

Contracts, Collaboration, and the Transition from Independent to Major Label Artists

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INTRODUCTION

There are many factors for an artist to consider when being introduced to a contract from a major record label. One must consider what one thinks would be helpful; if improvement should be focused on music, image, finances, visibility, or sales. Labels are able to help with all of these categories, but those who are signing must determine if the methods they use would be beneficial to their career as well as their image. This paper will focus on artists specifically looking to be involved with commercial music. The people working for the artist are vital, as the label's reputation affects the actions they take to create different artist changes and results. Several aspects, including the process of signing, the four different types of contracts, and how it can affect an artist, will also be discussed.

At times, a contract can be more beneficial to one party than the other. Trust must be established; some contracts may include fictional expenses, while some may save the artist time and money even if their work never takes off. Major labels have the potential to completely change an artist's life, music, and career. This creates a possible change in popularity, sound, and general differences in working structure. They can reach their goals if they sign the right deal with a good label, however, a bad contract can be a setback and do the opposite. Even years after signing with a label, an artist can change their mind, but may be bound by the terms of the contract.

There are three general directions that an artist can choose to take in their career; the DIY artist, Independent artist, and Major Label artist will be discussed. The core of this paper is about what can happen during the transition of when a DIY or independent artist signs a contract with a major label. This can help musicians looking to sign to a label, as well as people who want to learn about and work with the industry. This can include managers, lawyers, and producers who

must recognize what is included in the average deal and what they should consider before making any major decisions with their client.

TYPES OF ARTISTS

DIY ARTIST

Do-It-Yourself (DIY) artists are musicians who essentially work on their own. Writing, recording, producing, marketing, booking, and related management functions are all under their responsibility. They can optionally have a team of people who can help them move forward, but these partners are not required to obtain a certain percentage of profit by any means. Payment can be discussed between the artist and potential representatives, but official documentation is not always a necessity based on the situation. The artist can make this decision on their own, as they can also be considered free agent acts.

As a result of not being tied down to any company, all of the revenue goes straight to the artist. This is an ideal situation, but there is a lot of work has to be put in to get this result. The DIY artist is their own manager who takes responsibility for the production, marketing, performing opportunities, recording costs, and everything in between. It all comes from their wallet and their personal connections. Who an artist knows may help them kick off their career networking by getting on the radio, or being booked at a certain venue.

Without this, obtaining visibility becomes much more difficult. However, with social media today, there are a lot of options for DIY artists to get themselves in the spotlight. This includes personal advertisements on all platforms for any new work including song releases, show announcements, and general life updates to create a following along with a strong connection.

Jake Kerkapoly, a DIY singer songwriter from New York, was able speak on how he obtains his audience on his own. As he is searching for a label to sign to, he recognizes that the process is not as simple as it may sound. “I think the biggest problem with signing deals is that there’s so many, anyone can create a label nowadays. Well, I mean, in the past couple years, labels are starting to almost decline in a way because of the independent artist making a rise due to the Internet age.” Kerkapoly does everything for himself, including marketing, which is where the internet and social media comes in to help his visibility. He has paid for advertisements on Instagram which has helped him obtain his first 1,000 followers. The cost for this app service reaching out to between 2,400 and 3,600 people cost him \$15, which is a small amount for a small start to visibility. “I keep saying ‘money,’ but like, I mean, it’s what it comes down to nowadays.”

Kerkapoly says he will seek out a lawyer who knows entertainment when it comes to signing with a label to create the idea of “this is a song by this person,” rather than “we own this song.” He finishes our interview with his own advice:

“It’s great if you have great music and there’s a lot of people with great music, but what people don’t realize is that the people who make it are the people who brand really well. You know, it’s all about marketing because it’s a business in the end. So when you have a team of people focused on how to aim your music at a certain demographic and then have, if it’s a big label, say Universal for example, they probably know people in every radio station, every studio, every city” (Kerkapoly 2).

Contracts have the potential to make a large difference in how an artist works, which is why it is important to take note if one is signed. This can shift the creative control, as there is nobody above them telling them that they can or cannot do something. Complications make it

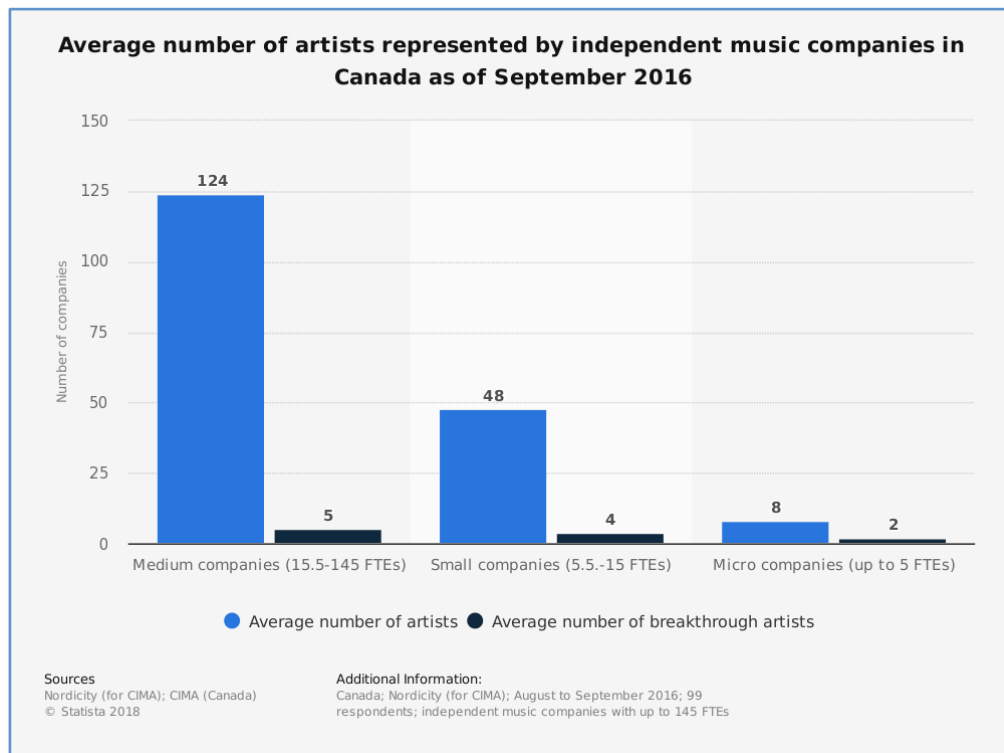
vital for artists to find a knowledgeable entertainment lawyer to look over all paperwork before making any commitments. DIY artists are often mistaken as independent artists, however, independent artists are signed to contracts under independent labels. These companies may have more structure than a DIY artist but tend to be less demanding than a major label contract, which include more components that will be mentioned throughout this paper. This leads to the next type of artist to be discussed, which is the Independent Label Artist.

INDEPENDENT LABEL ARTIST

Independent labels are companies that tend to be smaller in staffing and funding with more flexibility than major label companies. This branch has existed for decades, one of the first companies being a rock and roll label titled Sun Records in 1952. They can be defined as “small record labels that are independent of majors (in terms of the artist acquisition, recording, and promotion), though still reliant on a major for distribution and more extensive marketing” (Suhr 125). Depending on the company in particular, they may be more or less successful with or without strong media connections. They tend to allow additional hands-on action and freedom to the artist, yet they are still signed to a contract. There are still opportunities to negotiate any terms; while the contract may be less demanding, it is still a contract.

Due to their size, they take on fewer projects and spend more one-on-one time with the artists that they do sign. The companies are known to be more “artist friendly,” where the artist is still given creative control and a larger portion of the profit. However, success breaks down to the label’s reach. The company’s size may affect their place in the industry, therefore forming fewer relationships than a major label might be able to provide to an artist.

Studies conducted by the Canadian Independent Music Association (CIMA) revealed different success averages through independent labels in 2016. The FTE, or full time equivalent, indicates the amount of time employees collectively put into all of their artists, which increased with company size. However, the chance of a “breakthrough” did not necessarily depend on this factor. The medium sized companies, often partnered with major label records, provided 4% of their artists with a successful image through a hit single. Micro companies often consist of DIY



(Statista 1)

artists; although there were less who attempted to shine, the ones that did obtained a 25% chance of making it big. This presents the idea that spending more time on promoting an artist individually is just as important as having the right connections (Statista 1).

In the same year, independent labels were able to generate 38% of all global music sales. This is a 6.9% increase from 2015, and equals a profit of over \$6 billion. Along with this, the

United States market alone rose from 1.7% to 37%. Martin Mills, president of the Worldwide Independent Network company responsible for this study, stated “it speaks volumes for the tenacity, passion, and entrepreneurship of independent labels, and the public’s desire for musical diversity, that even in these times of global dominance by major corporations, almost 4 out of every 10 dollars spent on music goes to the independent sector” (Smirke 1).

There are various branches of independent labels, as more companies are formed on a constant basis. The focus is on promoting rather than funding, therefore forming thousands of companies with different structures for artists to look into. One in particular is known as Mad Decent, which was formed in 2006 by DJ and record producer Diplo. He has been active in the music industry for nine years before creating this label to expand his music connections. In 2008, a festival known as the Mad Decent Block Party began touring the United States annually. This self-promoted the artists involved along with the label itself. To this day, Diplo makes music for himself and over 4.7 million of his Instagram fans while signing over eighty pop and techno artists onto his team (Mad Decent 1).

Another company is known as Visionary Music Group, which was founded by manager Chris Zarou in 2010. A rapper known as Logic was the first artist to sign with him, resulting in the release of three mixtapes in three years. Logic would still produce his own music, occasionally with other artists, while Zarou covered any management aspects including marketing and financing. Logic and Zarou agree that “[their] fanbase is the best street team that’s possible.” Branding, including fans referencing to themselves as the “RattPack” and “Bobbysoxers,” was able to get the word out in a way that was fun, collaborative, and promotional.

Def Jam, a major label record, signed on with Logic and Visionary Music Group in 2013 which helped them to begin releasing albums (Power 106 LA). Logic's most recent album titled "Everybody" landed a number one spot on the Billboard 200 with a performance of his double platinum song "1-800-273-8255" at the Grammys in 2017. This led to success for Visionary Music Group as well, who signed on six more rap artists since Logic's success (Forbes).

MAJOR LABEL ARTIST

There are hundreds of different independent record labels around the United States, some more successful than others. When it comes to major labels, there are five high money-generating companies that can be referred to as "The Big Five." Each of their revenues start at \$1.9 billion; this includes Warner Music Group, EMI, Sony Music, BMG, and Universal Music Group.

These companies have the money and the resources readily available to send an artist to a more visible place in the industry at a faster pace. Thousands are employed at each different establishment, with locations across the United States and Canada. The marketing and production aspects are easily covered, as well as contacts in the industry. Most of the biggest names in music are signed to major label contracts, including Taylor Swift to Universal Music Group, Katy Perry to Capitol Records, and Cardi B to Atlantic Records (Roberts 2).

As these companies have resources readily available, they work in an accelerated setting. If there is no success with an artist's music, there is less hesitation for the label to drop them as a client. The artist's input may not be fully considered, as the label will do anything they can to bring a following and put a brand name on the artist. A fan base results in money, which is

ultimately their goal. Different companies may have more or less flexibility, but it always comes down to funding.

Due to all of the responsibilities and access of big name companies, there is less of a profit share for the artist. Although the percentages that artists obtain may technically be smaller, they tend to make more anyway since major labels can generate higher amounts of money for many of their clients. Most of the royalties do not go directly to the artist, therefore they cannot fully maintain the rights or creative control. There are different components in the business that an artist may want covered yet some they may want to handle on their own, which can often steer artists away from these major label deals (Voogt 1).

CONTRACTS

All contracts are different, as they are a result of negotiations. Contracts can exist in any situation, but most often within Independent Label and Major Label companies. If the label can offer less money to an artist who will accept the proposal, there is no reason to provide them with more of the cut. This is the artist and their team's responsibility to work out whatever dissatisfactions there may be in the deal.

The Recording Industry Association of America, also known as The RIAA, analyzed 600 different contracts that were signed between artists and "The Big Five." Results showed that 290 artists who signed contracts in 2000 were represented by counsel, an agent, or both. This support is necessary in order to make sure that the deal includes everything that the artist wants (Marshall 3).

Continuing to analyze RIAA contracts, deals tend to be more beneficial to the artist once they have secured a successful release. There is not as much pressure to put the artist in the

spotlight, since they may already have thousands of supporters already. The average commitment provided to new artists in 2000 was \$450,554 along with obtaining 15.2% of royalty rates. Re-signed artists obtained an average of \$3,725,206 with a 1.7% royalty rate increase. Many supporters will buy their favorite artist's album either way because they already have hope and preference for the music, therefore it is a more beneficial project for the label to pick up as well (Conniff 1).

PRODUCTION LABEL

A production label contract is the equivalent of signing to a specific producer who would solely mix and master tracks, rather than to a general company who may also cover sales and other forms of marketing. Artists are given the opportunity to work one-on-one with the person who will be perfecting their music. This allows more discussion and focus on improving the sound to the artist's liking. However, there is a large percentage of profit that goes towards the producer. Several existing contracts state that the producer obtains half of the profit. There are also contracts with no percentages included at all, known as sales.

Artists can purchase a music composition or beat along with its rights. Below is an example of a contract between the producer and artist. The price tag of a sale is normally higher, as it is a one-time payment for all of the rights. The commonality of this transaction is lower especially among popular music, as it refrains the producer from obtaining a continuous profit or using it again. This is known as a work for hire, while non-exclusive licenses would allow the producer to continue holding their rights and profit share (Gordon 2).

Song and Track:

Delivery Date: Previously Delivered

Fee: Five Hundred Dollars (\$500.00)

Fee includes all expenses.

RIGHTS TRANSFERRED: WORK FOR HIRE

All services performed in conjunction with the Song and Track including any materials such as rehearsal tracks, outtakes, or other materials provided by Producer ("Materials") shall be deemed to be performed and delivered on a work for hire basis for _____ ("Artist") and Artist shall be deemed to be the author of the Materials and the owner of any copyrights in the same. If such services or Materials are for any reason not deemed to be a work for hire, Producer hereby assigns all rights in the Materials including the copyrights therein to Artist. Without limiting the generality of the foregoing, Artist and any person authorized by Artist shall have the unlimited exclusive right, throughout the universe and in perpetuity, to manufacture or create digital masters of the Song and Track by any method now or hereafter known, derived from the Song or Track and to sell, license, market, transfer or otherwise deal in the same under any trademarks, trade names and labels, or to refrain from such manufacture, sale and dealing. No other compensation shall be due to Producer except the Fee set forth above.

Additional Terms

Time for Payment
Upon execution.

Warranties

Producer warrants and represents that (i) the Materials delivered hereunder shall be original; (ii) Producer has full authority to enter into this agreement; (iii) the Materials will not violate the rights of any third parties; and (iv) that Artist shall be entitled to use the Materials including the Song and Track for any promotional or commercial purpose without permission from or payment to any third party. Producer shall hold Artist harmless and indemnify Artist against any claim, including reasonable attorneys fees, arising in connection with Artist's use of the Materials.

(Gordon 1)

DISTRIBUTION LABEL

While the production label focuses on creating the music, the distribution label contract focuses solely on the marketing aspect of the work. This is a popular choice for those who are capable of being their own producers, but need the connections that companies may be able to provide them with. The artist is expected to come to the table with a finished, or close to being finished work. The label then gets the product into stores and music services online. Their music

can be made available on visible digital platforms. Labels are also able to provide the artist with music video and performance opportunities. This deal tends to take less of the artist's money, but common contracts have taken up to 25% of the artist's cut. There are no up-front payments given to the artist since they have their own means to create their music. Distribution can be done by distribution companies, but also sections of record labels and managers (Voogt 1).

STANDARD LABEL

The standard label contract is known as the most common option for artists. These are regularly proposed by major label companies who have the resources available to offer an artist everything they need. It is also considered “the fastest route to music stardom, with publicity and marketing resources and connections” (Knopper 1). When signing to a standard label contract, the company becomes involved with the artist development, recording, distribution, and marketing; they cover the bases of what an artist needs to succeed. The label usually gives the artist an advance, which has to be paid off, and then artists usually receive up to 15% of royalty rates that result in the profit generated from their work (Locke 1). This is the smallest royalty percentage average of all of the contract options.

360 LABEL

The 360 contract is a newer label type that was first considered in 2002. It is very similar to the standard label, as it still covers all aspects of artist development, but usually gives the artist more creative control. Instead of only taking royalty rates, the company receives a percentage, usually around 10%, of all profit generated. This includes the recorded music as well as factors like online content, performances, publishing, and merchandise. “It gives the label incentive to

work hard,” states Chris Black, marketing manager for the pop-punk band Cartel. There is more that the label can create for the artist’s sound and image, therefore more money for them to potentially make (Marshall 1).

Many artists trying to work on their image are well suited for this type of deal. This could be visibility or change in demographics. For example, stars like Miley Cyrus maintained a “Disney Channel” image for a long time. This was the “perfect girl,” parent approved act from the show “Hannah Montana” that lasted until she got older and wanted to branch off. She needed to be taken in a completely different direction, and therefore signed an updated 360 contract with RCA (New York Post 14). This improved her process of rebranding and created a whole new look, which can often be remembered with a wrecking ball.

Paramore, an emo-pop music group from Tennessee, was one of the first to sign to this type of contract with Atlantic Records in 2005. An average contract would only cover their recorded music, but their agreement also gave Atlantic rights to their touring, sales of merch, music publishing, and marketing. Atlantic became investors for Paramore; they would pay or do whatever was necessary to get their music heard. They were successful together as well, as their album titled “Riot!” sold over 374,000 copies and earned 2x platinum. Singer Hayley Williams stated, “you have to give up pieces of something to get back something from your work. We’ve been lucky. It really does feel like a great partnership” (Knopper 1). To this day, Paramore is still releasing music with the same label, along with an additional contract with independent label Fueled by Ramen.

At the same time that this type of deal has been helpful to several artists, others are skeptical. Natalie Maines, member of the country-pop group known by Dixie Chicks, states, “now that there’s not as many album sales and record companies aren’t making as much money,

they try and screw [artists] by getting half of their touring and their merchandising and publishing... with the internet and technology today, you don't have to be so hungry for a record deal." This is a matter of what factors an artist believes that they need support with; if they can truly handle certain aspects on their own, then a 360 deal may not be the best contract to sign to (Marshall 1).

PROFIT SHARING

Studies from 2008 have shown that artists get an average of 6.6% of CD sales revenue. The rest of the team's profit split is as follows: producer (2.2%), songwriters (4.5%), distributor (22%), manufacturing (5%), retailer (29.7%), and record label (30%). These percentages would have been previously determined in the contract that was signed by the artist, so they would be made aware of their share. For example, Demi Lovato's 2013 CD release titled "Demi" made a total US profit of \$482,000. Based on this number, Lovato earned approximately \$31,812 for herself (Okorochoa 1).

While CD production involves different means of production, there are different people involved when selling the same album online. In regards to iTunes, Apple obtains 30% of the revenue while the label obtains 70%. Of the label percentage, the artist is given an average of 12%. This equates to 8% of the total album, which is more beneficial than CD sales but is still clearly a small number. The difference between how much an artist would earn here and with physical sales will be discussed. Online streaming has become the most popular source of music throughout the years, so labels have to keep up with where to make their artist visible.

REAL LIFE EXAMPLES

Thousands of artists have experienced these contracts in different ways. While some get lucky on the first try and remain successful with their decision to sign, there are many who do not have as fortunate of an experience. Both popular and less known artists can go through this tedious process.

Even when it may seem an artist has a good record label to stick with, anything can always change. Madonna, also known as “The Queen of Pop,” wanted to abandon her contract with Warner Brothers Records to take a better offer from Live Nation in 2007. They proposed a 360 deal that would give the star \$120 million for three albums, along with sharing the rights to market her shows and merchandise. She already has a strong image, as her 2005 album “Confessions on a Dance Floor” sold 1.6 million copies in the United States alone. She followed it with her record-breaking tour, where the sales from her 60 shows made her the highest grossing female artist on tour at \$195 million (Leeds 2). Therefore, they knew they had a moneymaker to work with.

However, Madonna could not join Live Nation until she fulfilled her contract with Warner Brothers, as she still owed them one more album. Even after completing this, she will always have ties with the company due to the fine print in their agreement. Since they have partial ownership of the work that they previously made with her, they will always profit off of it. This would not be a problem with her new collaboration with Live Nation because they clearly stated that the ownership would fully become hers after a certain amount of time. The contract is along the lines of the average 360 deals, where the artist shares the revenue for record sales, performances, merchandise, etc.

Ties with contracts can get even trickier within personal conflicts. Pop singer Kesha faced countless difficulties as she attempted to abandon her contract with producer Dr. Luke, who she claimed “had for years sexually, physically, verbally, and emotionally abused her.” Her 2012 album “Warrior” had to wait years to see a sequel, as legal battles and discomfort took priority. Although she was able to work with other people under the same label, she was legally stuck and shared much unwanted time and profit with Dr. Luke after releasing her 2017 album “Rainbow” (Coscarelli 1).

CONCLUSION

To put it simply, artists sign with a label in order to record and sell their music. Some do it for the publicity, some genuinely love to make music, and some just want the money. Either way, these choices share the goal of showing their work to as many people as they can.

It is important to consider every single option one has to become a full-time musician. Every musician is different, and every contract is different. One must personally weigh the pros and cons and consider what they need from the label to choose their best path. Obtaining this opportunity in the first place is a chance that many aspiring artists dream of.

While record label opportunities can be the best thing that can happen to an artist, every artist and every contract is different. Therefore, each situation requires different care. This is most easily obtained when there are several people to secure the legitimacy of the plan. Artists should be able to obtain what they want, as this is their career that they will be spending time, money, years, and passion on. To sum it up, if the artist is satisfied with what their contract entails, signing with record labels is a good way to go for a faster ride to the top.

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