

28. Is it an agent's responsibility to get the best deal for the artist regardless of the ramifications?

The late, great sports agent Bob Woolf once stated that unless he kept the well-being of the other side in his negotiations, he was not fully representing the best interests of his client. This philosophy represents the sense of partnership that is greatly preferable for all business agreements. Developing a relationship with a sponsor that is built on mutual concern will most likely result in return engagements and increased fees as the artist's audience grows in that market.

By working with sponsors through that approach, we were able to nurture long and productive relationships in many cities while assisting in the development of strong presenters for the scene in general. With some we were able to build our artists' value nearly 1000% over a five-year period. This attitude will also result in a sponsor's willingness to accommodate specific needs in terms of timing, routing, etc.

When we first began booking artists, we received a number of cancellations due to a certain agency's overcharging for a particular high-profile artist. The attitude of this agency was that they could always find a new promoter in any market willing to take a chance on this artist, or even suffer acceptable losses just for the reputation it would help them build as legitimate promoters. Unfortunately, the agency's misrepresentation of the artist's market value usually resulted in losses well above the anticipated shortage, and many of those sponsors were unable to remain active, canceling future engagements and causing a domino effect of turmoil for many other artists and agencies. This was terribly damaging to the entire touring scene, and further diminished the trustworthiness of agents in the eyes of many promoters.

Furthermore, charging too much can result in a sponsor's inability to pay the full contract price, throwing off the overall economics of a tour, and sometimes turning an anticipated profit into an unexpected loss.

Even if this doesn't occur, and a sponsor absorbs the loss, it most likely will have a negative effect upon the artist's reputation, as well as the sponsor's willingness to book other artists through the same agent. Some agents will also use the clout of a high-profile artist to force sponsors to overpay other artists on their roster just out of fear of losing their access to their big name draw. This may be beneficial to that lower profile artist in the short run – as long as they remain on that roster "protected" by the powerhouse draw. The other extreme is the agent who is so concerned over future bookings that they undersell their artists just to stay in the good graces of a sponsor.

The best approach is an intelligent, objective analysis of an engagement's potential, and appropriate negotiations within that analysis. The best way of dealing with this is with a reasonable guarantee against a percentage of the actual door receipts. (Methods for insuring honest accounting on such arrangements is in *Part IV* pp 363-6). A promoter who fears paying a fee that may be too high should have no opposition to such an arrangement, unless there is something prohibitive from a venue or organizational circumstance. In that case, an additional future date for a fee based upon the actual attendance can be made a part of the contractual agreement.

It's incumbent upon the agent to strike the proper balance of securing the best fees for their artists without damaging their future potential. Fees that are built over time can be many times more valuable than a good paying one-shot deal.