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LAW

Kiddie contracts – cheating Mother Law

If there's one thing music industry professionals know that consumers don't know is that a star's portrayal through media outlets creates a persona that exists only in the fictional world of entertainment.

As fans, we think we know celebrities but we don't. Their singing voices may be pitch-corrected by computer-generated algorithms. Their faces might be enhanced by makeup, lighting, camera angles and perhaps even surgery.

Their behavior and performances are edited and crafted. They seem "perfect."

So when a celebrity falls from grace it's shocking to most.

Then comes the inevitable question, "How could it be that someone who had everything – talent, fame, fortune, etc., would throw it away so carelessly?"

I didn't know Whitney Houston at all and I don't profess to know the intricacies of her downfall. All I know is that she is another in a series of performers who entered the entertainment business at a very young age and whose eventual trajectory resembled a pop fly into the outfield.

One can't help but wonder if there is a cause-and-effect relationship between signing a contract at an early age and ending up with a substance abuse issue. If that truly is the case, can the public's bona fide shock be justified as we are the ones supporting the fictional portrayals as "real" goods? Do we consumers bear any responsibility for these downfalls or are they simply the price paid for early fame?

These questions become even more relevant when consider-

ing where we are spending money. Our interest in child performers has exploded over the last decade. In April 2011, Esquire Magazine published its supplemental results and commentary from the 2010 U.S. Census, which compared the median age of pop singers in 2000 (31 years old) to the median age of pop singers in 2010 (13.5 years old). While the article was a spoof, one cannot deny the formidable selling power of youth. We can't get enough.

Nearly 20 years after Houston's debut, Justin Bieber's "My World 2.0" was certified as triple platinum on Dec. 13, 2011, or 3 million shipments. In the same month, a trio of siblings from Mexico reportedly signed a contract to Sony Music Mexico after their rendition of Adele's "Rolling in the Deep" exploded on YouTube only weeks prior. The performers, known as Vazquez Sounds, are all under 16 and have been produced and managed by their father, Abelardo Vazquez. Despite rumors that Vazquez Sounds is simply a music producer's calculated marketing project, the senior Vazquez said the agreement with Sony would continue without affecting their lifestyle.

"The kids are not obligated to do promotional work like other acts," he said. "We want them to live a life like any other child their age."

It's a basic tenet of the law that a minor cannot be a party to a contract. The rationale is that a certain level of competence should be required before a person binds one's self to duties and restrictions. Simply put – a kid is just a kid. This is Mother Law assuming the role of Mother Na-

ture, not just to protect a youngster from would-be predators, but to protect that youngster from himself or herself.

I don't think it would be climbing out on a limb to say those adolescent and pre-adolescent years are incredibly important for personal growth and development and a teen faced with the meeting the demands of a recording contract may have no choice but to suspend that development.

Nonetheless, the music gravity centers – New York, California and Tennessee – have statutes on the books to side-step Mother Law so that deals can be done with child entertainers. All three state codes carve out provisions for employment of young musical performers, providing that a supreme or surrogate court may approve a services contract between a producer and an infant. The child is not able to disaffirm this contract, either during the age of minority or after reaching the age of majority, on grounds of lack of competence. These court-ratified contracts have proven to be enforceable, as was the case in the Northern District of Texas in 2001 when the court refused to throw out a contract solely on the basis that the artist – LeAnne Rimes – was a minor when she signed a Tennessee contract.

There are no such statutory provisions in Virginia allowing ratification of kiddie contracts, but the state's economy isn't driven by entertainment either.

To be fair, Houston signed her first major recording contract in 1983 to Arista Records after she had legally become an adult and after her mother turned down

prior offers pending Houston's graduation from high school. However by that time, her life had already been steeped in the entertainment business, recording with Chaka Khan at age 15 and appearing in fashion magazines soon thereafter. She signed a management contract at 18, so by the time she was 20 Houston was a music and show-biz veteran.

One must wonder if during her early, ambitious drive to give the public what it wanted she sacrificed a more complete view and understanding of herself. Is it possible in an age when the Internet, TV and radio collectively serve as a pied piper to which so many consumers flock, that a healthy sanctuary could be carved out to protect the performer? Would it be possible that as consumers, we would swear not to lose interest long enough to enable a youngster time for growth and development and not trade him/her in for the next "it" kid? Perhaps Mr. Vazquez' experiment will prove that it is possible to maintain the balance between being a pop star and living a normal life.

But if the experiment fails and a 20- or 30-something breakdown is the inevitable price for early fame, where does that leave us as the purchasing public?

We, the fans, are the *raison d'être* for these shooting stars. Without us, there are no downfalls, no behind-the-scenes, no concerts, no T-shirts. And to get all of this we certainly benefited through the circumvent Mother Law to allow kiddie contracts in the music business.

Do we care enough to see those laws modified such that the contracts are contingent upon continuing therapy or mandatory time-outs? Probably not.

We just watch them, get our collective fix and turn the TV off.

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