or things changed in it, it just means that you don't have to reissue a contract every single year and chase a signature every single year. When we made that change here at Elsie, it sure made our lives much better. So our contracts run July 1 to June 30. Each year they automatically renew unless either party cancels or makes a change before April 30 each year. So that's how ours work.

Another thing your representation agreement should define is territory and exclusivity. Where is this artist manager representing you? The 50 states? All of North America? Which is Canada, US and Mexico. South America? Globally? Are you giving this artist representative global exclusivity to represent you?

In your contracting, you'll be defining exclusivity of which territory you will be representing your are and then you will also see exclusivity defined for the venue in performance agreements So let's consider an engagement in New York City, like at the Brooklyn Academy Music and say Peak Performances at Montclair State in Montclair, New Jersey. That is clearly not New York City, but it is totally within a hundred miles, so that's considered a conflict. You have to keep that in mind as you continue in your promotion and where you are in your conversations with your New York City venues as an example of a city where it's crowded, if you will, with venues.

Some exclusivity clauses may say no performances within 30 miles, four months prior, four months post-engagement, they're all different. You won't know until you

see them. But also if you are, uh, actively in conversation with someone within the region, you need to take care with that. And when you are negotiating with your presenter, you need to say, Hey, I'm actually talking about bringing a completely different piece to Montclair. Is that gonna be an issue? And they will be able to feed back to you right away? Oh, yes. That's absolutely an issue.

And then this is the part, this is the strategy part for your artists where you need to think hard and work with your artist, and say, look, we've got a little situation here. It's a little crowded. Let's talk about what is best for you. What is best for your career trajectory? These works in particular. Which stage might be better for this work in particular? I mean, frankly, it's a good problem to have. Right when things get crowded for you and an artist in a singular market, but we're not talking about that now. We're talking about contracts and exclusivity. So something for you to be prepared for and for you to be able to abide by this exclusivity clause.

Sometimes you already have advance engagements that are confirmed and announced, and you wanna make sure that your venue knows, oh, well I already have a contracted engagement at Lincoln Center. It's four months in advance of the date you're asking me for Mr. other New York City venue. Is that gonna be a problem? That just actually happened to me this year and, and the answer was no, actually, that's gonna be fine. So the most important thing as always, is to be frank and be upfront and be clear and to know what their exclusivity clauses are.

The representation agreement should expressly state that the artist is giving permission for the agent managers to represent the artist's work on behalf of the artist. And that includes talking about the works that are available for touring. The artist giving the agent manager all marketing assets and their TechWriter, videos, high res photos for distribution. So the artist is giving you, the artist manager, permission to distribute their marketing assets. The agreement should spell out how you, the agent manager, is going to get paid, how the artist is going to get paid.

In our case, our contracts are constructed between the venue and the artist. However, Elsie Management is named as a third party and all payments go to Elsie Management. So we collect the entire payment and then we pay the artist. That sequence is documented in our representation agreement.

The representation agreement should also include touring fees, or projected touring fees, or aspirational touring fees. If you have an automatic renewal in your representation agreement, those touring fees are going to change, because the projects are going to change, and you will have annual increases, inevitably. And so those fees are going to change. This is where you can make addendums to your

representation agreement. Somewhere inside of the representation agreement should be an acknowledgement that the artist and agent/manager/producer have mutually agreed on the touring fees that the agent manager is quoting for the artist.

In order to get to an actual engagement contract, you must start with a confirmation of terms. The sequence of a confirmation of terms could look like this. You have a phone call with a presenter, and the presenter says to you over the phone, I'm confirming two shows, May 7 and 8, 2025, for a fee of 20, 000 plus housing. Boom! You've got your confirmation of terms. Okay, but you're on the phone. That's great. You're taking copious notes. You get off the phone. You write back to your presenter. "Dear Joe, as per our conversation earlier today, I am delighted to confirm two shows, May 7th and 8th of 2025, for the fee of \$20, 000 plus housing. Here's the schedule that we discussed. You have an arrival on the Wednesday. Thursday is load-in/tech. You've got your two shows, Friday, Saturday. The company departs on Sunday." You have laid that schedule out very clearly. It doesn't drill into exact times of the load in or when focus is going to happen because all of that is in the tech rider. Right now, you're just confirming the basic terms of the engagement. You summarize that in your email and you say, please confirm by replying to this message. And then look at that, Joe actually hits the reply key and says, "Great to speak to you today. Delighted to confirm the engagement as below." Boom! You've got your confirmation of terms.

Okay, that's an ideal situation. Let's say a week goes by. Joe hasn't gotten back to you about those May Show dates. So what I do is I resend the email and depending on what the conversation was like I either send the email as if I'd never sent it before or I send the email with a little note saying re sending this from last week. Hoping to hear from you soon. If a second and third week goes by, this is the part where you can perhaps leave a voicemail on their answering machine, because they're not going to pick up the phone, saying, just following up on the conversation we had three weeks ago, would appreciate a reply to my email, which I'm resending now.

And then if four or six weeks go by, this is the part where you might not have an engagement anymore. And you can say something to the effect of, I would appreciate the courtesy of your reply. The bottom line is, you need Joe to write back to you confirming the terms.

You can also draft a deal memo, and as we have discussed, the deal memo is a two page summary of the engagement with all the terms, it probably has a payment schedule in there, it probably references the tech rider, and it probably uses language that says this is a legally binding agreement if a full contract is not signed

off on 60 days prior to the engagement date.)That's the structure of our deal memo). And you would write to Joe and say, including my summary email from our conversation last month, I've attached a drafted deal memo for your review, would appreciate the courtesy of your reply.

This is the part where if Joe's marketing department hasn't started asking you for high res photos, language, videos, etc., you probably don't have an engagement. And this is the part where perhaps you need to get Joe back on the phone or send him an email and ask him for a meeting and say, Hey, I'm just following up on that conversation we had six weeks ago. My understanding is that we had a confirmation of terms.

And this is the part where it's Joe's opportunity to say, Ah, we had a budget, I'm so sorry, I've been so, you know, I haven't been able to, my boiler blew up, did you hear about the local strike? And I haven't been able to do anything about programming for next year. As it turns out, the chair of our board cut our budget in half, and we're not going to be able to move forward with this engagement. Or he just hasn't gotten around to confirming the terms and he says again on the phone to you, I am definitely confirming these terms with you. And then you need to say to him on the phone, I really need you to respond to my email so that I have documentation. So that's one sequence.

Basically, I would say that 80 percent of my engagements the terms are confirmed via email, and that sequence of events is once we have that confirmation of terms via email, depending on when the engagement is, we either issue a deal memo to hold the date and confirm and seal the deal, that date, or we issue a contract. What determines that is typically a window of six months. If we are a year from that engagement date, we will issue a deal memo, or perhaps the venue has given us an offer memo. If we are inside of six months, we must issue a contract.

But this is the part where once you have a confirmation of terms, you can't get lazy. You have got to get a signature. Because when it comes to enforcement, yes, an email exchange is great. A signed deal memo or offer letter, much better. A signed contract - well now we're talking.

So confirmation of terms, acceptance of terms, there's a spectrum. If you see photos on a website of your artist, that's an acceptance of terms. So, maybe Joe hung up that phone from that phone call, and he already had access to high res images, and he already had access to language, and he put everything up on his website. This is the part where you are just sending him a contract. You would say in your email, I see that you've announced the date on your website. Please find the attached contract.

So there's confirmation of terms and there's acceptance of terms. When tickets are on sale, even if you don't have assigned deal memo or offer memo, but oh wow, they've actually included your artist in their season announcement, a press release went out, the local paper, printed an article about the upcoming season, and even though you haven't agreed to a fee with this presenter, they've included you in their season announcement. That's a confirmation of terms or an acceptance of terms if they sell tickets, acceptance of terms, confirmation of terms. If there's an ad with your artist, they're using your artist's photograph, and this is where you have to do your due diligence and chase that paperwork and get the terms signed off on. And yes, you could decide to rely on an email exchange.

Often offer letters will have an expiration date from the presenter. In the same way, you can place a timed expiration date on your attempt to get a confirmation of terms signed off on. You could say, for example. Dear Joe, having seen my artist photographs on your website and the tickets are clearly on sale with an announced date, I am taking that as a confirmation of terms as per the summary below. I have attached the contract. Then you just gotta keep chasing and chasing and you have to get a signature.

The idea of using an offer memo or a formal offer letter from the venue or a deal memo issued by the artist manager is that between the parties, you are able to sign a document that is legally binding, that secures the engagement so that the venue can move forward and there's trust and faith all around there. Could you just give them a contract? Sure, but contracts have a tendency to take much longer to get executed. The idea being an offer memo and the deal memos are summaries and they can presumably get signed off on much quicker, and they give you a peace of mind.

You issued a deal memo, it got signed off on - fantastic - and then five months later you issued the contract. So now you've handed your contract into your presenter. Well, guess what? It's just one of many, many, many contracts. This is the part where you need to take into consideration: who is your partner here? Who? Who is your presenter here are? Are they a small shop with like a staff of four and it's actually the presenter who's going to be executing and handling the contract. Or, is it a gigantic institution, and it goes to the contracting office and someone who never met you, who never spoke to you, who has no idea about this engagement, they're the one who's handling your contract.

So this is really key because they may never have been told that you absolutely had to get that white marley and the presenter said yes to that white marley. And this is why you can't say things like a white marley enough so that when it ends up in a

contracting room when the contract person who is handling the contract gets that white marley, they have a short list of things that were agreed to, and they're like, oh, yeah, fine. That's a great outcome. More typically what's gonna happen is they're gonna cross it off and you're gonna be the one who says, but actually the presenter agreed to the white marley. And then you have to wait for them to get all that clearance and you need to call Joe and say, Joe, your contracts person knew nothing about the white marley. Can you please take? So all of this takes time, is what I'm saying.

So this goes under the part where it's gonna take time. When you issue a contract, it's not gonna come back in a week. Oh my God, that would be a miracle.

You have to keep your eye on your production schedule. We are working really hard at Elsie to have contracts completed 60 days out, 60, 2 months. And frankly, we have so many contracts that get completed three weeks, four weeks prior. It's hard on all of us, and we really prefer not to work that way. Basically, you can't get your contracts signed off on fast enough. You can't issue it too early, and you can't get it signed too early. So the farther out in advance that you can get to it, the better.

No matter what, you are going to want a first payment. The need for a first payment has become quite clear now in the post-COVID era because during Covid, so many artists had cancellations, and even though they had begun the work on engagements, they weren't paid anything because their engagement agreements did not include a first payment. So, we are working really hard on our end now for our artists to always get those first payments, and some of our artists now require a first payment upon confirmation of terms to hold a date. So if that date is a year from now, they want money right now to hold that date. I get that. I totally get that.

My problem is that that venue isn't gonna give me any money without a contract that is completely executed, meaning there are two signatures on it, and now they can order the payment. Most universities will not pay you unless you have an executed contract. That's where it's tricky territory.

So about those first payments, they're gonna say no. The majority of them just say no. There are many arguments one can make about the necessity of a first payment. And this is the part where I will point you to the equitable contracting link that is on one of our drop-downs on our website. That link includes three documents that came from the time when all the theaters were shut during the pandemic, and we were all looking at the process of contracting and why and how it was inequitable and what we could do to make it more equitable and less harmful on the artist. You'll see three documents there. One is the Creating New Futures

document. I contributed to the contracting section in that document. Another is a paper from Dance USA that was created between a group of presenters and a group of managers. It's a wonderful document with recommendations on how to reduce the harm for artists and have more equitable contracts. And another document on there was issued by APAP from their equitable contracting consortia of people from across the field. I point to those three documents as good examples of the work that has been done by our field to create less harm with our contracting. And one of the biggest points, all three of those documents point to is the necessity for a first payment.

We love to point to Beyoncé and say, look, if your venue was booking Beyoncé, you'd have to pay a first payment. She's not gonna hold that date for you without it. And of course, the presenter can just roll their eyes at you and be like, yeah, but you're not Beyoncé. Well, okay, we know that and. You may not be a rock super star, but you are somebody working on behalf of an artist who needs this money to be able to continue in their work, to hold a date just like anybody else would need money to hold a date. If you were hiring a contractor to paint your house, they are gonna ask you for a first payment to hold the job.

Other arguments, if you will, are to point out that there are unavoidable advance expenses that have to be paid now in order for the artist to move forward, and that includes rehearsal space and salaries. Because especially in the case of dance and theater companies, these are not books you just pull off a shelf. These companies have to go into rehearsals sometimes to restage a whole show, other times to just rehearse the show for a day or two. But still, that's a hard advance expense that they can't get around. There's also super obvious expenses, like, oh, airfares, renting a truck, building new costumes, paying health insurance if that company is doing something like that. There are plenty of advanced expenses that need to be acknowledged and that need to be paid for.

People may say there is a tendency in our field for presenting institutions to say, well, that's what credit cards are for. That's just not good business. And it's also wildly inappropriate to assume that somebody has a credit card that they can use that way.

Some tricky clauses in your engagement contracts. Ground transportation almost always comes up because, oh, you didn't tell me that you weren't gonna pick my company up at the airport. Now all of a sudden your company has another expense that they have to pay for. Oh, you didn't tell me you weren't gonna provide that one hot meal the dance company needs after the show is over. That's in the tech rider. It's in the hospitality section of the tech rider. So again, now your dance company

has to pay for that hot meal, but guess what? All the kitchens close in that town at seven o'clock. There are no hot meals available at 10 o'clock.

So what are you doing cases like that when your presenter or who's ever handling the contract, comes back to you and says, oh yeah, we can't pick them up at the airport and we're not gonna give them the meal. One of the first things you can do is go back to your documentation via email where you and the programmer documented that actually, yes, they were gonna pick them up at the airport and yes, they were gonna provide that hot meal because that was something you brought up in the negotiation process and that you summarized in the email and that you sent as a summary. So if you can point back to something like that, then it's really, between the programmer and his contract person to figure out, okay, yes, I did say yes to that. And so then it's let go. Or it turns out the presenter was wrong or maybe you never brought it up to the presenter, so now you're in a pickle.

Well, one of the things you can do is ask for a buyout for that expense, because maybe the reason the presenter can't pick your artist up at the airport is because it's some university rule. Maybe you can negotiate a \$500 buyout and the company is perfectly fine to get cabs from the airport to their hotel. You could also negotiate a buyout on that hot meal, but then you still need help getting that hot meal ordered in advance because again, all the kitchens closed at that town at seven o'clock at night. These are all things to consider when you are agreeing to the terms of either the offer memo or the contract as it comes back to you.

Buyouts are very common also for housing. They're also common for hospitality. 'cause maybe the presenter, again, has a small staff and just can't deal with it. Can't deal with providing fresh fruit, nuts and berries and some sandwiches backstage during tech and load-in. Okay, well thank you for telling us and let's negotiate a buyout. That's another layer of internal management for you and the tour manager to deal with.

The terms are not complete without the tech rider being signed off on and they've done that because their shows are particularly complicated. And that is something we know now and when we confirm the terms, we are chasing this confirmation as well as chasing getting that tech rider back.

In most cases, you will get the tech rider typically when they do the advance of the tech riders, that's your production team, speaking to their production team. So when the advance of the tech rider is done, that can typically happen four weeks, three weeks out to engagement. Two weeks out is about the latest you want in advance to happen because stuff comes up in the advance where the guy at the

theater says, we don't have a white marley. No one ever told us about a white marley, and now he's got eight business days to go find a white marley.

You can't do your production advance early enough, your tech advance early enough, but this is where you are at the mercy of the venue's production team and all the other tech advances they're doing. Have a look at their season, look at how many shows they're presenting. Be conscious and aware of the workload. Ask up front when can we expect to have our tech advance? But at a minimum, someone has had to look at that tech rider and give a general yes to everything that's in there (or NO's) and negotiate compromises, right? But you wanna do that again as far out as you can. And you are not always gonna be able to get that done because again, of what schedule they are on. But at a minimum, the presenter should have read the tech rider and given you a yes on everything

Other tricky clauses in engagement contracts. State of jurisdiction is a classic clause, and ours always names the State of New York as the state of jurisdiction. It's in there because entertainment law has been enforced in the states of New York and California, for obvious reasons in our country, the most. That's where there's the most legal precedence on the books, in the courts, on entertainment law.

My company is a New York State company. Elsie is a New York City business, so of course my contracts say the jurisdiction is New York. And of course, my presenting venue in Arkansas is gonna cross it out and put in the state of Arkansas. I'm always gonna lose that battle, but I gotta try, right? Sometimes they don't cross it out, but most of the times they cross it out.

But this is something to keep in mind. Should you run into a situation where you end up in court, you'd much rather that be in the state of New York, especially if you business is in New York again, because of the legal precedents in New York court for Entertainment law. Now, if your business is based in Pennsylvania, you need to talk to your lawyer about that and how your contract should be structured in terms of what state of jurisdiction should be named.

Force majeure is also a very tricky clause, and we're gonna have a whole other episode on force majeure 'cause wow, that's a whopper. We are spending a lot of time now negotiating out-of-pocket expenses. In a case of force majeure, what are we negotiating? We're negotiating that the artist will receive at a minimum out-of-pocket expenses at the date and time of the force majeure.

Force majeure is a timed situation. You can have a force majeure event six months out, six weeks out, six days out, six hours out from a show. Those four examples, the out-of-pocket expenses to that artist for those four specific dates, six months

out, six weeks out, six days out, six hours out are wildly different, right? If there's six hours out, they're on your stage. They've spent everything. They've paid all their people. There's no money. It's all spent. It's all gone. That fee you negotiated for them, it's all gone, right?

Six months out, maybe they haven't spent a thing. So when a force majeure is called, the timing of it is what then results in how much money the artist is going to be able to leave that engagement with.

It's a complicated topic. I'm just brushing the surface right there. But from our perspective as artist managers. If a company is six months out on a date and a force majeure is called something horrible has clearly happened. Let's pretend the artist hasn't spent a penny. But if the artist is on stage and they've spent every penny of that \$20,000 fee, our expectation is yes, even though that show isn't gonna go on, that the artist is going to get the full fee and they will be able to document all of those out-of-pocket expenses. That's our perspective and that's what we fight for. Again, we're gonna have a whole episode about force majeure.

Completely different cancellation is just a straight up, regular old cancellation. It's got nothing to do with force majeure. Right. So what would make a venue cancel a gig? That's a great question. There's a difference in cancellation "for cause" or cancellation "without cause." So a cancellation for cause or with cause would be, you behave badly. Your artist libeled the venue in public in a very loud way. The venue has cause to cancel that engagement.

Let's talk about a cancellation without cause. In this case I'm gonna talk about a programmer who had announced the engagement three months ago. Put the tickets on sale three months ago. Tickets were definitely on sale. The artist was definitely on their website, and this programmer canceled without cause twenty-eight days before the show. So you say, well, Laura, what's your contract signed off on? Well, he'd had the completed contract for six weeks, been sitting on his desk for six weeks. We had chased it several times to get the signature. And as my entertainment lawyer said to me, oldest is trick in the book because what was the programmer's response when I said, we have a confirmation of terms, we have a contract. The first thing he said to me was, oh, the contract's not signed.

My response was, it's not signed because you've had it for six weeks and you haven't signed it. Your contract manager and my contract manager are completely done and done with the document. All the changes and agreements had been signed off on. It was literally just waiting for his signature. Oldest trick in the book, and this is why I say to you, it is critical that you get your contracts signed as soon as you can.

Now, what I did have was their offer letter that stated it was legally binding and that was fully signed off on. So we had a confirmation of terms and an agreement. This is my Entertainment lawyer's interpretation of it. But because it was a university, the presenter's position was in the eyes of the university. It's not the university contract, and therefore the contract is not in effect. So this is where you're not gonna win. Right? And the idea of winning that argument in court, just thinking about it, I imagine \$40,000. Yeah. You don't, you know, when the contract itself is a \$20,000 contract, you're not gonna spend \$40,000 to go in front of a court. So this is the part where sometimes you just have to lick your wounds and back off.

Well, in this case my lawyer wrote an incredible letter to the university, claiming the signed offer letter pointing to the fully completed contract that had been sitting on the presenters desk for six weeks. We settled because even though we had that cancellation clause, and even though this programmer had signed off previously on that cancellation clause on six other engagements, he was declining to abide by my cancellation clause, which means he would've had to pay the whole fee anyway. Push came to shove. We settled at \$12,000, but again, this is why the paperwork is so critical to you.

This is why trust is so key. I'm at the point where I'm having repeat contracts at very specific presenting institutions. Sometimes the staffing is completely different. I'm working with the second or third programmer at that institution, but their contracts are the same. So I know I can look back in my files and I can see, oh, that's the one that always pays an inclusive fee and doesn't pick anybody up at the airport. So I can be prepared for that. So when I quote a fee, I already bundle it in. And when I take the fee to the artist, I say, this fee is higher because I put the cost of the pickup at the airport. Because they're not gonna do that for you. And I bundled the housing into this one because they're not gonna provide housing. So they know that all in advance.

There is definitely benefit from having time in the field, getting to know the institution and their contracts. And if you're lucky, the staff actually doesn't change and you are still working with these people and they get to know you. I mean, the folks that we are having repeat engagements with, they know that we're gonna fight for that out-of-pocket force majeure thing, they know that we expect our artists to be picked up at the airport and that that's really important to us. They know that the housing has to be within walking distance of the theater, and yes, we define what walking distance is.

So this is why all of that paperwork is so critical because when you don't know your presenter and you haven't had an engagement at that venue yet, and people don't do their jobs and people lie. It's really hard and it's hugely time-consuming and that's when your job turns into being a massive cleanup and your artist is at the venue and there's no one to pick them up at the airport and the white marley isn't there. And the guy who advanced the tech rider is actually no longer on staff and that makes for a really hard engagement, which none of us want, right? 'cause what we want is for the artist to show up, feel welcomed, have the things that everybody agreed to in advance actually there at the theater so they can put on their best damn show ever. So that audience can have an experience that they otherwise never would've had. Because this touring company came from, I don't know where, and they are in the middle of Arkansas performing the most incredible piece of theater ever. Because there was a small army of us that just spent that last 18 months making that possible.

So get your paperwork in order because you need it, and you need the protection. You need to protect yourself and all the work you are doing for your artists in the field. And you need to protect your artists so when they're on site that they can have a quality engagement and a great experience with that brand new audience in front of them.

Thank you again for your time. I hope this gives you a good sense of the minimum that is necessary in your contracting. We have put together a list of all the contracting terms we talked about, such as exclusivity and confirmation of terms, that will be linked in the description of this episode along with the transcript and glossary. We will have another contracting episode with our entertainment lawyer and then he can school all of us.

I hope you'll go see a show, see something, bring something different into your life that you never would've heard before or seen before, and please write to me and let me know what you thought.

Until next time.

(Fade out with jazz music by Manual Cinema)