# STATE OF NEW YORK

11270

# IN ASSEMBLY

May 4, 2026

Introduced by M. of A. VALDEZ -- read once and referred to the Committee on Tourism, Parks, Arts and Sports Development

AN ACT to amend the arts and cultural affairs law, in relation to enacting the "advancing rights for talent, independence, services and tenure (ARTIST) act"

**The People of the State of New York, represented in Senate and Assembly, do enact as follows:**

Section 1. Short title. This act shall be known and may be cited as the "advancing rights for talent, independence, services and tenure (ARTIST) act".

§ 2. Legislative findings. The legislature finds and declares that:

(a) New York's music industry contributes nearly twenty-five billion dollars annually to the state's economy, supports tens of thousands of jobs across recording, publishing, live performance, and distribution, and ranks second among all states in music industry gross domestic product behind only California. New York is home to one of the nation's largest concentrations of recording artists, songwriters, composers, and music producers. The companies that acquire, distribute, and commercially exploit their recordings and compositions depend entirely on the creative labor of those individuals for their commercial value. Yet standard recording and publishing contracts function to transfer substantially all long-term economic value to companies while leaving artists to bear the full risk of commercial failure.

(b) The state's arts and cultural affairs law already recognizes the need to protect artists from long-term exploitation, prohibiting indefinite personal services contracts for performers under the age of eighteen. This act extends those protections to adult artists, closing a gap in the existing law that has left New York's creative workforce vulnerable to indefinite and one-sided contractual arrangements.

(c) The mechanisms through which this exploitation occurs include unilateral option periods that restrict the artist at the company's discretion; minimum commitment structures that condition the artist's right to leave on delivery requirements the company controls; and exclusivity provisions that prevent artists from developing alternative

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

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professional relationships. These arrangements are not the product of arm's-length bargaining. A small number of entities control the distribution infrastructure through which creative work reaches audiences at scale.

(d) The legislature therefore finds it necessary to establish reasonable limits on the length of creative contracts and to provide artists with fairer terms regarding compensation and ownership of their work. The purpose of this act is to modernize New York's arts and cultural affairs law, promote career mobility and strengthen the stability of the state's creative economy.

§ 3. The arts and cultural affairs law is amended by adding a new title L-1 to read as follows:

**TITLE L-1**

**ADVANCING RIGHTS FOR TALENT, INDEPENDENCE, SERVICES AND TENURE (ARTIST) ACT**

**ARTICLE 36**

**ADVANCING RIGHTS FOR TALENT, INDEPENDENCE, SERVICES AND TENURE (ARTIST) ACT**

**Section 36.01. Definitions.**
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**§ 36.01. Definitions. As used in this article:**

**1. "Artist" means any natural person who renders personal services as a recording artist, vocalist, musician, songwriter, composer, or music producer in connection with the creation, performance, or recording of musical works or sound recordings, including original music created for distribution through streaming services, social media platforms, or other digital channels, and whose services are rendered primarily for the purpose of producing or contributing to such works.**

**2. (a) "Personal services contract" means any agreement, or combination of related agreements, under which an artist is obligated to render creative or performing services, or to exclusively make available such artist's creative or performing services, to or for the benefit of any other party, where:**

**(i) such services are non-delegable and are sought by the other party primarily because of the identity, reputation, or unique creative or performing attributes of such artist;**

**(ii) such agreement contains any provision that restricts such artist's ability to render creative or performing services for any other party during the term; and**

**(iii) the duration of such artist's obligations, including all unilateral options to extend, renew, or continue the agreement exercisable by any party other than such artist, all provisions conditioning termination on the delivery or completion of a defined body of work or number of recordings, and all provisions restricting such artist's ability to**

render services for any other party following expiration of the stated term, exceeds or may exceed one year.

(b) Two or more agreements between the same parties, or between an artist and parties acting in concert, that together impose on such artist obligations or restrictions equivalent to those described above shall be treated as a single personal services contract. An agreement shall not fail to constitute a personal services contract solely because the artist contracts through a corporation, limited liability company, or other entity, provided that such artist is the sole or primary beneficial owner of such entity and such entity was formed primarily for the purpose of rendering such artist's services.

3. "Company" means any person other than a natural person, and any natural person acting in a commercial capacity in the business of acquiring, producing, distributing, licensing, managing, or otherwise commercially exploiting recordings, compositions, or other musical works, that is a party to or the beneficiary of a personal services contract with an artist, and includes:

(a) any entity that directly or indirectly controls, is controlled by, or is under common control with the contracting party, where "control" means the power to direct or cause the direction of the management and policies of an entity, whether through voting securities, contract, or the power to appoint a majority of the governing body. All personal services contracts between an artist and affiliated entities shall be treated as a single personal services contract with a single company for purposes of calculating duration under this article;

(b) any entity to which a company assigns, transfers, or otherwise conveys its rights or obligations under a personal services contract, whether voluntarily or by operation of law. No such conveyance shall extend the permissible duration of the artist's obligations beyond the limits established by this article;

(c) any entity or natural person that, although not a formal party to the personal services contract, directly receives, exploits, or commercially benefits from the artist's services, where the formal contracting party is acting primarily as an agent, intermediary, or pass-through vehicle for the benefit of such entity or person. In determining whether an entity is a beneficial counterparty, a court shall consider the degree to which the entity controls the material terms of the artist's engagement; whether the entity has practical authority to approve, reject, or withhold release of the artist's work product; the economic relationship between the formal contracting party and the entity; and any course of dealing between the parties; and

(d) any entity that enters into a joint venture, co-production agreement, co-publishing arrangement, or similar collaborative commercial structure with the contracting party, to the extent that such entity acquires rights in or derives commercial benefit from the artist's services rendered under the personal services contract.

4. "Commercial neglect" means the occurrence of any of the following for a continuous period of twelve consecutive months with respect to recordings or compositions created by the artist under the personal services contract, other than by reason of a legal dispute between the artist and the company directly concerning the affected works, or a force majeure event that generally prevented commercial music distribution during the relevant period:

(a) any recording by the artist that has been delivered to and accepted by the company as satisfying the applicable contractual delivery standard remains commercially unreleased; or

(b) the company's total expenditure on promotion, marketing, and distribution of the artist's recordings during the twelve-month period falls below fifty percent of the average annual promotional expenditure made by the company on behalf of the same artist during the two years immediately preceding the period in question, as documented in the company's financial records. Where the personal services contract has been in effect for less than two years at the time the relevant period begins, the baseline shall be the average annual promotional expenditure during the entire period the contract has been in effect. The burden of producing evidence of promotional expenditure levels for both the relevant period and the baseline period shall rest with the company.

§ 36.03. Exclusions. The provisions of this article shall not apply to:

1. Any agreement that creates an at-will employment relationship terminable by either party without cause upon reasonable notice, provided that no provision of the agreement restricts the artist's ability to render creative or performing services for any other party following termination;

2. Any term or condition of employment specifically governed by a collective bargaining agreement between an employer and a bona fide labor organization representing artists. Nothing in this subdivision shall preclude an individual artist from invoking the protections of this article with respect to any term or condition not specifically addressed by the applicable collective bargaining agreement. Where the applicability of a collective bargaining agreement to a specific claim under this article is genuinely disputed, proceedings under this article shall be stayed only pending resolution of that question, and only where the company demonstrates that resolution is necessary to adjudicate the claim;

3. Any agreement between an artist and a licensed talent agent or artist manager, provided that:

(a) such agreement does not require the artist to render creative or performing services directly to or for the benefit of the agent or manager;

(b) the agent or manager's compensation is limited to a percentage of the artist's earnings from third-party engagements; and

(c) such agreement does not assign, transfer, or exclusively license to the agent or manager any intellectual property rights in the artist's creative works, whether existing or to be created;

4. An agreement solely between an artist and such artist's own wholly owned personal services entity, entered into for tax or liability purposes, which shall not constitute a personal services contract for purposes of this article. An agreement between an artist's personal services entity and a third-party company shall not be excluded from the protections of this article solely by reason of the artist's use of such an entity;

5. Any agreement between an artist and a unit of state or local government, public benefit corporation, or public educational institution for the performance of a specific public engagement or series of engagements, provided that the agreement contains no exclusivity provision restricting the artist's ability to render services for any other party; or

6. Any agreement between two or more artists for the purpose of creating, performing, or producing a collaborative work, including partnership agreements, band agreements, and co-writing agreements, provided

that no party is primarily in the business of acquiring, exploiting, or commercially distributing the creative output of others.

§ 36.05. Anti-circumvention. No arrangement, structure or series of transactions shall be given effect for purposes of this article if the primary purpose of such arrangement, structure or series of transactions is to evade the protections of this article, including the disaggregation of a single commercial relationship into multiple contracts with multiple formally distinct entities to avoid the duration limits or reversion rights established in this article.

§ 36.07. Maximum duration. 1. No company shall enforce, and no court shall give effect to, any obligation of an artist under a personal services contract, or any combination of related personal services contracts treated as a single agreement under this article, for a period exceeding seven years from the date on which such artist first renders services.

2. For purposes of calculating such seven-year period:

(a) the period commences on the date the artist first renders services, regardless of the date of execution;

(b) periods during which the artist's obligations are tolled, suspended, or extended by any force majeure clause, suspension clause, cure period, or similar provision shall be included in the calculation and shall not extend the permissible duration beyond seven years, except where such tolling or suspension is at the election of the artist;

(c) all unilateral option periods exercisable by any party other than the artist, and all periods during which the artist's obligations continue by virtue of a minimum commitment or delivery requirement that has not been satisfied, shall be included, provided that where a company withholds approval of delivery in bad faith or without commercially reasonable justification, the period of such withholding shall count against the seven-year limit regardless of whether the minimum commitment has been formally satisfied. Once an artist establishes that a delivered recording satisfies the applicable contractual delivery standard, the burden shall shift to the company to demonstrate by a preponderance of the evidence that any withholding of approval was made in good faith and for commercially reasonable reasons documented contemporaneously with the rejection; and

(d) where the contract conditions the artist's right to terminate on completion of a defined body of work, the seven-year period runs from the date services first commenced, and the artist's obligations terminate upon the earlier of fulfillment of the minimum commitment or expiration of the seven-year period.

3. Nothing in this section requires a company to exercise any option or extend any agreement, or entitles an artist to compensation beyond that provided in the contract for services actually rendered.

§ 36.09. Post-termination rights. 1. Notice of assignment. A company shall provide an artist with written notice of any assignment or transfer of such company's rights in works created under a personal services contract no later than thirty days after the event. Such obligation survives termination of the personal services contract for as long as such company or any successor holds rights in such artist's work, and applies equally to any successor or assign of such company.

2. Reversion upon commercial neglect. Upon commercial neglect of any creative work created under a personal services contract, an artist may notify a company in writing demanding that such company either: (a) recommence active commercial exploitation of the work within ninety days by satisfying at least one of the benchmarks set forth in subdivision

four of section 36.01 of this article; or (b) transfer to such artist all rights in the work held by such company. If such company fails to remedy the commercial neglect within ninety days, all rights in the work shall revert automatically to such artist without further action or consideration. Such right of reversion is exercisable at any time following the occurrence of commercial neglect, regardless of whether the personal services contract has terminated, and applies equally to any successor or assign of such company.

3. Minimum standards. The rights established by this section are minimum standards. A personal services contract may provide for post-termination rights more favorable to an artist than those established herein, but no personal services contract may reduce, limit, condition, or eliminate any right established by this section.

§ 36.11. Change in ownership or leadership. 1. Definitions. For purposes of this section the following terms shall have the following meanings:

(a) "Change of control" means any transaction or series of related transactions resulting in: (i) the acquisition by any person or entity, or group of persons or entities acting in concert, of more than fifty percent of the voting securities or ownership interests of the company; (ii) the sale, transfer, or other disposition of all or substantially all of the assets of the company to a third party; or (iii) the merger, consolidation, or reorganization of the company with or into another entity such that the existing equity holders of the company hold less than fifty percent of the voting securities of the surviving entity.

(b) "Executive departure" means the departure, removal, or reassignment of any officer of the company at the level of chief executive officer, president, chief operating officer, or equivalent, or any officer at the level of executive vice president or above, who held direct and final decision-making authority over the release, promotion, and distribution of the artist's recordings under the personal services contract. An individual holds direct and final decision-making authority for purposes of this definition only if such individual had the power to approve or veto commercial release decisions affecting the artist's recordings without obtaining approval from a superior within the company. The departure of an individual whose authority was subject to override, whose role was primarily supervisory, advisory, or coordinative, or who served primarily as a point of contact between the artist and the company, shall not constitute an executive departure.

(c) "Commercial neglect following a triggering event" means the occurrence of commercial neglect as defined in subdivision four of section 36.01 of this article during the twelve-month period following a change of control or executive departure. Upon the occurrence of commercial neglect following a triggering event, the company shall have ninety days from written notice by the artist to remedy the commercial neglect by satisfying at least one of the benchmarks set forth in subdivision four of section 36.01 of this article before the artist may exercise the right of election under subdivision two of this section.

2. Artist's right of election. Upon the occurrence of a change of control or executive departure that results in commercial neglect following a triggering event, the artist may, by written notice to the company delivered no later than ninety days after such artist knew or reasonably should have known of such commercial neglect following a triggering event, elect one of the following:

(a) The artist may elect to terminate the personal services contract effective thirty days after delivery of the notice. Termination under

this paragraph shall not constitute a breach of contract, shall not trigger any penalty, clawback, accelerated repayment, or forfeiture provision in the contract. Following termination under this paragraph, the company's right to recoup any unrecouped advance balance shall be limited to royalties accruing from recordings created and delivered during the active term of the personal services contract; no royalties, earnings, or other compensation derived from any other source shall be applied to any unrecouped balance arising under the terminated contract. All other post-termination rights under section 36.09 of this article apply accordingly; or

(b) The artist may elect to initiate negotiation with the company for transfer to such artist of all or specified rights in works created under the personal services contract. Upon such artist's election under this paragraph, the parties shall negotiate in good faith for a period of sixty days. If the parties do not reach agreement within sixty days, such artist may, within thirty days of the expiration of the negotiation period, convert the election to an early termination under paragraph (a) of this subdivision, with the effective date of termination being thirty days after such conversion notice.

3. Preservation of accrued rights. An early termination under paragraph (a) of subdivision two of this section shall not affect: (a) the artist's right to receive royalties and other compensation accrued from works created during the active term of the contract; (b) the company's right to continue exploiting works already commercially released prior to the effective date of termination, subject to the continuing obligation to account and pay royalties; or (c) any reversion right under section 36.09 of this article that has accrued or that accrues following termination.

4. Non-waiver. The rights established by this section may not be waived or conditioned by any provision of a personal services contract, including any provision requiring the artist to consent in advance to any change of control or executive departure. An artist's consent to a specific transaction, given in writing after such artist has received notice of the specific terms of such transaction, shall not constitute a waiver of rights with respect to any subsequent change of control or executive departure.

§ 36.13. Effect of noncompliant provisions. 1. Any provision of a personal services contract that purports to bind an artist to obligations extending beyond the seven-year period established by this article, or that purports to waive, limit, or condition such artist's right to terminate such obligations after expiration of such period, is void and unenforceable as against such artist to the extent of such excess and shall be severed from the remainder of such contract.

2. Any provision that purports to penalize an artist for exercising rights under this article, including provisions imposing liquidated damages, clawback obligations, accelerated repayment of advances or forfeiture of accrued royalties, is void and unenforceable.

3. Any assignment or transfer of rights under a personal services contract that purports to extend an artist's obligations beyond the seven-year period, whether by resetting the duration calculation or otherwise, is void and unenforceable as against such artist to the extent of such extension.

4. (a) Upon termination of a personal services contract under this article, whether by expiration of the seven-year period, exercise of reversion rights under section 36.09 of this article, early termination under paragraph (a) of subdivision two of section 36.11 of this article,

or any other means, the company's right to recoup any unrecouped advance balance shall, following the termination date, be limited solely to royalties accruing from recordings created and delivered by the artist during the active term of the terminated personal services contract. No royalties, earnings, or other compensation derived from any other source, including recordings created after the termination date, contracts with any other party, or any other professional activity of the artist, shall be applied, withheld, redirected, or offset against any unrecouped advance balance arising under the terminated personal services contract. Royalties accruing from in-term recordings after the termination date shall continue to be applied to any unrecouped balance only until such balance reaches zero, at which point all such royalties shall be paid to the artist without deduction. The artist may expressly authorize continued recoupment from other sources in a written agreement entered into after the termination date and not as a condition of any new contractual relationship.

(b) Within sixty days of the termination date, the company shall provide the artist with a written itemized statement of account setting forth: (i) the total amount of advances paid to such artist under the personal services contract; (ii) the total amount recouped as of the termination date; (iii) the outstanding unrecouped balance, if any; and (iv) an itemized accounting of all deductions applied to such artist's account during the term of the contract, including the contractual basis for each category of deduction. Failure to provide such statement within sixty days shall create a rebuttable presumption that the unrecouped balance as of the termination date is zero.

(c) Any provision of a personal services contract, or any separate agreement entered into as a condition of a new contractual relationship, purporting to authorize the application of post-termination earnings to a pre-termination unrecouped balance in contravention of paragraph (a) of this subdivision is void and unenforceable.

5. This article shall be construed liberally in favor of artists.

§ 36.15. Administrative enforcement. 1. The commissioner of labor is authorized and directed to enforce the provisions of this article and shall have the authority to:

(a) receive and investigate complaints from artists alleging violations;

(b) conduct investigations on such commissioner's own initiative;

(c) issue subpoenas requiring attendance of witnesses and production of books and records;

(d) issue compliance orders requiring companies to cease violations and take affirmative remedial action;

(e) impose civil penalties of up to ten thousand dollars per violation per affected artist, and up to twenty-five thousand dollars for repeated or willful violations; and

(f) bring civil actions on behalf of one or more artists to enforce this article or recover amounts due.

2. The commissioner of labor shall adopt rules and regulations necessary to implement this article and shall publish an annual report on enforcement, including number of complaints received, outcomes, and amounts recovered.

3. The commissioner of labor's exercise or non-exercise of enforcement authority shall not be a precondition to any private right of action under section 36.17 of this article.

4. An artist who files a complaint under this article shall be protected from retaliation. Any adverse action taken by a company

against an artist within one year of the filing of a complaint creates a rebuttable presumption of retaliation. A company found to have retaliated shall be liable for treble damages and attorneys' fees.

§ 36.17. Private right of action. 1. An artist whose rights under this article have been violated, or who is threatened with enforcement of a personal services contract in violation of this article, may bring a civil action for:

(a) a declaratory judgment that such artist's obligations have terminated or are unenforceable under this article, or that reversion rights have accrued under section 36.09 of this article;

(b) injunctive relief, including relief prohibiting the company from initiating or continuing any legal proceeding to compel such artist's performance under an agreement that has terminated under this article, from exploiting works as to which reversion rights have accrued, or from retaliating against such artist for exercising rights under this article;

(c) compensatory damages, including damages for lost professional opportunities, coerced renegotiation, the value of rights surrendered under duress, and the value of services rendered after expiration of the seven-year period;

(d) disgorgement of profits derived from such artist's services rendered after expiration of the seven-year period, or from exploitation of works as to which reversion rights have accrued under section 36.09 of this article; and

(e) attorneys' fees and costs, calculated at the prevailing market rate for comparable legal services without reduction on account of the ratio of fees to damages recovered, without presumption against a full lodestar award, and with consideration of the contingent nature of the representation where applicable.

2. In any action brought by a company to enforce a personal services contract, the artist may assert this article as a complete defense to any claim for specific performance, injunctive relief, or other equitable remedy compelling such artist's continued service.

3. The remedies provided by this article are cumulative and shall not limit any other remedy available to an artist under any other provision of law.

4. An action under this article shall be commenced within five years of the date the artist knew or reasonably should have known of the violation. The limitations period shall be tolled: (a) for any period during which the company's conduct, including litigation threats, induced the artist to refrain from asserting rights under this article; and (b) for any period during which a non-disclosure or confidentiality obligation prevented the artist from disclosing the facts giving rise to the claim.

5. No provision of a personal services contract purporting to shorten the limitations period for claims under this article or to apply the law of any jurisdiction other than New York to such claims shall be enforceable against an artist domiciled in or rendering a substantial portion of services in this state. The commissioner of labor, when acting pursuant to section 36.15 of this article, is not subject to any arbitration clause contained in a personal services contract and may bring enforcement actions in any court of competent jurisdiction regardless of any such clause.

§ 36.19. Non-waiver. 1. The rights and protections established by this article are non-waivable. No provision of any personal services contract, and no separate agreement, release, or covenant, whether

entered into before or after commencement of services, shall be effective to waive, limit, diminish, or condition any right or protection afforded to an artist under this article.

2. No choice-of-law provision shall be effective to deprive an artist domiciled in this state, or who renders a substantial portion of services in this state, of the protections of this article.

3. Nothing in this article prohibits the arbitration of claims arising under this article. Any arbitration clause in a personal services contract is subject to New York's general law of unconscionability. A company's material financial interest in, or ongoing commercial relationship with, a designated arbitration forum constitutes evident partiality within the meaning of 9 U.S.C. § 10(a)(2), and any award issued by such a forum shall be subject to vacatur on that ground.

4. The fact that an artist received legal counsel or was represented by an agent, manager, or attorney in connection with the negotiation of a personal services contract is not a waiver of any right under this article and is not a defense to any action brought under this article.

§ 36.21. Relationship to federal law. 1. Copyright preemption. This article governs the commercial relationship between artists and companies as a matter of labor and contract law and does not create any right equivalent to the exclusive rights within the general scope of copyright as specified in 17 U.S.C. § 106. Where a claim under this article requires resolution of a question of copyright ownership or infringement, such question shall be resolved in accordance with applicable federal copyright law, and the state law claim shall proceed only to the extent it raises rights qualitatively different from those protected by the copyright act.

2. Federal labor law. Where a claim under this article is preempted by the national labor relations act, the affected claim shall be stayed or dismissed without prejudice to renewal in the appropriate federal forum. The determination of whether a claim is preempted shall be made by the court before which the action is pending, without presumption in favor of preemption.

§ 36.23. Transitional provisions. 1. Any renewal or extension of a personal services contract occurring on or after the effective date of this article shall be treated as a new personal services contract subject to the provisions of this article regardless of when the original personal services contract was entered into, and the seven-year period under section 36.07 of this article shall be calculated from the date the artist first renders services under such renewal or extension.

2. Nothing in this section shall be construed to revive any obligation under a personal services contract that terminated by its own terms prior to the effective date of this article.

§ 36.25. Severability. If any provision of this article, or the application thereof to any person or circumstance, is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this article that can be given effect without the invalid or unconstitutional provision or application, and to such end the provisions of this article shall be severable.

§ 4. This act shall take effect on the first of January next succeeding the date on which it shall have become a law and shall apply to all personal services contracts entered into, renewed or extended on or after such date.