

# TOA KITU KIDOGO CULTURE

Searching for contract model that is practical in  
Kenyan live music performance

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<p data-bbox="323 638 427 669">Abstract</p> <p data-bbox="323 674 1417 853">This study begins by explaining the origin of 'toa kitu kidogo' culture and the growth of Kenyan music industry from the 90s and its future. In the literature part agreement customs differences from different geographical locations are revealed. To find out the challenges faced by artists and professionals when conducting music business in Kenya, an examination of contracts in comparison to the Western world was undertaken.</p> <p data-bbox="323 891 1394 1104">The study aimed at identifying the challenges faced by artists and professionals when formulating, implementing and enforcing live performance contracts in the Kenyan music industry compared to the Western style music contracts. These challenges are possible obstacles in achieving fair competition and the development of the music industry. Three industry players were identified, namely artists, promoters and managers. The research employed a qualitative study with three semi-structured interviews.</p> <p data-bbox="323 1142 1406 1570">There is no music industry legislation that helps the artists and professionals to draw live performance contracts. The current practice of advance payments of performance fees contradicts Kenya's wage payment law. Music industry players should enter into agreements with trusted business associates. Artists treat Western style contracts with suspicion. There is a need for music business education in order to enlighten and create awareness on the importance of contracts and how to interpret them. Payola practice was said to be the same as 'toa kitu kidogo'. Artists are against calling relationship building 'toa kitu kidogo'. Giving favours is part of building one's career in the Kenyan music industry. The importance of technical riders is rarely put into consideration when negotiating a deal. Enforcement of law in Kenyan music industry is weak. Promoters sometimes breach an agreement even when there is a written contract. Moreover, there is no specific contract model that applies in the Kenyan Music industry.</p>		
Keywords: live performance, fees, payment, law, agreement contracts, enforcement, artists, professionals, promoters, toa kitu kidogo, relationships		
<p data-bbox="323 1776 496 1807">Miscellaneous</p> <p data-bbox="323 1812 1374 1877">Appendices: Sitori Kitu Kidogo by Jimwat, Nchi ya Kitu Kidogo Lyrics by Eric Wainaina. Interview with Kamande Kariuki, Daudi Odhiambo and Dj Mambo.</p>		

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## 1 INTRODUCTION

According to Kenya Anti-Corruption Commission (KACC), in Kenyan culture, a cup of tea is of necessity offered to every visitor. However, the mobility of people means that this 'chai' can be drunk in many other places other than at home. In the money economy, if it is not convenient for one reason or the other to sit down in a hotel with the "visitor", one might give the visitor some money so that he can buy a cup of tea at his convenience, but at the host's cost (KACC, 2009a). The recipient might happen to be a public officer, which becomes a matter of serious concern in terms of the integrity of public service. The Swahili word for a cup of tea is 'chai' and in Kenya's corruption circle, the word chai is synonymous with a bribe. The cultural gifts are usually small tokens, for which the phrase in Swahili is 'kitu kidogo'. The corrupt officers who ask for a bribe would use the phrase 'toa kitu kidogo' which is popularly known as the abbreviation 'TKK'. The direct translation of this phrase is 'remove something small'. This is the cost of conducting business, and one needs bargaining skills when dealing with everyone from the police to immigration officials (KACC, 2009b).

Organising and running a show in Kenya is a war that involves the promoters, bouncers, disc jockeys(djs), the Master of Ceremonies (MCs), and one has to part with 'kitu kidogo' for veteran promoters and cartels who play no active part in the organising process (Muendo 2007) . Some artists such as the rapper Jimwat and singer Eric Wainaina have used songs to disregard the Toa Kitu Kidogo culture. In the song 'Sitoi Kitu Kidogo' Jimwat says "Nimechoka na..., Kutoa Kitu Kidogo" (I am tired of giving something small) while Eric Wainaina in the song 'Nchi ya Kitu Kidogo' says "Nchi ya Kitu

Kidogo ni nchi ya watu wadogo, ukitaka chai ewe ndugu nenda Limuru” (a country of something small, is a country of small people and if you want tea, brother, go to Limuru). Limuru is a tea growing area found in the eastern edge of the Great Rift Valley about 30 miles North- West from Nairobi, the capital city of Kenya(Kenya.it ). See full lyrics in Appendix 1 and Appendix 2 respectively.

The objective of this study was to find a model that would be practical in the Kenyan live music industry contracts by investigating the challenges faced during the formulation, implementation and enforcement of the contracts in comparison to the Western style contracts in the music industry. The information will help in understanding how musicians and professionals can develop a fair and competitive Kenyan music industry. It concentrates on live music performance because according to a study conducted by the United Nations Educational, Scientific and Cultural Organization (UNESCO, 2004), live music performances in Sub-Saharan Africa, including Kenya, is generally the primary means of income generation for musicians. In an interview conducted by the World Intellectual Property Organization (WIPO, 2007a) artists pointed out that making a living through direct sales of recorded music is not easy due to piracy. In addition International Intellectual Property Alliance report (IIPA, 2003) says that Kenya has also become a dumping ground for all kinds of pirated and counterfeit goods including music.

### **1.1 Overview of Kenyan Music Scene.**

World Intellectual Property Organization’s (WIPO, 2007b) Report shows that Kenya has a diverse and vibrant music scene compared to other African

Countries but that there is less investment, ineffective management of Intellectual Property (IP) and a high level of piracy, which prevents the country from increasing the economic potential to raise the living standards of so many artists. Kenya has more than 40 tribes, which have distinctive traditional music cultures in different languages. When visiting the streets of the main capital city Nairobi, one hears songs in Kikuyu, Kamba, Luhya, Luo, and Swahili among others in places such as matatus (the local means of transport), music stores, and exhibition stores among others.

Paterson (2006) says that in the early 90s, the Kenyan music business was at a low point because of diminishing sales and competition from the music pirates. This meant that in a business sense, recorded music was hardly worth the effort. In the mid-90s, with the emergence of FM radios there was a transition in the scene from the previous generations of musicians to the new Kenyan pop musicians. These radio stations started playing foreign music styles such as reggae, raga, house, dancehall, hip-hop and American RnB. The music styles took the Kenyan music environment to a new direction and became a distinctive feature of the local transport as on-board entertainment. New music-producing techniques of using computers were also introduced, and this brought new pioneers into the music scene. Some of the pioneers included Five Alive, Hart, Shadz O'Blak and, especially, Hardstone whose first album 'Nuting but de stone' in 1997 had a hit song 'Uhiki' which earned him the first position in the category of the "Best New artist of the year" in the 1997's Kisima awards.

A producer known as Ted Josiah saw the new trend and signed up new groups such as Kalamashaka who came up with a Swahili song "Tafsiri hii" (Interpret this one). The song took the Kenyan music scene by a storm by

setting the trend of rapping in the Swahili language and it was included in Ted Josiah's CDs compilation of Kenya's emerging artists called *Kenyan: The Second Chapter* (1999). In this compilation, other groups such as Gidigidi Majimaji were introduced and the group's song "Ting Badi Malo" (Throw your hands up) sung in the Luo language was featured on the *Rough Guide to Kenyan Music*. In 2002, the Gidigidi Majimaji came up with an album *Ismarwa* that has a distinct earthly, acoustic feel blending hip-hop and traditional African instrumental sounds with melodic Luo verses. One of the hit songs 'Who can Bwogo Me' (Who can scare me) was used by President Mwai Kibaki in the 2002 election campaigns.

Ted Josiah and other producers such as Bruce Odhiambo, Suzanne and Gido Kibukosya have worked with a wide range of artists with different musical interests. Some of the songs produced have the hip-hop cover of an African pop classic, while others have a mix of a rhythm and blues gospel ballad or a blend of traditional instruments with keyboards and rap. Some of the Kenyan Musicians such as Mercy Myra have attained stardom mainly in the rhythm and blues field. Others include Eric Wainaina whose 2001 *Sawa Sawa* Album, a mixture of American style soft rock, acoustic rock, and Congolese soukous including the track "Nchi ya Kitu Kidogo", resulted in Eric Wainaina co-winning the 7th Kora Award of 2002 in South Africa together with Henry Mutuku for the Best Artist from East Africa. Mutuku's popularity came from his gospel rhythm and blues hit "Nakuhitaji" (I need you).

Music production companies such as Ogopa Deejays grew and came up with a new sound known as Kapuka. The style is mainly a mixture of Kenyan hip-hop, raga and house music. Examples of artists that have been produced by Ogopa Deejays include the, Redsan, Kleptomaniaks, Wahu, Big Pin, Mr



Lenny, and Amani who won the award of the best female artist in MTV Mamas Music awards of 2009 held in Kenya.

The “true” hip-hop known as genge music from the urban housing estates talks about the everyday life in the slums and people’s fight for justice. One successful genge album was Kilio cha Haki (A cry for Justice) released in Europe in 2004 as a result of production collaboration between UpToYouToo foundation which involved three Dutch producers, thirty-eight musicians and rappers from Nairobi’s Eastland’s slums. Examples of genge artists include Nonini, Ukooflani, Abass Kubaff, Jimwat and Jua Cali who has won numerous awards in and outside Kenya including a nomination for the Best African Act, Best Male in 2007 MTV Europe Music Award and 2008 MTV Africa Music Awards respectively.

Another music scene shares little in common with either kapuka or genge where the musicians are more interested in the traditional culture and search for instruments, rhythms, and melodies for reshaping into contemporary pop music. Examples of artists in this segment include Yunasi, Kayamba Afrika and Jabali Afrika based in the USA. The group’s emphasis is on rich vocal harmonies blended with “traditional” African percussion and string instruments along with varying degrees of guitar, bass and keyboards. Nairobi City Ensemble is also in this segment but the group’s album Kalapapla has a different approach which the group calls “authentic melodies”. It has a mix of guest rappers and use of traditional string instruments such as the Luo Nyatiti (eight-string lyre) and orutu (one string fiddle). One musician that has been instrumental in bringing together melodies and instruments of the Luo traditional culture is Suzzana Owiyo. She recorded the track “Kisumu 100” which was internationally released

under the title Mama Africa by the UK'S ARC music label and featured on the Rough Guide to the Music of Kenya. Most of the artists in this segment have performed in major music festivals in Europe and Africa (Paterson 2006)

## **1.2 Future of Kenya Music Industry**

In an interview by The Standard Newspaper, Homeboyz's Alpha Rabar maintained that the Kenyan Music industry is still growing and there are many avenues to venture in whether it is running co-operation events, public occasions, club performances, personal events or even shows outside the country. The arrival of the broadband internet connection has benefitted the music scene marketing by using the online media and social networking sites. Companies have also taken the advantage and started offering mobile music and ringtone downloads. Additionally, the Music Copyright Society of Kenya (MCSK) as well as Liberty Afrika started a service known as Vuma which is dedicated to Kenyan music and enables marketing and selling of music online in a revenue share model (Kemibaro, 2009). Artists based abroad have realised that there are opportunities in the Kenyan music industry, and some have ventured into the music business in the country. Examples include Rapper Attitude, Mercy Myra, Eric Musyoka and Wawesh a music producer that was based in Sweden (Muendo, 2010).

## 2 LITERATURE REVIEW

### 2.1 Contract Cultures and Customs

According to Shippey (2008, 111), entrepreneurs criss cross the globe looking for lucrative business opportunities and partners, but before contracts are established in foreign countries, the local cultural norms and business practices should be well understood. This helps to determine whether contracts are the foundation of relationships or relationships the basis of contracts. Getsteland (2000, 16) writes about the 'Great Divide' between business cultures where deals are either Deal-focused (DF) or relationship-focused (RF), and these differences in world cultures affect the outcome of any commercial relationship. The figure below shows deal focused and relationship-focused cultures found in different parts of the world.



FIGURE 1. Deals cultures in different parts of the world. Gesteland (2000)

## 2.2 Deal Focus

In a DF culture, people are open to do businesses with strangers, and direct contacts are possible with potential customers in these markets. One example is the USA where most Americans are open to do business with people they do not know in the large and complex US market. It is good for the buyer to try to know the kind of seller involved, but the important point in DF cultures is that marketers can easily make an initial contact with a buyer without any previous relationship or connection. In these kinds of markets, it is very easy for business people to seal a deal after a few minutes of small talk, and the business partners can learn to know more about each other in a matter of days rather than weeks or months as in in RF cultures (Gesteland 2000, 20-28). Contracts in deal-oriented businesses rely on written agreements that have a high significance, are respected and followed to the letter. As a result, relationships formation and alterations are determined by the contract details because the contract covers a single transaction and must be renewed by the parties regularly so as to remain effective (Shippey 2008, 112). In case of any agreement dispute, the law of contract and torts prevents misunderstanding and promotes problem solving. The law of torts specifies duties imposed by law and applies to everyone, whereas in contract law the duties are imposed by the parties themselves and operate only to the extent agreed upon before the contract was formed (Treitel 1995, 5).

### 2.3 Relationship Focus

In Relationship focus, contracts are based on friendships, persons and groups. They require personal commitment and trust in business associates in order to create a contractual obligation that can operate from generation to generation. People are uncomfortable with dealing with strangers, and it is because of this key cultural value that relationship-oriented firms typically want to know their prospective business partners very well before any business transactions. Although it is important to build trust with prospective customers in any part of the world, the Arabs, Africans, Latin Americans and most of the Asians emphasize this cultural value where one has to make friends first before making a deal (Gesteland 2000, 29). Compared to DF cultures, in RF written contracts represent a loose commitment between the parties because it is merely a short statement of principle (Shippey, 2003). Solving of any disputes in RF cultures is through reliance on close relationships rather than the use of contracts and lawyers (Gesteland 2000, 119).

## 2.4 Music Agreement Contracts in Kenya

Western style music industry agreement contracts which specify every last detail of a working relationship between an artist and a facilitating company are something mostly unheard of (Omulo 2008). Kenya does not have a structure for an entertainment law, there are no 'rights' and no 'wrongs' when the contracts are signed (Nyanga 2005). In an interview conducted by a buzz magazine with Eric Musyoka of Decimal Media it was pointed out that the most comprehensive record deals today are the 360-degree deals that cover both the commercial and the artistic side of the music business such as the ownership of music, album, budgets, merchandising and marketing details. Musyoka used the 360-degree agreement contract deal to sign up a group called P-Unit. He formalised many aspects which were already in existence but unstructured (Omulo 2008). Other record companies, which offer the same kinds of deals, include Calif and Ogopa DeeJayz records. The record companies act as distributors, labels and agents in addition to managing the artists and looking for projects and performance opportunities. However, not all the music industry players accept the 360-degree agreement contracts style although Ogopa DeeJayz claim the contract deals are fair and an artist has the right to read the agreement terms in advance to decide on whether to sign it or not (Op cit. 2008). Nyanga (2005) says that the general feeling is that contract agreement problems arise because of one-sided deals between the music players involved. An example of this is where event organisers recognise this vulnerability on the part of the musicians and go on to take advantage of it by paying small performance fees.

## 2.5 Western Style Music Industry Agreement Contracts

According to Connolly and Krueger(2009, 6), contractual arrangements between bands, promoters and record labels are heterogeneous, but the typical contract resembles a book contract, with an initial advance and then royalties if sales exceed a certain level. A guaranteed advance and a certain percentage of revenue after expenses is higher for bands with a greater bargaining and negotiation power , and it determines the concert price which affects the amount of revenue collected. In addition, a band usually receives 100 percent from the merchandise sales in a concert while the venues receive the drink, food and parking revenue. Contracts for concerts take this form because the parties receive revenue from the sources for which they are mostly responsible.

Record companies tend to sign long-term agreements with bands that specify an advance on royalties and a royalty rate. New bands have very little negotiating power with record labels, and the advance rarely covers the recording and promotion costs charged to the band (Op. Cit. pp. 6-8).

### 2.5.1 Accounting for Tickets Sold

At the end of an event, the tour manager looks through a manifest in order to know the number of tickets sold in advance and at the door, the income from concessions, the approximate final figure of the promoter's gross and net takings and the band's percentage in cases where a fee and percentage deal has been struck. The accuracy of the sold tickets is also checked, and if there is suspicion of the dishonesty and integrity of the promoter, the tour manager counts the attendees by placing his staff with a counter at the door. Genuine

contracts require a promoter to pay 100 per cent of all the money taken from the ticket sale, and if reconciliation is not available, all unaccounted tickets are charged at full price. There are four commonly used payment deals including a straight fee where the promoter pays the band after deducting the VAT and other costs. This is a deal where the promoter's overheads are first paid and the rest of the profits are split in favour of the band. A deal where a straight fee plus a percentage set of costs is sent to the agent. After quoting break-even figure the agent shares some profit with the promoter. The percentage of excess money is checked, and if the guarantee (set fee) is small, it is largely in favour of the band. Examples of this could be ratios 70/30, 80/20 or even 90/10. The fourth payment deal method is a straight percentage, and it is excellent if the promoter is certain of a major sell out and a good amount of profit. For the promoter, if the band is carrying out a production, the costs are minimised and any ticket taken by the venue has a percentage profit for him after overhead deductions.

Other payment deals used include straight hire to another promoter or a promotions company, but the most commonly used deal is the guarantee plus the percentage. Agreements should be read carefully so as to know what the right stated means of payment is, to correct wrong information and to be aware of clauses that state net payments rather than gross. Artists should check for VAT trap, because for most promoters, all tickets sold are liable for the applicable VAT percentage (Kemp 2000, 178- 181)



### 2.5.2 Management Contracts

Managers are the eyes and ears of their clients and they must completely disclose all business dealings involving them by operating with the highest standards of good faith and fair dealings (Halloran & ESQ 2008, 210). Artists who do not follow the management rules and regulations breach the agreement contract. Examples of situations where this can occur is utilization of other management services, which violates the “morals” clauses of the contract by leaving the band to pursue a career outside of the parameters of the manager’s right to expand the management role of the band and its members including the artists (Thall 2002, 66).

### 2.5.3 Artists and Talent Agents

According to Halloran and ESQ (2008, 206) most agencies require that there be a written agreement to confirm and clarify the understanding between the parties concerning the key terms such as commission and length of term. Artists prefer the agency commission rate to be based on their net income, but they are generally based on gross income because of the advantage held by agents which is referred to as the “customs and practice” of the agency. Artists can also suggest a third party payment deduction from the gross income. In a situation where the agent does not agree with the suggestion, the artist should set some income goals before the agent takes the full commission or decides on a certain amount that the agency is able to commission. Depending on the agreement, the ultimate goal is a matter of advantage and the ideal commission agreement is a ‘win win’ for both parties. A situation where the promoter cancels a show due to low-ticket sales is not considered a

valid excuse under the artist-promoter agreement and artists can sue the promoter for a breach of contract. An artist may avoid taking legal actions and instead opt to settle the matter out of court because of the relationship importance between him and the promoter. However, the general rule in artist -agency agreements is the collection of the artist's payment from the promoters or other third parties (Op. cit. pp. 237-239).

#### **2.5.4 Club Contracts**

When artists are dealing with clubs, they should understand that a casual agreement to show up and play free is a contract . All the contracts with any club are in writing because oral contracts can bring difficulties when trying to prove what terms the club owner and the band agreed. Rather than treating the written contract as an awesome legal document, it should be a checklist for important points between the club owner and the group. The contract is a way of clarifying the relationship between the club and artists and it brings to light all of the issues that are important to all the parties (Halloran & ESQ 2008, 244 - 247).

#### **2.5.5 Enforcement of Agreements**

Weiss and Gaffney (2003, 38) say that many promoters believe that they are above certain rules, laws governing contracts, verbal agreements, financial commitments, deadlines and other obligations. Moreover, a manager cannot control a promoter especially when he does not abide by the contract and he has to battle on behalf of an artist with every legal trick known or unknown to entertainment attorneys.

The only helpful tool is a good, signed contract and an artist should have managers who know how to write thorough contracts. In addition, a sample agreement contract from an attorney is not sufficient if rewritten to override the present one. Therefore, the artist and managers should be able to read and understand agreements in order to avoid any kind of exploitation that might be an obstacle to an artist's career. Weiss and Gaffney (*Op. cit.* pp. 39-40) insist that the booking agreement is the only tool that the manager has available to protect his client from the promoter.

### 3 RESEARCH PROBLEM AND METHODOLOGY

#### 3.1 Research Problem

Kenya does not have a structure for an entertainment law, and many artists insist that the biggest problem affecting them is flawed contracts between themselves and other music industry players such as, for example, promoters and producers. To promote a local or an international artist one has to 'Toa Kitu Kidogo' for the veteran promoters and cartels (Muendo 2007). In order to reach the aim of this study, the focus is on the following questions:

- What additional challenges, beyond what is already described in this study, are faced by Kenyan musicians and professionals in the formulation, implementation and enforcement of live music agreement contracts?
- How is the Western style agreement contracts perceived by Kenyan musicians and professionals as a model for developing the live music industry?
- How are the traditional Kenyan ways of doing business perceived by Kenyan musicians when they conduct their business activities in Kenya?
- What potential solutions exist for Kenyan musicians so that they are more able to secure certainty in their business activities in Kenya?

The study was conducted by using a qualitative research method followed by a phenomenological qualitative inquiry and case study.

According to Creswell (1998, 17-18) a writer should determine whether a strong rationale exists for choosing a qualitative research method. The

research questions should either start with *how* or *what*. The author of the present study explored more on the 'toa kitu kidogo' culture in the Kenyan music industry in order to form an opinion and views of the different players in the industry. Most of the respondents were based in Kenya and the interviews were conducted by phone. This ensured that the participants were not removed from their normal business environment, which would have led to artificial findings that are out of context as suggested by Creswell (1998). Creswell (Op. cit. pp. 17-18) further says that sufficient time and resources should be spent on extensive data collection in the field and a detailed analysis of 'text' information. The researcher had four months' time and a reliable internet and phone connection to carry out the data collection and also to do the analysis. Active learning was very important during the study and the researcher tried as much as possible not to pass any judgement on the participants. All the questions asked in the interviews were open-ended and some of them were changed in the process of the research to enable the participants to understand.

Creswell (Op cit. pp. 20-22) lists some characteristics of a 'good' qualitative study;

- Employment of rigorous data collection procedures.
- Framing the study within the assumptions and characteristics of the qualitative approach to research
- Use of a tradition of inquiry.
- Beginning with a single focus.
- Inclusion of detailed methods, a rigorous approach to data collection, data analysis and report writing.
- Writing persuasively so that the reader experiences "being there"
- Analysing data using multiple levels of abstraction.
- The writing should be clear, engaging and full of unexpected ideas.

The participants' values, opinions and personal experiences concerning this study were examined by using the phenomenological tradition of inquiry by conducting interviews which consisted of semi-structured questions. The interviewees included two Kenyan producers who are also the managers of their record companies and one dj who also works as a promoter.

According to Creswell (1998, 32) a case study is an exploration of a "bounded system" or a case (or multiple cases) over time through detailed, in-depth data collection involving multiple sources of information rich in context. In a case study, time and place are very important and, a researcher can study a program, an event, an activity or individuals. Initially the author had planned to study a music festival produced annually in Kenya by some British promoters. The plan could not go on because the author could not reach the person responsible for drafting the contracts for the festival. This would have been an excellent choice in order to understand the cross cultural differences experienced by the event producers when drafting live performance contracts in the Kenyan music industry. However, the author approached this issue differently by examining how local Kenyan artists and professionals handle live performance contracts when they go to perform abroad. The interviewees were not known by the author before and the contact information was retrieved from their websites.

### **3.2 Methodology**

When writing about the methodology used in this study it is necessary to explain the steps taken in order to treat the research participants with care, sensitivity and respect for their status as human beings. The atmosphere and place are very important because it enables both the interviewer and

interviewee to be relaxed, with sufficient privacy Oliver (2008, 115-117). The interviewees were given the opportunity to decide the right time and place for the interview. Oliver (Op cit. p. 118) further says that when a researcher is explaining the nature of the research being undertaken it is worthwhile to give the respondents an indication of the reasons for conducting the research. All the respondents were told in advance why the research was being conducted and about the importance of the study. In a research setting the wish of the persons providing the data is very often that they do not want to be identified in the final report. However, absolute anonymity cannot always be guaranteed. Still one can try to use fictional names, letters or numbers to specify the respondents (Op cit. p. 117). Hence, the real names of the respondents were changed and the institutions' names deleted.

Uusitalo (1995, 33) states that a researcher should be able to criticise his own research and its possible faults, not just praise the merits of the work. The author of this study was neither sufficiently experienced nor a professional. This was minimized by studying the related literature and preparing carefully for the interviews. The researcher had prepared the questions in advance and during the interview the respondents were comfortably discussing in the Sheng language rather than the formal English language. African Studies Center in the University of Pennsylvania (UPENN) describes Sheng as a language that uses grammar and syntax of Swahili, but incorporates other languages, mainly English. It is a language associated with Kenya's urban youth

The collected data was transcribed word by word. Eskola and Suoranta (1998, 95) say that transcribing the tape of one interview takes approximately 8 hours even for an experienced researcher. It took approximately 4 working

days due to the poor recording method, difficulty in understanding what the interviewees said and lack of experience from the author. The data was analysed through organising the data with the help of interview themes. According to Eskola and Suoranta (Op. cit. p. 153), it is justified to use the interview themes because they are based on the theoretical views of the previous researchers. The themes included:

- Traditional ways of doing business in Kenya.
- Perception of Western style agreement contracts in Kenya.
- Challenges.
- Potential solutions.

Quotations from the interviews were used in order to support the issues pointed out by the author as well as in order to illustrate the examples and vivify the text as suggested by Eskola and Suoranta (1998, 176)



## 4 RESULTS

### 4.1 Traditional Ways of Doing Business in Kenya.

Kamande is a music producer, co-founder and the CEO of a record company based in Nairobi, Kenya. He has won several local awards in various categories. Kamande says that most of the time the performance fee payment is based on verbal agreement between the parties if there is no written contract. All the interviewees said that an artist's level in the music career would determine the amount of performance fee to be paid. For example, Daudi, a music producer and owner of a record company, says that a very valuable artist should enter into a 50-50 percentage deal while the most valuable artists' percentage is 70-30. However, he says that contracts are very personal and different because of the quality of the value an artist puts into the music business, and it is a very important factor when drawing up contracts in the Kenyan music industry. Kamande claims that a performance fee is usually the most important factor when negotiating a contract.

*"Contract is an attachment on how much value one has added"*

In a situation where a Kenyan artist has to perform abroad, Kamande says it is good to check the contract in order to ascertain its soundness. However, he says that the Western contracts are detailed and strict and there are some basic requirements that have to be fulfilled which include a return ticket, the payment of a certain percentage of the performance fee, proof of accommodation and meals, the name of the event's venue and ground transportation. This ensures that an artist is not stranded if the event is not

successful. Daudi's opinion is that if an artist goes abroad to perform, a certain percentage of the performance fees is paid in advance, and after this a personal manager is assigned to the artist. However, if the manager is not able to go, the artist has the obligation to bring back the rest of the performance fee as agreed.

## 4.2 Perception of Western Style Contracts in Kenya

Daudi interestingly says that in the Kenyan music scene *"everyone does things like lions in a forest; they go for the closest meat"*. Moreover, according to Daudi, there are no standard US-style contract deals which would guide the way the music industry is supposed to work. He equates the lack of standard agreement contracts in the Kenyan music scene as *"being in a field where everyone is kicking different balls in all directions"*.

However, producing and selling albums, unlike in the Western World where record companies produce and sell albums, is not a profitable venture in the Kenyan music scene, and, therefore, record companies concentrate on live performances. Daudi also says that a record company avoids artists' advance payment in the form of royalties as in the Western World music industry.

*"Music industries in the US or Britain or something and the big labels they probably give you an advance of certain amount of money. Here you cannot work like that"*

Kamande's view concerning partnership is that it is like a 'one stop shop' where everything is rolled into one. He says it is possible to find artists or

record companies taking care of all the management needs which might include event production, performance agreements, selling of ringtones, marketing and booking agencies among others. According to him, this brings uniqueness in the Kenyan music scene because there is no strong separation between music marketers, distributors or booking agencies as there is in the Western world.

*“Kila kitu ni one stop shop, inamake business easier, kila kitu iko under one roof”*

(Everything is under one roof and it makes business easier.)

### **4.3 Challenges**

#### **4.3.1 Enforcement of law**

The interviewees claimed that taking legal actions against a party that fails to honour a contract in the Kenyan music industry is a waste of time. However, Kamande insists that if the amount of an unpaid performance fee is too substantial to be abandoned then taking legal action should be tried.

*“Hio amount unless ni kubwa saaana, wasee uamua tu.ah wacha hio iende hivyo”*

(Unless that amount is so big, people decide to forget it.)

#### **4.3.2 Breach of contracts**

Kamande claims that in Kenya an artist might have a written contract but at the end of the day there might be a dispute. He also says that promoters neglect paying the artists' performance fees by saying that the artists could not deliver due to 'drunkenness'. Daudi also says that a breach of contract is very common, and that his record company has been in such situations.

*“Huoni hata mtu ameandika contract na anakataa kukulipa what u agreed on”* (You see somebody has a written contract and is not payed what was agreed)

According to Dj Mambo, a promoter sometimes fails to pay the performance fee even if the event was successful. His argument is that promoters promise to pay big amounts of performance fees, but this cannot be recouped from the event, or the profit is too small for a deduction of the artists’ performance fees. Sometimes locating a promoter after an event in order to retrieve a share of the event’s income is a problem.

*“Unapata yule promoter alishaenda kitambo simu ni mteja hakuna mtu yeyote anajua mahali yuko yaani wewe mambo yako imeenda hivyo”* (You will find that the promoter disappeared long time ago, the phone is switched off, nobody knows where he is and you have been conned).

#### **4.3.3 Music business Education**

Kamande says that a big percentage of the music industry players do not take time to do research about music management and learning takes place through becoming involved in the music business. Due to this lack of music business knowledge, some of the parties gain more compared to others when certain clauses are inserted in the contracts.

*“Hakuna mtu u take time as such ku research management ya music inasema nini, ama what inasema nini ama wanafaa kufanya hii situation nini, sasa unapata either mtu anagain sana ama mtu ana loose hope sana”.* (People do not take time to do

research about what management of music means , or what one should do in a certain situation. Some end up gaining or losing a lot).

Kamande claims that sometimes the producers are paid less compared to the artists. Additionally, artists give away so many rights such as publishing and digital content rights in a partnership deal by failing to read the contracts properly because of concentrating too much on the amount of performance fees . He says that contracts are not taken seriously, and one has to be clear with the artists because some of them are unfamiliar with the terminologies. An example of this is a situation where an artist says that he wants a manager but what the artist implies is a booking agent not a manager.

*“Watu huku hawajashika vizuri importance ya contracts, importance ya contract terminology”* (People here have not understood well the importance of contracts and contract terminologies)

#### **4.3.4 Trust**

The interviewees emphasized that one has to be paid a certain percentage of the performance fee in advance before going on stage. Daudi also mentioned that sometimes artists collude with fake promoters by doing them some ‘favours’ in which case taking legal action is an option. The advance payment practice also applies when an artist goes to perform abroad.

*“If it happens in some funny way where the artist believes in the promoter or they are doing someone a favour, we take legal action. We have to demand payment before performance. We have been in these types of problems many times”*

Dj Mambo's view is that you have to be careful with who you are dealing with in Kenyan music industry.

*"Mostly wanachukua chapaa juu unajua pia Kenya mambo ya Kenya mazingee! Kama wewe unajua mambo ya Kenya huku unaweza umizwa"* (Artists get paid in advance because in Kenya you never know, you can be hurt.)

#### **4.3.5 Technical riders**

Most of the time there is no inclusion of a properly functioning technical rider because artists rarely suggest issues such as how the stage should look like. Kamande points out that once the most basic performance requirements are met, then a detailed technical rider is not very important as long as the promoters are willing to pay any amount affordable.

*"Hio element ya technical rider iko weak bado kuna vitu huwa reasonable huyo artist lazima afly huko, artist lazima aperform kwa stage poa"* (That element of technical rider is still weak here; there are reasonable needs such as the artist's flight and performing in a good stage)

#### **4.3.6 Deal focused Contracts**

Daudi says that artists become suspicious whenever one introduces the idea of a written contract because they do not understand how the industry works. *"It is also challenging to the fact that the artists here are kichwa ngumu (big headed), they don't understand how the industry works, and they think you know... if they see a contract you have already started playing them. That's a big problem here in Kenya"*

#### 4.3.7 Payola

Kamande equates 'Toa Kitu Kidogo to Payola, a practice found in entertainment and media industry all over the world. The Free Dictionary defines payola as bribery of an influential person in exchange for the promotion of a product or service, for example, bribery of disc jockeys for the promotion of records.

*"Ninaweza sema hizi deal kubwa kubwa mingi zao huwa na hio element, kwanza majuu huwa na hio kitu, ile story ya payola. Huwa ni kitu iko hata majuu especially kama unataka airplay. Ndani ya hii industry all over the world iko hivyo."* (I can say that the big deals have that element, in fact in the Western World 'toa kitu kidogo' is there, the issue of payola. In this music industry all over the world it is like that).

#### 4.3.8 Music industry Structure

According to Kamande, in Kenya's there is no specific legislation that caters for the entertainment industry to help artists and professionals to draft contracts. Daudi's view is that you have to know your way out and be good in whatever you do.

*"There is no music industry here, we are just all in a field kicking different balls, it's very funny ". It is very different here and there is no organisation, out of faith companies here take advantage of our few hits selling them for premium rates subscribers , selling ringtones without our consents.. You see there is no industry really.*

#### 4.3.9 Toa Kitu Kidogo and Favours

Dj Mambo says possession of money is very important to build relationships in order to succeed in the music industry. He disagrees with the idea of calling friendship building through favours as 'Toa Kitu Kidogo'. Moreover he does not mind if someone spends few coins to win his friendship for future gain. He further says that people have to know what one does in the music business and since money is an important factor; it is not wise to ignore those who have it. Daudi says that anyone who makes things happens deserves a commission because a business has to be profitable at the end of the day. Kamande's point of view is that 'Toa Kitu Kidogo' practice can be found when dealing with big deals in Kenya's music Industry

*"We cannot say it is 'toa Kitu kidogo', I usually say that somebody who makes things happen, is guaranteed to get a commission or so. I wouldn't mind, me a businessman who gives something to somebody to make things happen"*

#### 4.3.10 Contract model

All the interviewees differed when asked which contract model works best in the Kenyan Music industry. According to Kamande a flat rate agreement is used in the partnership deal, while Daudi says that contracts are determined by the level and value of an artist and there is inclusion of personal element when drawing up the contracts. Dj Mambo says if an artist has good promotion and publicity, then the deals are straight forward.



#### 4.4 Potential Solutions

All the interviewees said that one has to be paid a certain amount of performance fee before going on stage and also to deal with close business associate to avoid agreement disputes.

According to Dj Mambo, dealing with close business associates helps to draw up open contracts whereby the outcome of an event determines how much each one gets. He says these kinds of contracts works because the parties know that an event can bring profit or loss, which is a business reality. He further says that promoters should avoid promising large amount of performance fee.

*Mimi nachukua watu najua tunasikizana nao chapaa zikiwa au hakuna tunajua tunasikizana nao si ati nachukua mtu namshow weee kamu twende hivi nitakulipa Ksh 100, 000 je zikikosa, tunaanza kuchapana mangumi shida hio(I take people that I know very well, if we get money or not we negotiate. I cannot take an outsider and promise to pay Ksh 100,000. What if we do not get that amount of money? We start fighting and create a big problem)*

Daudi's view is that one should enter into partnership deals with artist in Kenya's music industry. Partnership with artists for a certain period of time helps to exploit and control all the management aspects of the artists from record production to live performance. Concerning foreign artists' promotion in Kenya, Dj Mambo says that it is wise to get 75% upfront payment because if one is not familiar with the Kenyan music industry you can end up getting no pay after an event.

Kamande's advice to upcoming artists is to take time and read the contracts properly especially the fine prints and to do a research about music business. For the artists who are jack-of-all-trades in the business he says having a manager makes things easier because one is able to concentrate on perfecting the music career. Daudi and Kamande encourage the production of hit songs and doing a lot of live performance because selling of albums does not work. Dj Mambo says that marketing of artists should be aggressive because well-known artists are rarely involved in these kinds of contract disputes. Moreover, it is good to contact the venue owners to organise your own event rather than dealing with promoters.

*"Lazima ujimarket, ujulikane .Ukishajulikana faster wewe ndio una stage na unaweza simama pale useme mimi nakuja Kenya na nitachukua pesa yote ya mlango"* (You have to be known by marketing yourself. If you are known fast enough you own the stage and it is possible to stand up and say I will be coming to Kenya and all the entrance fee is mine)

Daudi advises that it is good to get mentorship from people who have experience in the Kenyan music business.

*"Get into firm record companies and get mentorship from people who have been there before"*.

## 5 DISCUSSION

According to Allen(2007, 93) live performance contracts should contain basic information such as the name of the company or person hiring the artist, the date and time of the engagement, specific location of the performance, the time and length of the performance, the services the artist will provide and any riders to the contract. Harrison (2003, 186) defines riders as lists of specific requirements that artists have for their comfort and entertainment backstage. Riders are not emphasised by Kenyan music industry players which can be a source of contract dispute. Riders form part of the contract and the promoter has to ensure that the requirements are reasonable, affordable and obtainable (Op. cit. p. 186).

The research found out that incidence such as failure to honour written live performance contracts have been experienced many times. However Weiss and Gaffney (2003, 38) says that this problem is also experienced in the Western World music industry where promoters do not abide by the contract. Harrison (2003, 186) says that a promoter who guarantees minimum payment should do so regardless of the amount of ticket sold. He further says it is a promoter's own risk and the level of guaranteed minimum payment has to be right even if there is no sell of a single ticket. Although the interviewees claimed there is no structured music industry in Kenya, this does not mean a successful legal action cannot be taken. The Kenyan law says '*that an employer shall pay the entire amount of wages earned by or payable to an employee in respect of work done by the employee in pursuance of a contract of service directly in the currency of Kenya*' (Kenya Law Reports).

Relationship Focused deals in Kenyan music business involves favours that are cultural gifts or 'kitu kidogo' as mentioned in the introduction. On the other hand we should also pay attention to payola practice issue that was pointed out by one of the interviewee equating it to 'toa kitu kidogo' which apparently is corruption in Kenya. This leaves more questions on whether the music industry contracts are free and fair or is it what Omulo (2008) calls 'dog- eat dog industry' . Deal focused contracts are protectors in this kind of situation because all the parties know that contracts are supposed to be respected to avoid legal action when breached (Halloran & ESQ 2008, 206).

Paying an artist performance fee in advance can lead to a failure to turn up for a performance. The promoter will hesitate to sue because legal actions are rarely taken in the Kenyan Music industry. Moreover the Kenyan law does not allow advance payment to employees. The Labour law states that *'no person shall give or promise to any person any advance of money or any valuable consideration upon a condition expressed or implied that the person or any dependant of that person shall enter upon any employment'* (Kenya Law Reports). This law contradicts what Harrison (2003, 187) says about up-front payments in the music industry. He says that in performance contracts there should be a guaranteed minimum payment where half of it is paid up front. This contradiction supports what the interviewees claimed about lack of music industry legislation that can be used to intervene in this kind of situation.

Enforcement of law in the Kenyan music business is said to be weak .An artist can break a contract which means getting back the deposit will be an uphill task. Allen(2007, 94) says that some circumstances such as artist's personal danger can lead to cancellation of a tour and the manager has to return any deposits that has been paid. Nevertheless it is possible for artists and

promoters in Kenyan music industry to enforce their rights and find solutions to any breach of contract. The Kenyan law says that *'Nothing can prevent an employer or employee from enforcing their respective rights and remedies for any breach or non-performance of a lawful contract of service made outside Kenya, but the respective rights of the parties under that contract as well against each other as against third parties invading those rights may be enforced in the same manner as other contracts'* (Kenya Law Reports). Rapper Escobar and Cannibal is an example of artists who have enforced their rights in a contract. The rappers refused to perform in one event claiming that there was breach of contract due to unprofessionalism behaviour by the event organisers (Buzz Magazine, 2010)

Allen (2007, 18) says that in the music business one has to know where power comes from, who has it and how it is acquired. He further says that friendships in the music business are much like those in the world of politics where friends come and go if one becomes irrelevant. If a desperate artist in the Kenyan music industry is not able to give favours, exploitation is unavoidable which reduces the chances of becoming successful. For example, unsuccessful event should not be an excuse by organizers not to pay artists the performance fee.

The so-called 360 degrees deals which were mentioned in chapter two is more or less the same as the partnership agreements practiced by the interviewees. Simple business form may be adequate for the short term, but as the artist begins to have more elaborated business relationships, it will be necessary to set up the business in a form that may resemble a corporation, formal partnership, a limited partnership, or company (Op. cit. p. 155).

The payola practice can easily deny an artist an opportunity to perform in certain events. Booking agents have power to access and the relationship with prominent concert promoters and other talent buyers can give an artist access to some of the better performance opportunities in better venues and with the most successful promoters(Op. cit. p. 19).

Music business education is very important and it should be done on a continuous basis to keep in touch with the latest development in the industry. Allen says that earning a degree with an emphasis in the recording industry can give a graduate a very broad, contemporary look at the business that many active players in the industry do not have (Op. cit. p. 9).

## 6 CONCLUSION/RECOMMENDATION

The Kenyan music industry players should realise that music is a profession as well as a business which can generate a lot of money in addition to creating extra wealth for the country. Since live performance is the backbone of Kenyan music industry it is advisable to all players to respect contracts between each other. However there is need to emphasis or find out the importance of contracts in the music business. The music industry contracts are complex and artists who are not familiar with agreement terminologies risk losing some of their rights and are likely to be exploited by other parties. It is advisable to take time to do research on issues such as music industry contracts in order to be enlightened on how the agreements work.

Partnership deals in the music business should be treated cautiously by checking clauses in the contracts to avoid unnecessary exploitation which might make or destroy an artist's career. Some contracts can conflict with a country's law therefore it is advisable to be familiar with what the law says concerning contracts. This helps to avoid any legal consequences.

Relationships help to create strong networks in order to succeed in the music business and one has to be ready to give favours in this process. It is a cultural aspect that cannot be escaped because relationships determine the outcome of contracts between contracting parties.

Western style music contracts are not a solution to all the markets because not so many artists and professionals are familiar with them.

However the traditional way of doing music business in a country like Kenya can be improved to create fair and competitive music industry. One example

would be to include PIN (Personal Identification Number) section in the contract to be filled by all the parties involved. According to Kenya Revenue Authority(KRA), PIN helps to identify any person whose income is chargeable and should be included in every document, tax return or statement for proper identification of that person. In cases where one is acting on behalf of any other person PIN is required for proper identification. There are requirements for getting PIN which includes Identification Card(ID) or a passport and for foreigner individuals they need to have a certificate of registration from the government. This number will help in tracking down any party in case of contract breach.

TKB (2009) article highlighted the problem of ticket collection during and after an event. This can possibly be solved by commissioning a company like Safaricom a provider of converged communication solutions, to sell ticket via mobile phone through its M-Pesa agents. The M-Pesa service offered by the company enables one to deposit cash to his account, send(transfer) money, withdraw money, buy Safaricom airtime, pay bills and manage the M-Pesa account. Fans can buy events ticket via mobile phone and use the confirmation number to collect the paper version from the Safaricom agents. In case a fan is not able to buy an event ticket in advance, an arrangement can be made to have a Safaricom agent in the entrance doors. Collection of advance ticket selling by such company will guarantee a trusted account of all the tickets sold. The ticket selling contract can be made in a way that Safaricom company will only release the total amount of cash if there is no any contract dispute between the promoter and artists. However there are some challenges in this kind of approach because not everyone owns a mobile phone set and it might not also be affordable to small time music industry players.



There is need to do further research and one interesting view would be investigating the experiences of foreign artists when drawing up live performance contracts in Kenyan music industry. The study has also showed that involving different participants like venue managers, law enforcers and sponsors would make it better in understanding more about the nature of live performance contracts in Kenyan music industry.

Finally yet importantly, there is no particular contract model that works perfectly in the Kenyan music industry. Different parties use different models depending on the situation.

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## APPENDIXES

### Appendix 1: Sitoi Kitu Kidogo by Jimw@.

Hii track inanichangamsha na vile  
 nilikua nimechoka.,  
 Nimechoka na.,Kutoa Kitu  
 Kidogo!  
 Nikipatana na karao tao  
 anani'show atanishika ma'mbao  
 ka sita.,Toa Kitu Kidogo  
 Chorus  
 Sitoi Kitu Kidogo!!! , "Unazema  
 nini?!!!" Sitoi Kitu Kidogo!!!"  
 Utalala ndani?!!!" Sitoi Kitu  
 Kidogo!!! , "Mia mbili tu..?" Ofisa  
 jo! nimechoka na kutoa hongo  
 Kila mthii anadai corruption ni  
 blunder ata makarao ,lakini bado  
 wananihanda napatana nao usiku  
 nikitoka job kwa njia ka sina miamia,  
 hawezi nihurumia  
 "Gwanza gijana hebu toa  
 gipande?!!!"  
 Maze jo huskii nili'isahau afande!  
 "Oghey!zaza itabidi umelala  
 ndani..!" Ah!ah! najua rights zangu  
 hio sikubali., "Eti una rhight..?me  
 nahona una wrong!"  
 Akanipiga kibao aka'reverse  
 ndai yao  
 "Hebu wega hii man'gaa gwa  
 mariamu., inaniongelesha  
 unathani we ni nyanyangu?!!!"  
 Ah!ah! si hivo, nimefikisha 18 tu  
 juzi., na kupata I.D ni tafash, si  
 unaelewa kuna upuzi?  
 ina go-down., "Heeebu zlow  
 down., Zielewi hio lugha, anza  
 guongea ganjiiieh!"

Chorus

Tumejazana watu ka 15 kwa hio  
pick-up,  
Kila esto hawakosi watu wa ku'  
pick-up!  
Ka huna ganji., "Beba yeye!"  
Nika ni ma'three., "Beba yeye!"  
Wote wanabonga juu ya thegi  
anaitwa Onyi Naskia huko ndani  
ye ndo 'First-Body!  
Wanauliza karao., "Naskia  
Onyi hayuko?" "Hamuna bahati  
nyang'au., Onyi igho!"  
Nika kila mtu hapo anatupa  
mbao Wanaachiliwa waki'bribe  
karao na ma'thao  
Nikabaki solo sa' tunaelekea  
ndani bana "Umefika  
nyumbani., shugha haraka!"  
Akaniambia sina I.D kwa kitabu  
ya O.B! Kisha akaongezea 'Drunk  
n Disorderly!"  
Akakubali amekosea lakini eti  
hana rubber.,  
"Naeza futa ukinunua rubber  
mia saba?!!!"

Chorus

Ndani kunanuka ka' choo.,  
Watu wamelala kwa floor.,  
Fo Fo Fo., hadi wana'snore  
Najisunda kando nipate ka  
usingizi Naskia "Onyi., hapa kuna  
nyama mbichi!"  
Kuna giza Ti Ti Ti., kuona si eazy  
Onyi anabonga, "Kuja hapa chizi!"  
Nikithani atanipiga hadi nidedi.,  
Anazusha, "Hawa mafala  
wanashika wakidi..?"  
Anani'show niketi tukaanza  
kupiga story, Eh! Kumbe jela si'  
ku'boring?  
Napata ma'beste ka' 52 huko

ndani Mmoja mpaka akaniahidi  
 job mtaani! Imepita ka' mwaka  
 tangu hio noma., Nilipata hio  
 job inanilipa vi'noma Niko kwa  
 Toyota Prado, nasimamishwa  
 na karao,  
 Nacheka ka' mwenda sa' ile  
 nam'show..;  
 Chorus  
 Ha ha ha ha...  
 ehe ehe eheeeee

## **Appendix 2: Nchi ya Kitu Kidogo Lyrics by Eric Wainaina.**

Album Sawa sawa  
 Artistes Eric Wainaina  
 Language Swahili  
 Writer Eric Wainaina  
 Year 2005  
 Mzee alisema hakuna cha bure  
 Huo msema tumeutafsiri kinyume  
 Hata shule kuiingiza mtoto  
 Lazima utoe mchoto  
 Kupata simu ni balaa  
 Road license bei nafuu utanunua  
 Kupoteza ID ni mashaka  
 Twaarudisha Jamhuri yetu nyuma  
 Nchi ya kitu kidogo  
 ni nchi ya watu wadogo  
 Ukitaka chai ewe ndugu nenda Limuru  
 Hata nyumbani ukipatwa na majambazi  
 Kupiga 999 wasema, 'Sisi hatuna gari  
 Lete elfu tano ya petroli, saidia utumishi'  
 Mahakamani hela ndio haki  
 Kwa elfu chache mshtakiwa ndiwe mshtaki  
 Ushahidi hwa utajiri  
 Twarudisha Jamhuri yetu nyuma jamani  
 Nchi ya kitu kidogo  
 ni nchi ya watu wadogo  
 Ukitaka soda ewe Inspekta burudika na Fanta  
 Nchi ya kitu kidogo



ni nchi ya watu wadogo  
 Ukitaka chai ewe Mama nunua Ketepa  
 Huko Kenyatta madawa zimeisha  
 Mashiti zauzwa marikiti mia kwa mia  
 Wafanyi kazi waenda miezi bil pesa  
 Ni bahati ukitibiwa  
 Mzigo wetu nazidi kuwa mzito  
 Watoto wanne na mshahara wa elfu mbili mia tano  
 Ya viatu, ya vitabu na vyakula  
 Nauliza na Mbotela  
 'Je, huu ni ungwana?'  
 Nchi ya kitu kidogo  
 Ni nchi ya watu wadogo  
 Ukitaka chai ewe ndugu nenda Limuru  
 © Eric Wainaina

### **Appendix 3: Interview Questions.**

1. Let's look at the Western style music agreement contracts. What is your opinion about these kinds of contracts being used in the Kenyan live music performance?
2. You have been in the Kenyan music business for some time now, what are the advantages and disadvantages of drawing up agreement contracts Kenyan style in the live music performance?
3. Have you ever been in any contract agreement dispute in the music business? If yes, do you mind explaining how you solved it and what lessons you learned afterwards?
4. What contract agreement solutions do you think are practical for the Kenyan live music performance scene?
5. The future looks bright for the Kenyan Music industry. What advice concerning live music agreement contract would you give to upcoming musicians and professionals?

#### **Appendix 4: interview with Kamande Kariuki**

**RNB=Robert Ndambuki Matheka**

**KK=Kamande Kariuki**

**KK:** Most of the time huwa ni ile chapaa muliagree kama haukuandika kitu, halafu hakupatii sababu unajua watu hawajafika mambo ya kufuatilia hio mambo ya technical rider. Kuna zile kidogo kidogo ufuata hizo story za technical rider. Lakini most uwe ni standard ni kuhusu chapaa hazinanga hizo mambo za technical rider mambo za accommodation, sijui unataka stage ikae aje what what. Mingi zao haziwangi na hizo parts. Huwa ni hio story ya chapaa unapata mtu anakataa kukulipa what u agreed on. Huoni hata mtu ameandika contract na anakataa kukulipa. Promoter ukataa kulipa do yako, promoter nao kuna wale hujitetea ati artists ajafulfill kitu ilikuwa kwa contracts maybe hajaperform for long enough, ama alifika kama amewaka vitu kama hivyo hizo ndio vitu watu huwa wanabishania.

**RNB:** Shida kama hizo zikija ,solution huwa ni nini?

**KK:** Sa noma huwanga legislation huku huwanga weak especially in terms ya, entertainment. Lakini hakunanga section specific inasema interms of entertainment hii ndio kitu inafaa kuhappen what, what, what, so mtu huona niende kotini kuwaste time na kupoteza chapaa. Hio amount unless ni kubwa saaana, wasee uamua tu.ah wacha hio iende hivyo, kama hajakulipa before uperform unapata, artist anakataa kuperform, saa hio ndio uwanga vile watu wanadeal na situation

**RNB:** Kuna hii 360 degree style contracts?

**KK:** Eeh hizo ziko.

**RNB:** Hizo nazo ufanyikaje huko nyumbani?

**KK:** Though si wasee wengi wana hio kitu, kidogo nimeshaona watu kaa wawili ama watatu washainimentionia hio kitu, but watu wengi uwa tu ni WAAH! Sababu hio inaingie ile recording deal saa ndio hio mambo ya 360 degrees inaingia. Watu wengi uongea apart from performances sababu huku si kaa majuu watu wanarely on sales mtu anasema labda ringtone na vitu zingine wanaacha hanging halafu sasa kuna wale martists pia hao sasa huwahawako under any label hao ni mafreelancers, yeye anaenda analipa studio time, anaget vitu zake, anaendelea mbele. But 360 degrees ziko na zinamaanisha kitu artists atafanya kutoka events, performance, ringtones, image, rights what, record label inapata share yake. Market ya Kenya ni unique kwa sababu, si kama majuu kuna ati, recording label, kuna distribution na marketing, huku kila kitu ni all rolled into one, record label inafanya kila kitu ama artist anafanya kila kitu sababu hakunanga hio distinction. Shida main huwanga ni. sio watu wengi wako knowledgeable so watu wanafanya as they go, ni kaa wanalearn on the job. Hakuna mtu u take time as such ku research management ya music inasema nini, ama what inasema nini ama wanafaa kufanya hii situation nini, sasa unapata either mtu anagain sana ama mtu ana loose hope sana.

**RNB:** Kuna mtu ameshawai kuintroduce the western style agreement contracts huko kwa martists, ama record companies?

**KK:** Hizo tunafanya, lakini kitu funny ni, kama majuu though si kusema wanatucopy, more or less wanatumia hii system yetu sababu kitu imehappen sasa huko, si sales zimeenda chini,

**RNB:** Yes

**KK:** Sasa hao wanaanza kufocus na performances events na huku all along sisi main chapaa zetu zimekuwa events majuu ni kama wanashtuka chapaa ziko kwa events so ni kama hao sasa ndio wanafanya kitu sisi ufanya

**RNB:** Artists na music industry players wakidraw up the agreements ni advantages na disadvantages gani zinapatikana ukitumia Kenyan style?

**KK:** Basically the Kenyan style ni poa sababu sis tunafocus on events hatuwangi so hard na following on sales za ngoma hio huwa luck. Advantages huwanga for the studio ni everyone involved. Second disadvantage huwanga si wasee wengi wako knowledgeable sa unapata whoever labda producer ndio udouble up kama CEO wa label anaandika hio contract infact wengi wanagain sana on the other hand labda ameandika vibaya, artists ana clause anagain sana kuliko producer. Utapata producer analipwa kitu kama 20k ama 50k track. So at the end of the day, hio 20k ama 50k huyu jamaa atamake in one performance so producer hajagain anything and at the end of the day hio ngoma italisha artist close to 2 years, producer naye anapata one off na ni kitu kidooogo. Shida ni hio kuwa knowledgeable and as time inaenda watu wanaanza kufind out vile contract inafaa kuandikwa

**RNB:** Upande wa advantages nayo?

**KK:** Advantages nimekwambia ni hio kufocus na events . Unajua sis nikama tume merge the western style music contract na situation on the ground. Hizi macontracts zimesha cater for hizi changes especially upande wa digital ndio inagrow kabisa na pia kuna zingine zinagrow polepole. Unacheiki sisi tuko covered. noma ya contracts kaa two years ago mtu ameandika hapo mahali ati ringtones digital content rights yaani vitu kama hizo. Anataka digital contents rights yako kama hujui hio nini, unashangaa digital contents rights unajua bado haijaingia kwa market, wewe unasign kitu haujui nini unapatia huyo jamaa: Chapaa mingi kuliko vile inafaa kuwa, so yeye tu anakuja kushtukia digital content rights na huyu jamaa, sasa si wewe uko na rights, huyo jamaa ndio yuko na rights sasa unacheiki anakuwaia hapo . Yeye ndio main source ya chapaa. Of course na hizi advertisement zimeanza kucome, sa kwa sababu ya hii system yetu, kila kitu inafanyika ndani ya studio hakuna segmentation ati utaenda udeal na recording label, au unadeal na distribution and marketing, artist management kado. Kila kitu ni one stop shop, inamake business easier, kila kitu iko under one roof

**RNB:** Kama kila kitu iko under one roof hii ni ile introduction ya 360 degree agreement contract?

**KK:** Ok kitambo haikuwa lakini unajua kuanzia this year watu wameanza kuwa knowledgeable unajua pia digital rights contents imeanza kuingia roles inaanza kuwa defined. Ni lazima ujua kama wewe ni artist una rights ngapi, kama wewe ni producer una rights ngapi ndani. Halafu utapata kuna hizo song writing, song arranger, aah nini producer, ama special musician, na rights za publishing, so hizo vitu zote as an artist zinaanza kuwa defined. Sio watu wengi wanajua majority 50% hawajui vitu kama hizo hata 90% kwa

sababu watu wamefocus more on events sio wanajishughulisha saana na hizo vitu zingine. Watu huwa wameagree on a flat rate, wewe utachukua hii percentage na mimi nachukua hii percentage na tuendeleo mbele, hakunanga ati sasa kwa sababu mimi niliandika, mimi nachukua hii chapaa, na kwasababu mimi ndio nilipform hii ngoma mimi nachukua hii chapaa, ama sababu mimi ndio niliarrange hii ngoma mimi nachukua hii chapaa. Sasa huwa tu wame divide, mimi ni artist, huyu ni producer na huyu ni manager. Artist anachukua hii, producer anachukua hii na manager anachukua hii. Hakunanga nitty gritty under the microscope kuangalia.

**RNB:** Artists wako wakienda abroad na wakutane na agreement contracts ambazo ni tofauti huwa muna deal nazo aje?

**KK:** Most of the time mimi uziangalia, yaani niko incharge nazi angalia napatia clean bill of health ama ni kitu fake. Lakini basically hao ujua hata watu wa majuu, hao ujua, artist akikuja what they expect. Hio element ya technical rider iko weak bado kuna vitu huwa reasonable huyo artist lazima afly huko, artist lazima aperform kwa stage poa , sababu majuu huwa very strict sana, gig yenyewe ikiwa stunted kabisa huwa ni kupromote saa zingine more than kitu watu wako willing kutoa ama kitu iko available, so hawananga shida sana. But basically hao ucover the basic.

**RNB:** Ukiwa na artist ambaye unatuma to a Kenyan promoter abroad nazo hizo contracts huwa zinafanyika aje?

**KK:** Kuna tu ile ya kawaida technical element msee hatapata shida ya performance, apart from that, kutravel, accommodation, meals, mahali anaenda kuperform, yaani si ufanya ndio iwe reasonable

**RNB:** Na artist akienda abroad kuperform halafu awe na dispute ya agreement contract, huwa mnasolve aje hizo cases ?

**KK:** Cases za majuu mambo za kupelekana kotini hazijaingia saana sababu utaanza aje? Sa point huwa contract inaandikwa ku safeguard, kabla artist akuje kuna chapaa anapata, na kabla aperform kuna chapaa anapata, na in any way kabla hata a fly akona return ticket, accomodation lazima aone prove, so more or less artist yuko covered huko, so hiyo kitu ikiwa mbaya huko, yeye anapanda ndege anarudi hatuwezi kubali uende majuu hivyo, hatujui unalala wapi, na means ya transport hatukuna vile unatoka hapa bila return ticket hata kama hio gig haitakupatia kiyu yoyote.

**RNB:** Ukianza kupatia upcoming artists advise kuhusu mambo ya contracts unaweza sema aje?

**KK:** Lazima usome the fine prints, yaani lazima, ni very very important lazima utake time yako for research na kuwa sure sa ndio inaitaji kuwa na manager sababu manager ndio anaitaji ya kufanya agreement, kuresearch nini vitu kama hizo. Tena kujua business management, law ndio vitu zako ziende poa, ni very important as an artist kuwa na manager ndio yeye anaweza fuata hizo vitu as an artist hauna time ya kujua na kufuata hizo vitu zote, kuna business, law, accounting, logistics. Artists anafaa kufocus vile ataperform na vile ata record . Hafai kudeal na hizo vitu.

**RNB:** Unaweza sema aje kuhusu hio Kitu Kidogo in connection with music industey ya Kenya?

**KK:** Ninaweza sema hizi deal kubwa kubwa mingi zao huwa na hio element, kwanza majuu huwa na hio kitu, ile story ya payola. Huwa ni kitu iko hata majuu especially kama unataka airplay. Hio itakuwa ni artist direct ama ni label inalipa radio station or whatever ndio ngoma zako zinapata airplay . Ndio unapata as much as una ngoma poa strength ya label ina matter na strength ya label ina matter juu hio label inachangia agenda Fulani ya hio station ama ya huyo dj ama ya fan base huwa hivyo. Ndani ya hii industry all over the world iko hivyo. Mara moja moja unapata unabahatika yaani kwasababu una crowd ama marketing yako ikiwa poa hakuna mtu atakusumbua ati wewe toa Chapaa ndio upate airtime or something like that . But huwa more likely utafute favour na hao jamaa. Pia kupata mashows Fulani especially hizi shows za ma corporate hata hizi show za kawaida unapata kuna ma middlemen, kuna mabroker, sa hao wanadai lazima waget kitu kabla upate hizo show.

**RNB:** Kutoa artists abroad bila kutoa kitu kidogo.

**KK:** Inadepend na show na pia artist ni wa aina gain, kuna artist wa kudiscover, artist anajulikana kidogo na yule hajulikani. Lakini ukiwa majuu, ukiwa poa, hizo vitu haziku affectingi sababu demand iko, na whoever anapromote anataka show poa, so offcourse ataendea the best na akiendea the best hakuna mtu atamshow anataka ooh sijui nini nini, or what what what yaani.

**RNB:** Inaonekana there a lot to learn katika hii industry, any advise kwa watu kama sisi ambao tuko shule tustudy mambo ya music agreement contracts in details?



**KK:** Lazima u apply Knowledge kulingana na situation. Ni vile tu unaenda attachment, hio attachment inafaa kukufunza. Ukiwa msharp enough utaona hio situation. Ndio watu huwa wanafanya kitu marketable sababu whatever unasoma, au unafanya, wewe unaweza apply, application ndio key so unaweza ku adapt to the situation at hand sababu pia watu huku hawajashika vizuri importance ya contracts , importance ya contract terminology, hawajui sababu basically mtu atakuja akuambie mimi nataka manager , wewe unaona clearly huyu jamaa anaongea kuhusu booking agent but sio kuhusu manager anaongea, hawashiki kusema mtu akuwe artist manager inamaanisha nini eeh, yeye anataka booking agent ataenda akutafutie mashow, but haimaanishi hivyo, but inamaanish each and every thing lazima ipitie artist's manager, Artist's manager lazima a handle everything, lazima uwe very clear na wasee wengi hapa, ni watu kidogo sana hii Kenya wanashika artist management inamaanisha nini.

### **Appendix 5: Interview with Daudi Odhiambo**

**RNB=Robert Ndambuki Matheka**

**DO=Daudi Odhiambo**

My name is Steve Oruta am the CEO of Jomino entertainment incorporated in 2008 and established in 2006. In 2008 we won the production house of the year award and after that we won many other awards and also diversified to advertising etc.

**RNB:** What do you think are the challenges that you face when you are drawing up agreement contract in the Kenyan music business especially in live performance scene situation?

**DO:** Aah, the main challenges I think with signing a contract is that mostly here, there are two factors, there is a factor of signing an album or signing time. When you are looking at the industry here how we make our money is doing gigs. As guys we prefer contracts over certain period of time, you know we can just release slummers and hold on to the artist over certain period of time. The problem is that we try to draw contract in a way to give them more food(money) to protect to hold on to an artist even after the contracts have run out to and if you are not signing them when we let go of an artist we hold him relative over a his gigs and everything for a certain agreed amount of time. It is also challenging to the fact that the artists here are kichwa ngumu, they don't understand how the industry works, they think you know.. if they see a contract you have already started playing them. That's a big problem here in Kenya

**RNB:** Aah, You say they are Kichwa Ngumu I mean what exactly, is it because eh, they expect quick fame or they expect you to do everything for them, like you are Godsend!

**DO:** You know situations like music industries in the US or Britain or something and the big labels they probably give you an advance of certain amount of money here you cannot work like that. I personally don't put effort of selling albums. If you push selling albums like 10, 000 copies it does not cover the cost you spend on the artist so I always look from the angle of looking at the panya(Shortcut) by realising hot tunes so we can be able to capitalize on those hot tunes and you know a good song can be able to be used for example in advertisements of products and anything else. The artists want to release an album out there, they don't understand the business behind.

**RNB:** So how do you handle the agreement contracts in the live performance scene you know, like how do you draw the contracts?

**DO:** The contracts , it just boils down to a percentage, we will get and the rest is upto a lawyer to draw according to the sponsors. For example If someone is very valuable you do it 50-50, if someone you are putting him to most valuable you make it 70-30. it matters how much you are investing into the artist. Its just like business.

**RNB:** Have heard some music producers have tried to introduce something they call 360 degree deals . Have you heard about them and what can you say ?

**DO:** No.

**RNB:** Ok lets talk of a situation where by the record company is managing an artist and the same time looking for gigs and following the payment of performance fee. Does it happen like that in your record company or you just sign up the artist and the artist can look for booking agency and something else?

**DO:** For us we do everthing for the artist , we are the booking agents and everything else. If the artist get anything outside he has to consult us. If there is any agent working from outside he has to consult has and then we move forward. What I consider with us our contracts are very personal I put in a business personal element bit everyone is different you can't say there is a standard contract out used . Contract is an attachement on how much value

one has added. There is none that I can say applies to everyone. Each one of them is original to a different artist. I don't make the same contract to everyone.

**RNB:** You know the Kenyan culture of *Toa Kitu Kidogo*. In relation to this culture, what can you say when it comes to making agreement contracts between artists and promoters or artists and the rest of the music industry players?

**DO:** We cannot say it is *toa Kitu kidogo*, I usually say that somebody who makes things happen, is guaranteed to get a commission or so. I wouldn't mind, me a businessman who gives something to somebody to make things happen. I don't have any problem with that. At the end of the day as long as there is money coming in. That is what I am saying with agents from outside that happens a lot.

**RNB:** Let's look at the Western style music agreement contracts. What is your opinion about these kinds of contracts being used in the Kenyan live music performance?

**DO:** In the west the industry there they push numbers on sales a lot and then you will find maybe they will sign a contract for performances with a different agent or maybe the performance fee is not for the record company. You know the problem here there is no industry. You can't say there is a union or anything. So everyone does things like lions in a forest, they go for the closest meat. That's why I said in a contract there is nothing like standard deals like in the US, you will find that their contracts are standard, there is a way things are supposed to work. Here there is no standard the way you can work with your guys is totally different from the way it works in the west.

There is no music industry here, we are just all in a field kicking different balls .. its very funny and that's why you have to be on top of your game and thats why I always say release hit songs and try to push them because the money won't come with record sales, you won't sell millions. It is very different here and there is no organisation, out of faith companies here take advantage of our few hits selling them for premium rates subscribers , selling ringtones without our consents.. you there is no industry really.

**RNB:** Have you ever been in any contract agreement dispute in the music business? If yes, do you mind explaining how you solved it and what lessons you learned afterwards?

**DO:** Give me an example of agreement contract dispute.

**RNB:** Let's say you get a call from a certain event promoter and tell you that I want two of your artists to perform this and this day, and you agree on some terms, and after the artist perform, they don't get paid or get what was agreed. So how do you handle that situation?

**DO:** Now I get you. To avoid that now we get paid before hand, before anything happens. If it happens in some funny way where the artist believes in the promoter or they are doing someone a favour, we take legal action. We have to demand payment before performance. We have been in these types of problems many times. , like there is another guy in Nakuru who is being hunted by the cops because he owe us money.

**RNB:** You have been in the Kenyan music business for some time now, what are the advantages and disadvantages of drawing up agreement contracts Kenyan style in the live music performance?

**DO:** Disadvantages like I said is trying to hold on to artist for a long period of time and another disadvantage is the arm of the law according to our industry you don't need to take it as serious as a ...because there is no prosecution of any default of anything . Advantages is I always call my artists partners

**RNB:** The future looks bright for the Kenyan Music industry. What advice concerning live music agreement contract would you give to upcoming musicians and professionals?

**DO:** I would say just get into an agreement where they will benefit at the end of the day with guys who they are sure , get into firm record companies and get mentorship from people who have been there before.

**RNB:** What contract agreement solutions do you think are practical for the Kenyan live music performance scene?

**DO:** Focus on the live performance part of the contract. The part for the albums doesn't work out. If we have a long enough relationship in let's say I get an artist and sign a contract for five years, I would rather spread out two albums over five years and then get a lot out of those albums in terms of hits release and share the ones for live performance. If you release albums you spend a lot on capital and not one buys them. As an artist who has hit songs goes to Uganda, Tanzania getting a lot of money which overshadows the CD sales by far.

**RNB:** Have you ever send an artist abroad?

**DO:** Yes. We have sent some artists abroad

**RNB:** How did you work out the agreement contracts?

**DO:** We basically talk to the agents from those sides. And I know what is expecting, sometimes when we send someone; I usually assign the artist a personal manager from our team. If the manager won't be able to go, the artist is supposed to bring back the money as planned.

**RNB:** Do the booking agents send an agreement contracts to you or how do you sign it?

**DO:** They usually send the contract for signing and also a down payment. That is the way it works. You they are also trying to get money from the events but before an artist performs, they have to pay our money

## **Appendix 6: Interview with Dj Mambo**

**RNB=Robert Ndambuki Matheka**

**DM=Dj Mambo**

**RNB:** Umekuwa kwa hio biashara ya djing for how long?

**DM:** Saa hii ni ten years.

**RNB:** Thats a long time. Sasa unajua contracts katika kila biashara huwa ni muhimu si ndio

**DM:** Ndio.

**RNB:** Lakini sasa ningetaka kujua ni challenges gani nyinyi hupata huko saa zile mnachora agreement contracts katika music business na sana sana kwenye live performances.?

**DM:** Challenges Labda kwa upande wa chapaa.

**RNB:** Unamaanisha aje upande wa chapaa?

**DM:** Unaweza agree na msee mfanye show atakulipa kitu kama ksh 80,000 halafu show imeshaanza ishakuwa yeye mwenyewe hajamake hio Ksh80,000 sasa anashidwa kukulipa mnaanza kusumbuana unajua pia lazima msikizane kibiashara lakini lazima pia kuwe na friendship ndani pia sisi ni humans siwezi kuitisha Ksh80,000 na mimi naona umemake Ksh 30,000 unaona . Sasa lazima nitaongea na wewe nikushow naona umemake Ksh 30,000 wewe



nipatie hio Ksh 20,000 ukule hio kumi juu biashara ndio hio yaani, lazima watu waungue na watu wapate.

**RNB:** Na apart from upande wa malipo kuna challenges zingine ambazo huwa unapata labda kutoka kwa mapromoter ama kutoka kwa maklabu ama masponsors hivi?

**DM:** Musical Cooperative Society of Kenya, eh sasa hao wanaleta shida juu Mimi napata musiki through artist mwenyewe ama producer unaona. Mimi nafanya kupromote local artists namaanisha Kenya, Uganda, Tanzania, Rwanda unaona . Mimi nikishapata muziki unapata nafanya mixtape inatembea saaana . Hawa wasee wa MCSK wanafuatilia ile mixtape , sasa unajua mimi nina link na wale artists wote hawawezi nishika mimi. Wanafuatilia wale wasee wangu wa kudistribute muziki sababu ya piracy . Wanasema hii muziki si ni ya Mambo? Hapana wewe ndio uko nayo hatushiki Mambo. Unapata watu wanaogopa kudistribute ile muziki juu ya kuingiza baridi. Unaona yaani kuna shida kubwa .

**RNB:** Wewe kama Dj saa zile unadeal na artists wengine, tuseme wewe mwenyewe uko na gig yako mwenyewe contracts huwa zinafanyika aje?

**DM:** Mostly kitu inafanyika na mimi, nafanya promotion ya ma video mixtape za artists. Natengeza mixtapes watu wanaziona kwa matatu, nyumbani, maklabu, vitu kama hizo. Haya sasa nikienda show hizo ndizo zinafungulia njia ka za kufanya show na ma artists. Sasa mimi nachukua artists wangu kama watatu nawaambia sasa hii weekendi tunaenda Coast . Tunaenda tunafanya show yetu juu mimi nachukua watu najua tunasikizana nao chapaa zikiwa au hakuna tunajua tunasikizana nao si ati nachukua mtu

namshow weee kamu twende hivi nitakulipa Ksh 100, 000 je zikikosa, tunaanza kuchapana mangumi shida hio!

**RNB:**Na mapromoter nao huwa unadeal nao aje kwa live gigs, performances, huwanga ni aje?

**DM:** Haya, sasa mostly mimi hutaka kudeal directly na klabu ama kama kuna promoter amekuja hapo katikati, yeye atakushow amepata show fulani na italipwa pesa fulani. Mimi kwa hiyo chapaa na mshow mimi nataka pesa fulani akiona ni sawa mimi nafanya job, unakanjwa chapaa na biashara inaenda hivyo.

**RNB:** Umeshawai deal na artists kutoka abroad?

**DM:** Bado. Na deal tu na hapa Kenya.

**RNB:** Lakini umeshawai sikie western style agreement contracts? Unaweza sema nini kuzihusu?

**DM:** Mostly venye mimi huona, juzi tumekuwa na artists mmoja hapa, hao wanasikizana saa juu kuna promoter wengi hapo katikati wanalipa hio chapaa, unapata yeye anataka kitu kama Ksh 2million, promoter wanalipa hio chapaa, yeye analipwa first kabla atoke place yuko kila kitu inaorganiziwa huku, ma advertisement, yeye kazi yake ni kuja na ku perform halafu yeye anakitoa hivyo tu.

**RNB:** Kwa hivyo unaamanisha huwa wanaitisha chapaa kwanza kabla wafike huko?

**DM:** Mostly wanachukua chapaa juu unajua pia Kenya mambo ya Kenya mazee! kama wewe unajua mambo ya Kenya huku unaweza umizwa. Labda uchukue kitu kama three quarter; 75% halafu hio ingine uchukue ukiwa huku. Kuna vile unaweza umia ubaki hauna say yaani!

**RNB:** Umeshakuwa kwa music business hapo Kenya for long , unaweza sema ni advantages na disadvantages gani unonanga sana katika hio style ya Kenya ya ku agree on something kama magig hivi?

**DM:** Ok advantage ni tunaweza agree poa kama tuseme mume agree na mimi nalipwa kabla show, show iwe poa au si poa na mimi nimeshalipwa unajua hio si shida yangu ni shida ya huyo jamaa(promoter). Disadvantage pia ni kuwa kuna time unaweza enda show, show imeshika poa unapata yule promoter alishaenda kitambo simu ni mteja hakuna mtu yeyote anajua mahali yuko yaani wewe mambo yako imeenda hivyo. Hiyo ni shida yaani saa zingine una prefer atleast uniachie hata kama ni Nairobi wewe uendange.

**RNB:** Umeshawai kuwa kwa shida kama hizo ukifanya hio biashara huko?

**DM:** Eeh! Hizo ni challenges lazima zikuwa.

**RNB:** Na uliweza kuhandle aje hio shida?

**DM:** Lazima tu ukipange tu wewe mwenyewe juu hauna otherwise. Wewe utafute njia yako utoke hio place wewe huko na mambo iendele tu hivyo.

**RNB:** Lakini kama umeshakuwa kwa shida kama hiyo, wewe mwenyewe baadaye ulifuatilia aje kupata haki yako?

**DM:** Hapana mimi sinanga mambo na vitu kama hizo, mimi ulenga tu juu sasa ile kitu anajua hata yeye akifanyiwa hiyo ni raha yake na yake tu itakamu. Nikianza kubishana na yeye labda umeshaenda ukakunywa na malaya huko hakuna mahali utasaidika hio ni ku waste time yangu.

**RNB:** Na kupeleka mtu karao au kwa lawyer?

**DM:** Sasa sijafanya hivyo bado

**RNB:** Mbona haujawai jaribu?

**DM:** Sijafikiria hivyo lakini naona ni kama vyenye tunaendelea sasa itabidi hivyo.

**RNB:** Ok, Unamaanisha at the moment wasee huwa hawashughuliki kupeleka watu karao au kuchukua lawyers?

**DM:** Si sana juu enyewe hizo mastori hazitokeangi sana. Zinatokea once a year. Ama zinakataa kutokea, vitu kama hizo.

**RNB:** Labda umeona deals mob za kuagree katika hizo live gigs. Ni deals gani unaona ni solution kwa the live music performance scene hapo Kenya. Yaani kitu inaweza work on every day basis hata kama haitabackfire haitabackfire saaana?

**DM:** Ok unajua deal kama hizo inategemea na artist unataka kuleta. Unaweza pata artist ajulikani anaitisha chapaa mob, unajua wewe ndio utaumia. Lakini ukileta mtu anajulikana hata ukiekelea hata Ksh 150,000, unajua ile chapaa itarudi , halafu advertisement maze pia ni kitu ingine noma sana juu bila advertisement obvious wewe uwezi pata chapaa juu umenilipa lakini wewe hauna kitu.

**RNB:** Tuseme kama mimi ni artist natoka majuu halafu nataka kuagree na promoter unaona ni style gani fiti ya agreement contract naweza fanya ndio nisibaki nimeumia? Ni hio kulipwa kwanza, kuwa na lawyer ama ni nini naweza nikado?

**DM:** Hizo zote haziwezi zikakusaidia, kitu ya first hapa Kenya lazima huwe umeji market haki. Mimi ukiniambia mimi ni nanii naweza taka kufanya show, hata tuseme mimi ni Dj Mambo nimeenda nikabook show fulani na tuorganiziwa show ya August hivi, msee ataniuliza wewe ni Dj Mambo? Nimekusikia sana mimi nimeshamaliza biashara. Nakwambia mimi nataka Ksh 80,000 na tunakuja wawili, kila mtu Ksh 80,000, unaona atasema haina shida. Lakini ukinimbia mimi ni Mambo, wewe ni Mambo gani? Mimi sijawai kusikia mtu kama wewe unadeal na nini unauza mboga au nini? Shida iko hapo sasa, unaanza kujiexplain wewe ni nani. Lazima ujimarket, ujulikane .Ukishajulikana faster wewe ndio una stage na unaweza simama pale useme mimi nakuja Kenya na nitachukua pesa yote ya mlango, advertisement unasimamia wewe mwenyewe, hapa Kenya unaweka tu watu wako kwa mlango na unabaki umepata pesa zote za mlango unarudi nayo kwenu. Haya unaweza call useme mimi mtanilipa pesa fulani watu wangu wote wanalipiwa ndege, watu wakipiga hesabu wanasema, aah huyu jamaa anaweza rudisha hiyo chapaa, faster biashara inaenda hivyo, advertisement,

advertisement, huwezi kosa watu na pia huyo jamaa ana organise hio kitu hawezi adhiriki atakuwa tu mbele.

**RNB:** Atleast unajua Kenya mambo ya kitu kidogo si unajua tu hiyo story yetu ya huko home ya TKK. In relations to hiyo culture kuna vile unaonanga ni kama ina influence hiyo music industry?

**DM:** Siwezi sema ni kitu kidogo juu unapata artist ananipigia, ananishow Mambo, niko hapa Grand Regency . Unajua obvious ukienda pale, utakunywa na ni yeye amekuita hiyo ni expenses yake. Halafu labda ananishow wewe Mambo hauna gari shika hii fare. Sasa unaweza ita TKK lakini ni ile analeta friendship ndani yako na yeye ni kitu muhimu sana. Unajua chapaa maze ni kitu ingine noma , chapaa? Hata saa hii ukiniambia Mambo jo game yako huwa poa unipe hapo kitu mbao, siwezi kataa nafurahi najua mazee kuna beste ameni notice. Hata sijawai muona amenipenda nikafurahi . Sitasema umenipatia TKK juu job yangu ni poa naona umeninoki, lakini kuna ile ya 'huyu jamaa ngoma zake huwanga boring wewe pata hapo chpa fulani ni kuj... nikujenge! Kwa hivyo hatuwezi iita TKK ni kitu ya kufunga mtu macho?

**DM:** Ni ile kuleta ile ubeste iwe karibu, unajua sisi ni human wote kila mtu anataka atleast game yake iwe poa. Lakini nikiona ukiwa juu ume ni notice hata mimi naona atleast game yangu iko poa. Hautajiona unaendanga home, hakuna mtu ana ni notice unaenda home mguu vitu kaa hizo. Natengeza mixtapes nitauzia nani?

**RNB:** Ni advise gani unaweza patia newcomers kuhusu contracts.

**DM:** Mimi kitu naweza ambia msee ni ukiamua unabaki umeamua full. Sio kufikiria mara mbili. Hii show biz ni poa entertainment maze worldwide inalipa vizuri. Ukianza unaaamua tu na roho yako yote. After hapo unapata tu enyewe life inabamba unapata chapaa zako watu wanaku notice . Kitu kubwa ni ile wasee wanaku notice , watu wakiku notice, chapaa yako iko hapo ndani.