

CMA Matters

CHAMBER MUSIC AMERICA

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1977-2007 Thirtieth-Anniversary Conference

by Sarah Rothenberg

Celebrating Chamber Music in America

In January we celebrate Chamber Music America's 30th anniversary—not just an organizational landmark, but a milestone that marks the growth and maturation of a national artistic community. CMA now embraces a broad constituency: thousands of performers, presenters, artist managers, composers, educators, united by an ardent dedication to seeking new audiences and advancing the cause of ensemble music. As a service organization, CMA has grown to be a major force in American music, having funded more than 500 artistic collaborations and residencies (many for multiple years) and over 200 commissioned works, while providing access to reasonably priced health and instrument insurance, countless professional development seminars, and a widely read magazine. The annual conference is always a chance for members from our geographically dispersed community to meet and recharge, drawing inspiration from both the formal, organized activities and the informal exchange of ideas with colleagues.

January's events will celebrate our rich history and our diversity with more music than ever, and at some exciting venues. Chamber musicians—from period-instrument specialists and traditional ensemble performers to explorers of new music—will be out in force throughout the weekend, signifying the expansion that has taken place within the chamber music community and in the art form itself.

A celebratory Anniversary Concert—to be held Friday evening at the recently redesigned performance space in The New York Society of Ethical Culture on West 64th Street, near Lincoln Center—will feature a broad spectrum of artists, composers, and presenters whose successful collaborations in residencies and commissions have been made possible by CMA over the past thirty years. Performers and presenters from across the country will introduce artists with whom they have worked, giving a sense of the breadth and creativity of series and festivals presenting ensemble music today. Saturday afternoon's musical offering, at the historic Teatro Heckscher

continued overleaf



The Juilliard String Quartet,
recipients of the 2008
National Service Award
Photo: Nancy Watanabe/Sony

The Quest for Management

by Robert Besen

It is the rare day that I do not get an inquiry from an artist or ensemble about representation—and mine is a small agency. The inquiries come in many forms: large envelopes or boxes, e-mails, telephone calls, and conversations in virtually any setting. Occasionally letters come from people I know or know of; far more frequently they come from complete strangers. Sometimes they are personalized, such as “Dear Mr. Besen” or “Dear Robert” (and in that case, let’s hope I know the correspondent). Very often it is simply “Dear Manager” or not even that. Usually the inquiries are in English, but not always. Quite a few are from individuals who hail themselves as “the next J Lo.”

I truly wish I could take the time to answer all of them individually, but doing so would have an enormous impact on my ability to fulfill my obligations to the artists I already represent. It is worth noting that concert presenters face the same problem, often magnified several times, with inquiries from managers and self-represented performers. The reality is that unless you are working at a high level of recognition, you will not find it easy to get a manager’s attention, let alone an offer of representation.

Okay, so it’s tough out there. But somehow artists do get representation and they do perform. How does that happen? A number of factors go into the genesis of an artist-manager relationship, and it’s worth familiarizing yourself with that process if you want to increase your chances of finding a representative who will work effectively for you.

Are You Ready For Management?

Before contacting a manager, you must ask yourself about your own artistic readiness: Have you won any significant competitions or awards? Do you have an adequate, diverse, and well-rehearsed repertoire? Have you performed in outreach venues or programs? Do you have a history of commissioning new music? In short, what makes you special, salable?

How To Get My Attention

First of all, it does not hurt if I have heard of you. Managers try to pay attention to what is going on out there, if only to be knowledgeable about the competition. If you are performing with some frequency, then presenters probably have mentioned you to us, or we’ve seen your name on their websites and season brochures. We follow the national press, so we may see reviews. We are known to go to concerts. If we haven’t heard of you, then at the very least we want to feel that we should have; so make the case with credentials that show you have done a good deal of performing recently. Alternatively, if you have recently won a couple of important competitions or prizes, or you have been “adopted” by a notable artist or other person in the industry, you can make a case that you’ll get many offers to perform in the future. But one factor overrides all others, and that is the personal recommendation.

Imagine getting an unsolicited telephone call from a telemarketer selling subscriptions to a magazine you’ve never heard of. Most of us end such calls very quickly. Now imagine an old friend calling you to catch up on life. During the conversation she tells you about this incredible magazine she just started reading and suggests that you check it out. Will that translate into your taking a subscription? Not necessarily, but more than likely you’ll at least spend a few minutes looking at the magazine next time you see it, and perhaps you’ll even seek it out. At

the very least, if a copy lands on your lap, you’ll take the time to look at it.

Getting a manager’s attention is analogous. My ears will prick up if I get a call (or e-mail or letter) about you, ideally from someone I know and trust, but also from someone respected in the industry, such as the director of a top-flight chamber music series or a member of a well-known ensemble. Getting a communication from you that leads off with a reference to such a person (“Dear Mr. Besen: Mr. Bigshot suggested that I get in touch with you about possible representation of my piano trio....”) is not quite so good, but it will also help. It means the ensemble has acquired an important fan. Does that mean the ensemble with the powerful friend is “better” than the one without? Of course not, but with so many artists seeking representation, that someone knowledgeable is paying attention to this potential client is key to my concluding that there are presenters out there who will be interested in bookings.

Are We Ready For Each Other?

So, you’ve gotten my attention. When your powerful friend lets you know that she has spoken to me and that I said I’d be happy to hear from you, you may be instructed to telephone me, to send an e-mail, or to send a set of materials and recordings. Follow up immediately. From this point, I’ll be asking myself several questions: 1) Do I love what I hear, enough to hear it again in a concert hall or private audition? 2) Do I have a sense that I would get along with this ensemble—do they seem to be people who will communicate well with me and take care of their responsibilities with me and with presenters? 3) Will I be able to book enough work for them in the first year or two—and at what fee level, and is that likely to increase significantly in the future?

I put these questions in order of their importance to me—and notice that getting along precedes profit—but all three are critical. I may think your group is wonderful and feel a personal synergy with you; but if I feel I cannot derive a profit, I cannot afford to start a relationship; the time I put into pursuing engagements for you could adversely affect my efforts on behalf of clients with proven viability. If the missing factor is that I do not feel we can get along, then even if you are wonderful musicians and generate bookings, I may

fear the long-term drain on my psyche. And if you are easy to work with and a favorite among presenters, but just don't turn me on artistically, I will not be an effective salesperson for you. And remember—you must ask yourselves the same sorts of questions about me!

If the answers to all these questions are mutually positive, you and the manager are ready for each other. Some of these factors are very personal—there's no accounting for taste. But to some extent they are objective. Are you working? Are you getting re-engagements? Are you earning decent fees? Do you have a following? Do you have a recognizable and compelling artistic personality? Do you have something compelling for a manager to sell and for presenters and their audiences to buy? Ask yourself these questions now and throughout your career.

Signing On

I recommend that the agreement between an ensemble and its manager always be in writing, just as I always require a written agreement with a concert presenter to confirm a performance by one of my clients. It's not that I want a document that will serve as the basis of a lawsuit. Until chamber music becomes a much different business than it is, lawsuits are going to remain extremely rare and fruitless because, alas, the financial stakes are simply too low. Contracts are important because they prevent disagreements and misunderstandings. At least half of the contracts I issue to presenters get at least one correction before being finalized. Oh, the concert's at 7:30 p.m., not 8:00 p.m.! Better we know that six months before the performance than at 7:45. On the same principle, my agreements with new and continuing clients define the relationship and spell out a number of basic issues. This is a normal part of the process of reaching an initial agreement and in reviewing it over the years. Questions arise, requiring adjustments to the relationship. I expect those adjustments to be a two-way process, and most other managers probably do so, too.

A management contract has three basic components: 1) It gives the manager the right to contract on your behalf for certain types of performances and spells out how the contracting process works. 2) It defines the scope of the relationship (geography, exclusivity, and time). 3) It defines the financial relationship (how the manager earns money, how fees are paid to you, how

expenses are handled). Some contracts fit easily onto one side of a sheet of paper. Others are several pages long. (My own boilerplate agreement fills two pages.) Some will have a lot of legalese. Others will be extremely simple. No approach is wrong; the key thing is to ensure understanding between the parties by touching on all the issues. If you realize something important is missing, or you do not understand some point, the time to ask about it is before signing. If a question arises later, however, do not ignore the matter; deal with it before you end up with a festering problem.

Let's explore the three contract components in some detail. The crux of an ensemble-manager relationship is the explicit assignment to the manager of the right to represent the group and ultimately to sign contracts with presenters on its behalf. Not every ensemble-manager contract spells it out, though mine does, that this right is contingent on my getting the ensemble's approval of each engagement. Thus, each time I get an offer from a presenter for a performance that I feel is worth accepting (or considering), my clients get an e-mail or telephone call specifying the date, fee, and other terms. I look for an immediate response to that communication. Often I will communicate a tentative or likely offer rather far in advance in order to make sure I'm not barking up the wrong tree; but I will make clear the preliminary nature of the situation. Again, I expect a rapid response, which may be a simple approval to press on, a series of questions, or a set of conditions ("Yes, it's okay to accept that fee and date, but only if there is another concert nearby," or "Can you get a clearer picture of how many days this residency will last and how old the students are?").

*Written contracts
prevent disagreements
and misunderstandings.*

Your management contract must define the types of performance it covers. For example, my contract with guitarist William Kanengiser states that I represent him as a soloist for concert engagements and recordings. However, our agreement does not give me representation for his work as a member of the Los Angeles Guitar Quartet; indeed, it specifically excludes his work with any chamber ensemble of

which he is a regular member. It does, however, cover his individual participation in a chamber music festival.

Your agreement with your manager should define several issues of breadth. First, how long does the contract last? It is very common for there to be an initial term of two or three years, and then an automatic yearly renewal. Some contracts have an exit clause by which either or both parties can notify the other of a decision to end the relationship, perhaps with three or six months' notice. Next there is geography. My contract with the Daedalus Quartet is for worldwide representation (also called "general management"), while my agreement with the Orlando Consort is for North America only. That means that any concert the Daedalus gives, anywhere, is covered by our agreement. It also means that if a manager is later designated to work the territory of, for example, Europe, that manager will be expected to coordinate with me, and that I will be responsible for coordinating the relationship. Typically, a European agent might ask me for one or more blocks of time for bookings. If that manager wants the quartet to perform in her territory in April, for instance, then she must clear that with me. I am in the opposite situation with the Orlando; I get two periods, each three weeks, to book each season, and only in North America. If I got a call from a presenter outside that territory about the Orlando, I would refer that back to their general manager.

In the field of classical music, contracts with managers virtually always define the relationship within the assigned territory as "exclusive." (Jazz musicians generally have very different contractual relationships, often involving a manager plus a number of booking agents.) In the case of the Daedalus Quartet, that means the contract's terms apply to every performance the ensemble gives, no matter how that performance comes about. For the Orlando, it means any performance in North America, no matter how it comes about—whether the presenter called me, or I called him, or if the presenter initially called a member of the ensemble, or vice versa. Under some circumstances I might agree to let an ensemble's performance take place even though it is not under the aegis of my agreement—example: a very low-fee situation, which makes no sense for me to spend time on—but that is always my decision to make, not the ensemble's.

The rationale for exclusivity is that without it, things can become a free-for-all. If I were a presenter and knew I might get a group more cheaply by contacting them directly, perhaps I'd do that. Or maybe after communicating at length with the manager, I'd decide to abandon her and contact one of the artists (sort of like browsing at your local upscale bookstore and then going home and ordering from Amazon). A good ensemble-manager relationship is a team effort. It is not practical or desirable to try to designate this or that concert engagement as primarily the work of one side or another.

Issues of exclusivity ultimately refer to how a manager is compensated. The contract should very clearly specify the commission percentage and any circumstances under which that percentage may differ from the norm. The standard commission is 20 percent of the gross fee (the full fee paid by the presenting organization, not what is left after the ensemble covers travel expenses). The contract should make clear how and when the manager collects the commission and how and when the ensemble is paid the balance of the fee. In most cases, presenters pay the manager, who then deducts the commission and sends the balance to the ensemble within some reasonable amount of time. My standard arrangement is to pay the ensemble within 10 days of receipt of the fee from the presenter. Occasionally, a fee is paid to an artist, in which case I expect the ensemble to send my commission within 10 days of receiving the fee.

The contract should also specify any additional charges—such as a retainer or a one-time, up-front charge required by the manager—and spell out how these will be paid. Retainers are a complex issue, in that such payment usually does not guarantee any particular level of success in booking concerts. Take care to determine if a monthly payment covers some or all of the sorts of expenses I'll enumerate below, or if it is a stream of guaranteed income for the manager. If it is the former, look for an assessment of the expenses covered and establish a method of accounting and reconciliation. If it is the latter, be sure you can afford it and that you feel the investment is a good one. If a one-time charge initiates the relationship, get a clear statement of any specific expenses covered by that sum. Such charges compensate the invested labor of the

manager, who may not see commission income for as much as a full year after the relationship begins; you must decide if that is something you can afford.

The contract should state what expenses will be billed to the ensemble, how they will be collected, and when the ensemble must approve a particular expense undertaken on its behalf by the manager. Managers typically bill their clients for a share of such expenses as roster advertising (such as in *Musical America* or *Chamber Music*), an annual roster brochure (design, printing, mailing), and long-distance phone and postage. If the

manager arranges for the creation of promotional materials (photos, flyers, demo recordings) and advertising for individual artists, that will be billed to the artist. Ensembles usually have a great deal of say in the creation of these materials, including the budget. My policy is to clear any non-everyday expense with my clients, but sometimes that can be quite cumbersome and time-consuming. I therefore include a clause in my contracts allowing me to use my judgment in incurring certain costs without advance permission, so long as they are under a certain limit, generally \$200. That allows me to act instantly when the ensemble gets a great review by getting a layout over to the copy shop and mailing it out to presenters right away.

Working Together

It is too often forgotten that managers work for their artists and not vice versa. The contract is important, and getting an effective manager working for you is a critical step in a career; but it cannot be overemphasized that your responsibilities as an ensemble at this stage are not limited to rehearsal, travel, and performance. Remember, it is your career, and your manager is acting as your surrogate. Every time I pick up the phone to call a presenter, I am speaking on a client's behalf. If I do not have a clear message to send, my chances of getting a booking are immeasurably lower. The message needs, generally, to be more than, "Jane, this group is really wonderful. You'll like them." Now, if I have a strong relationship with Jane, that may in fact be enough to get you a first booking. But the re-

engagement will depend on how the performance, and all the things leading up to it goes, and for there to be a compelling reason to bring back your string quartet rather than one of the many other ensembles looking for the same job.

What this means is that I count on my ensembles to work with me, not simply depend on me. I am most effective in my work when the ensemble 1) is very professional about handling the details of the booking (getting the date on the calendar) and servicing processes (from securing the engagement to walking on stage); 2) feeds me creative ideas about repertory and other projects; and 3) takes a proactive approach to figuring out new venues.

This last item means I like working with artists who are effective at pressing the flesh: those who get to know presenters, board members of presenting organizations, important members of their presenters' communities, and in general the industry's movers and shakers—and who will make sure I know about these effective avenues. I appreciate it when the ensemble understands that while I will do my best to follow these leads, positive results are not guaranteed, and certainly not immediate. Yet I also welcome the ensemble's following up with me on my progress and taking the opportunity to strategize when we've hit a wall. Whether it is between me and a presenter, or between me and a client ensemble, pleasant, realistic, and constructive persistence is the key to success. I will conclude with the advice I give every new client: "If you haven't heard from me recently, that's a signal that I need some help. Figure out a way to offer me that help." Good luck!

Robert Besen, founding director of BesenArts, manages soloists and ensembles, including the Peabody Trio, the Daedalus Quartet, the Orlando Consort and the Atlantic Brass Quintet. A former associate director of Concert Artists Guild, Besen created and implemented the Guild's artist management program, through which he launched the careers of many of today's most successful young soloists and ensembles. Besen has also conducted the Riverside Symphony.

"Quest for Management," originally published in 2004, has been one of the most popular and frequently requested articles in CMA Matters, and we therefore are reprinting it in this issue.

Pleasant, realistic, and constructive persistence is the key to success.

Conference, continued from cover

at El Museo del Barrio on Fifth Avenue, will showcase recent compositions commissioned and performed by CMA grantees.

The Closing Concert on Sunday evening, at St. Luke's Lutheran Church, will pay homage to the Juilliard String Quartet, recipient of this year's Richard J. Bogomolny National Service Award. Celebrated and emerging quartets—some mentored by the Juilliard—will perform.

As always, the conference includes skill-building workshops and panels, an expansive exhibit area featuring hundreds of products and services, and numerous networking opportunities at receptions, breakfast roundtables and the Annual Banquet. Issues

to be addressed include Audience Development and Outreach, Performance and Programming, Organization Building, as well as general leadership issues, in sessions led by policymakers and leaders from the worlds of foundations and government agencies, music journalism, education and performance.

Member ensemble showcases will return this year, and are scheduled throughout the anniversary weekend.

Eileen Mason, senior deputy chair of the National Endowment for the Arts, will discuss *American Masterpieces:*

Chamber Music, the agency's newly launched program supporting performances of ensemble music by American

composers. Mason's speech will be followed by the General Session *American Masterpieces: An Open Rehearsal*, featuring the Juilliard String Quartet preparing Elliott Carter's String Quartet No. 2.

So save the dates January 4–6, 2008, with post-conference seminars on January 7. Don't miss

what promises to be an exciting weekend celebrating how much our family has grown.

Pianist Sarah Rothenberg is artistic director of Da Camera of Houston and CMA's 2008 National Conference Chair.

The Juilliard String Quartet will give an open rehearsal of Elliott Carter's String Quartet No. 2.

New Music Institute

Methods and strategies for deepening audiences' understanding and enjoyment of contemporary chamber works

FEATURING

Richard Kessler

executive director,
Center for Arts Education, NY

The Ying Quartet

faculty quartet in residence,
Eastman School of Music

Rob Bailis

director, ODC Theater, San Francisco, CA

January 7, 2008

9:00am–5:00pm

Jack H. Skirball Center for the
Performing Arts at New York University

Register now at

www.chamber-music.org/events

The New Music Institute is made possible by the New York State Music Fund established by the New York State Attorney General at Rockefeller Philanthropy Advisors.

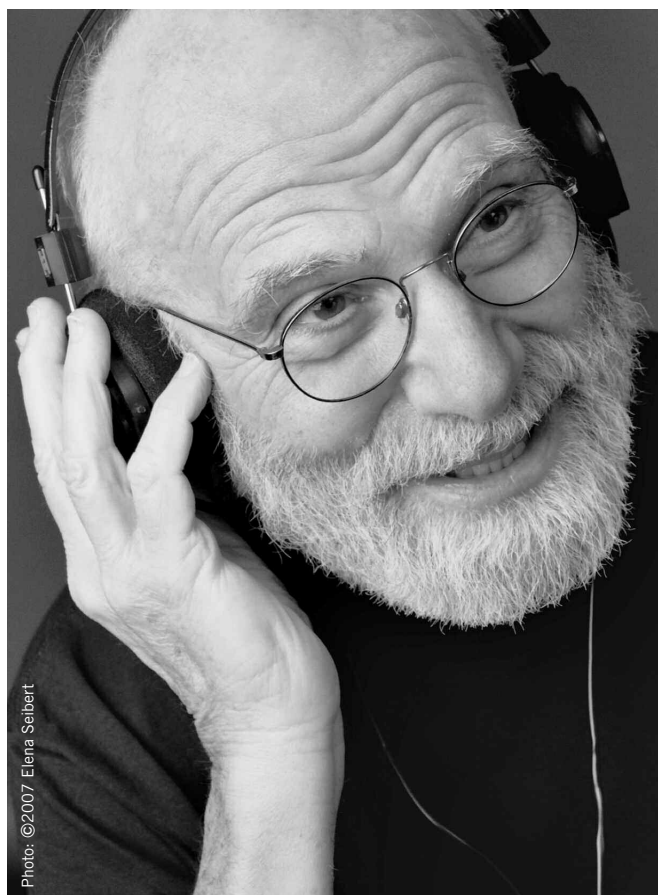


Photo: ©2007 Elena Seibert

Chamber Music America's 30th Anniversary Conference

KEYNOTE SPEAKER: **Oliver Sacks**, neurologist, Columbia University Artist, Author of *The Man Who Mistook His Wife for a Hat*, *Awakenings*, and *Musicophilia: Music and the Brain*

Juilliard String Quartet – 2008 Richard J. Bogomolny National Service Award Recipients

January 4-6, 2008

Westin New York at Times Square

Register now at www.chamber-music.org/events.

CMA Matters

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Date line

Grant Opportunities

CHAMBER MUSIC AMERICA PROGRAMS

Residency Partnership Program—Support for ensembles, festivals and presenters to program chamber music residencies with community partners. **DEADLINE: December 7, 2007.**

New Works: Creation and Presentation Program—Support for composer-led jazz ensembles. **DEADLINE: February 28, 2008.** FMI: www.chamber-music.org.

Contact: Susan Dadian (212) 242-2022, ext. 13 or sdadian@chamber-music.org.

OTHER GRANT DEADLINES

Artists & Communities—Supports partnerships between visiting artists and non-profit organizations for community-based creative projects in DE, DC, MD, NJ, NY, PA, VA, WV and the U.S. Virgin Islands. Any nonprofit organization in the region may apply. **DEADLINE: December 3, 2007.** FMI: www.midatlanticarts.org.

USArtists International—Funding for U.S.-based ensembles that have been invited to participate in international festivals. **DEADLINE: January 7 and May 5, 2008.** FMI: www.midatlanticarts.org.

The Aaron Copland Fund for Music/Recording Program—Support for organizations that record contemporary American music. **DEADLINE: January 15, 2008.** FMI: www.amc.net.

Trust for Mutual Understanding—Grants to nonprofits conducting cultural exchanges with institutions and individuals in Russia and Eastern/Central Europe. Letter of inquiry required prior to application. **DEADLINE: December 3, 2007.** FMI: www.midatlanticarts.org.

Pennsylvania Performing Arts on Tour—Fee support for presenters from across the U.S. to present Pennsylvania artists. **DEADLINES: February 15, 2008 and June 16, 2008.** FMI: www.pennpat.org.

Commissioning Music/USA—Support for works that involve music, visual, and other media, or performing art forms. **DEADLINE: March 14, 2008.** FMI: www.meetthecomposer.org.

The Aaron Copland Fund for Music/Performing Ensembles Program—Supports organizations whose performances encourage and improve public knowledge and appreciation of serious contemporary American music. **DEADLINE: June 30, 2008.** FMI: www.amc.net.

New Music Institute

Chamber Music America/New Music Institute—January 7, 2008, New York, NY. FMI: www.chamber-music.org/events

Conferences

Chamber Music America/30th Anniversary Conference—January 4–6, 2008, New York, NY. FMI: www.chamber-music.org/events

International Society of Performing Arts Foundation Annual Conference—January 8–10, 2008, New York, NY. FMI: www.ispa.org.

International Association for Jazz Education Annual Conference—January 9–12, 2008, Toronto, ON. FMI: www.iaje.org.

Association of Performing Arts Presenters Annual Members Conference—January 11–15, 2008, New York, NY. FMI: www.artspresenters.org.