

# 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:

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

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

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

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

23 (c) The mechanisms through which this exploitation occurs include  
24 unilateral option periods that restrict the artist at the company's  
25 discretion; minimum commitment structures that condition the artist's  
26 right to leave on delivery requirements the company controls; and exclu-  
27 sivity 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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1 professional relationships. These arrangements are not the product of  
2 arm's-length bargaining. A small number of entities control the distrib-  
3 ution infrastructure through which creative work reaches audiences at  
4 scale.

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

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

13 TITLE L-1  
14 ADVANCING RIGHTS FOR TALENT, INDEPENDENCE, SERVICES AND TENURE  
15 (ARTIST) ACT  
16 ARTICLE 36  
17 ADVANCING RIGHTS FOR TALENT, INDEPENDENCE, SERVICES AND TENURE  
18 (ARTIST) ACT

19 Section 36.01. Definitions.

- 20 36.03. Exclusions.
- 21 36.05. Anti-circumvention.
- 22 36.07. Maximum duration.
- 23 36.09. Post-termination rights.
- 24 36.11. Change in ownership or leadership.
- 25 36.13. Effect of noncompliant provisions.
- 26 36.15. Administrative enforcement.
- 27 36.17. Private right of action.
- 28 36.19. Non-waiver.
- 29 36.21. Relationship to federal law.
- 30 36.23. Transitional provisions.
- 31 36.25. Severability.

32 § 36.01. Definitions. As used in this article:

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

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

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

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

51 (iii) the duration of such artist's obligations, including all unilat-  
52 eral options to extend, renew, or continue the agreement exercisable by  
53 any party other than such artist, all provisions conditioning termi-  
54 nation on the delivery or completion of a defined body of work or number  
55 of recordings, and all provisions restricting such artist's ability to

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

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

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

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

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

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

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

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

54 (a) any recording by the artist that has been delivered to and  
55 accepted by the company as satisfying the applicable contractual deliv-  
56 ery standard remains commercially unreleased; or

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

12 § 36.03. Exclusions. The provisions of this article shall not apply  
13 to:

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

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

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

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

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

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

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

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

53 6. Any agreement between two or more artists for the purpose of creat-  
54 ing, performing, or producing a collaborative work, including partner-  
55 ship agreements, band agreements, and co-writing agreements, provided

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

3 § 36.05. Anti-circumvention. No arrangement, structure or series of  
4 transactions shall be given effect for purposes of this article if the  
5 primary purpose of such arrangement, structure or series of transactions  
6 is to evade the protections of this article, including the disaggre-  
7 gation of a single commercial relationship into multiple contracts with  
8 multiple formally distinct entities to avoid the duration limits or  
9 reversion rights established in this article.

10 § 36.07. Maximum duration. 1. No company shall enforce, and no court  
11 shall give effect to, any obligation of an artist under a personal  
12 services contract, or any combination of related personal services  
13 contracts treated as a single agreement under this article, for a period  
14 exceeding seven years from the date on which such artist first renders  
15 services.

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

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

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

24 (c) all unilateral option periods exercisable by any party other than  
25 the artist, and all periods during which the artist's obligations  
26 continue by virtue of a minimum commitment or delivery requirement that  
27 has not been satisfied, shall be included, provided that where a company  
28 withholds approval of delivery in bad faith or without commercially  
29 reasonable justification, the period of such withholding shall count  
30 against the seven-year limit regardless of whether the minimum commit-  
31 ment has been formally satisfied. Once an artist establishes that a  
32 delivered recording satisfies the applicable contractual delivery stand-  
33 ard, the burden shall shift to the company to demonstrate by a prepon-  
34 derance of the evidence that any withholding of approval was made in  
35 good faith and for commercially reasonable reasons documented contempo-  
36 raneously with the rejection; and

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

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

45 § 36.09. Post-termination rights. 1. Notice of assignment. A company  
46 shall provide an artist with written notice of any assignment or trans-  
47 fer of such company's rights in works created under a personal services  
48 contract no later than thirty days after the event. Such obligation  
49 survives termination of the personal services contract for as long as  
50 such company or any successor holds rights in such artist's work, and  
51 applies equally to any successor or assign of such company.

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

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

9 3. Minimum standards. The rights established by this section are mini-  
10 mum standards. A personal services contract may provide for post-termi-  
11 nation rights more favorable to an artist than those established herein,  
12 but no personal services contract may reduce, limit, condition, or elimi-  
13 minate any right established by this section.

14 § 36.11. Change in ownership or leadership. 1. Definitions. For  
15 purposes of this section the following terms shall have the following  
16 meanings:

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

26 (b) "Executive departure" means the departure, removal, or reassign-  
27 ment of any officer of the company at the level of chief executive offi-  
28 cer, president, chief operating officer, or equivalent, or any officer  
29 at the level of executive vice president or above, who held direct and  
30 final decision-making authority over the release, promotion, and  
31 distribution of the artist's recordings under the personal services  
32 contract. An individual holds direct and final decision-making authori-  
33 ty for purposes of this definition only if such individual had the power  
34 to approve or veto commercial release decisions affecting the artist's  
35 recordings without obtaining approval from a superior within the compa-  
36 ny. The departure of an individual whose authority was subject to over-  
37 ride, whose role was primarily supervisory, advisory, or coordinative,  
38 or who served primarily as a point of contact between the artist and the  
39 company, shall not constitute an executive departure.

40 (c) "Commercial neglect following a triggering event" means the occur-  
41 rence of commercial neglect as defined in subdivision four of section  
42 36.01 of this article during the twelve-month period following a change  
43 of control or executive departure. Upon the occurrence of commercial  
44 neglect following a triggering event, the company shall have ninety days  
45 from written notice by the artist to remedy the commercial neglect by  
46 satisfying at least one of the benchmarks set forth in subdivision four  
47 of section 36.01 of this article before the artist may exercise the  
48 right of election under subdivision two of this section.

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

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

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

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

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

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

37 § 36.13. Effect of noncompliant provisions. 1. Any provision of a  
38 personal services contract that purports to bind an artist to obli-  
39 gations extending beyond the seven-year period established by this arti-  
40 cle, or that purports to waive, limit, or condition such artist's right  
41 to terminate such obligations after expiration of such period, is void  
42 and unenforceable as against such artist to the extent of such excess  
43 and shall be severed from the remainder of such contract.

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

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

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

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

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

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

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

33 § 36.15. Administrative enforcement. 1. The commissioner of labor is  
34 authorized and directed to enforce the provisions of this article and  
35 shall have the authority to:

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

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

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

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

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

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

48 2. The commissioner of labor shall adopt rules and regulations neces-  
49 sary to implement this article and shall publish an annual report on  
50 enforcement, including number of complaints received, outcomes, and  
51 amounts recovered.

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

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

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

4 § 36.17. Private right of action. 1. An artist whose rights under this  
5 article have been violated, or who is threatened with enforcement of a  
6 personal services contract in violation of this article, may bring a  
7 civil action for:

8 (a) a declaratory judgment that such artist's obligations have termi-  
9 nated or are unenforceable under this article, or that reversion rights  
10 have accrued under section 36.09 of this article;

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

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

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

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

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

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

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

45 5. No provision of a personal services contract purporting to shorten  
46 the limitations period for claims under this article or to apply the law  
47 of any jurisdiction other than New York to such claims shall be enforce-  
48 able against an artist domiciled in or rendering a substantial portion  
49 of services in this state. The commissioner of labor, when acting  
50 pursuant to section 36.15 of this article, is not subject to any arbi-  
51 tration clause contained in a personal services contract and may bring  
52 enforcement actions in any court of competent jurisdiction regardless of  
53 any such clause.

54 § 36.19. Non-waiver. 1. The rights and protections established by this  
55 article are non-waivable. No provision of any personal services  
56 contract, and no separate agreement, release, or covenant, whether

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

3  
4 2. No choice-of-law provision shall be effective to deprive an artist domiciled in this state, or who renders a substantial portion of  
5 services in this state, of the protections of this article.

6  
7 3. Nothing in this article prohibits the arbitration of claims arising under this article. Any arbitration clause in a personal services  
8 contract is subject to New York's general law of unconscionability. A  
9 company's material financial interest in, or ongoing commercial  
10 relationship with, a designated arbitration forum constitutes evident  
11 partiality within the meaning of 9 U.S.C. § 10(a)(2), and any award  
12 issued by such a forum shall be subject to vacatur on that ground.

13  
14 4. The fact that an artist received legal counsel or was represented by an agent, manager, or attorney in connection with the negotiation of  
15 a personal services contract is not a waiver of any right under this  
16 article and is not a defense to any action brought under this article.

17  
18 § 36.21. Relationship to federal law. 1. Copyright preemption. This article governs the commercial relationship between artists and compa-  
19 nies as a matter of labor and contract law and does not create any right  
20 equivalent to the exclusive rights within the general scope of copyright  
21 as specified in 17 U.S.C. § 106. Where a claim under this article  
22 requires resolution of a question of copyright ownership or infringement,  
23 such question shall be resolved in accordance with applicable  
24 federal copyright law, and the state law claim shall proceed only to the  
25 extent it raises rights qualitatively different from those protected by  
26 the copyright act.

27  
28 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  
29 dismissed without prejudice to renewal in the appropriate federal forum.  
30 The determination of whether a claim is preempted shall be made by the  
31 court before which the action is pending, without presumption in favor  
32 of preemption.

33  
34 § 36.23. Transitional provisions. 1. Any renewal or extension of a personal services contract occurring on or after the effective date of  
35 this article shall be treated as a new personal services contract  
36 subject to the provisions of this article regardless of when the  
37 original personal services contract was entered into, and the seven-year  
38 period under section 36.07 of this article shall be calculated from the  
39 date the artist first renders services under such renewal or extension.

40  
41 2. Nothing in this section shall be construed to revive any obligation under a personal services contract that terminated by its own terms  
42 prior to the effective date of this article.

43  
44 § 36.25. Severability. If any provision of this article, or the application thereof to any person or circumstance, is held invalid or unconsti-  
45 tutional, such invalidity or unconstitutionality shall not affect  
46 other provisions or applications of this article that can be given  
47 effect without the invalid or unconstitutional provision or application,  
48 and to such end the provisions of this article shall be severable.

49  
50 § 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  
51 personal services contracts entered into, renewed or extended on or  
52 after such date.  
53