

Artist/Agent Agreement

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General Information

Artist/Agent Agreement

This Artist/Agent Agreement is between an artist and an agent who will market the artist's works or promote the artist individually. This agreement sets out the specifics of the arrangement including the artist's specific field (i.e., actor or actress, performer or mixed media), effective date of the agreement and commission the agent will receive. It also sets out how agent will be paid and reasons for termination of the agreement.

It is beneficial to both parties that the agreement be clearly spelled out in writing. This Artist/Agent Agreement will prove invaluable in the event of disagreements, misunderstandings or litigation between the artist and the agent.

Instructions and Checklist

Artist/Agent Agreement

- The parties should read the document carefully.
- Insert all requested information in the spaces provided on the form.
- Read the "Agent Covenants" provision carefully. If the covenants are ambiguous, describe fully and set forth examples to remove as much ambiguity as possible.
- Read the "Commission " provision carefully. If there are disagreements, they will likely focus on this provision.
- This form contains the basic terms and language that should be included in similar agreements.
- This agreement must be signed by both the artist and the agent.
- The parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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ARTIST AGENT AGREEMENT

THIS ARTIST AGENT AGREEMENT is made and executed on this the _____ (Date) Day of _____ (Month), _____ (Year) by and between:

PARTIES:

1. _____, an individual, residing at _____ having Social Security Number: _____ (hereinafter referred to as Artist).

AND

2. _____, a company registered in accordance with the laws of _____ having its registered office at _____ represented by _____ (hereinafter referred to as the Agent) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the Agent.

RECITALS: (Please change the recitals in accordance with your needs)

- A. **WHEREAS**, the Artist is a person who is has proven his / her talents in the field of _____.
- B. **WHEREAS**, the Artist desires to hire the services of an Agent in order to represent him / her and for the purposes of marketing certain rights as specified herein.
- C. **WHEREAS**, the Agent is involved in the business or marketing and promotion and is capable of representing the Artist adequately,
- D. **WHEREAS** , the Agent has offered its services to the Artist and Artist has expressed his/ her acceptance of this offer;
- E. **WHEREAS**, based on the same this agreement is entered into between the Agent and the Artist.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the reasons set forth and in consideration of the covenants and promises of the parties hereto, parties agree as follows:

1. INTERPRETATIONS

Unless the context of this Agreement otherwise requires:

1.1 The headings of the clauses to this Agreement are for convenience only and shall be ignored in construing this Agreement;

- 1.2 The singular includes the plural and vice versa;
- 1.3 References to a party or the parties are references to either the Artist or the "Agent" or both, as deemed appropriate.
- 1.4 References to other agreements and documents shall be deemed to be references to such agreements and documents as amended, replaced, substituted, assigned, novated, supplemented or otherwise modified from time to time; and the words "include" and "including" shall be deemed to be qualified by a reference to "without limitation".

2. EFFECTIVE DATE & TERM OF THIS AGREEMENT

- 2.1 The effective date of this Agreement shall be _____ of _____, 20__ and all rights and obligations of the parties hereunder shall be effective as of that date.
- 2.2 This Agreement is valid and shall remain in full force and effect for a term of _____ (Days / Months/ Years) starting from the effective date till _____ unless terminated prior to such date by either of the parties in accordance with Clause on termination specified herein.

3. AGENCY

- 3.1 The Artist appoints the Agent as his / her representative by virtue of this Agreement;
- 3.2 The Agent shall put in the best of his efforts , time and energy in representing the Artist;
- 3.3 The Agent shall put in the best of his efforts in submitting the Artist's works and attempt to secure the best deals for the Artist;
- 3.4 The Agent shall further put in all his efforts to increase the worth / market value of the Artist;
- 3.5 This Agent is hereby authorized to represent the Agent in the territories of _____.
- 3.6 The Agent is further authorized by the Artist to represent him / her in the following areas:
 - 3.6.1 _____
 - 3.6.2 _____

3.6.3 _____

3.6.4 _____

3.7 The Agent is further entrusted with the right to negotiate the terms of any assignment on behalf of the Artist, but the ultimate right of accepting or refusing any assignment vests with the Artist and is not vested with the Agent.

4. AGENT COVENANTS

4.1 The Agent understands that, the Agent shall be entrusted with the samples of the Artist's work in order to secure assignments and projects for the Artist.

4.2 The Artist shall have all the rights over such samples and no right on the samples of work would be transferred in favor of the Agent by virtue of this Agreement.

4.3 The samples so entrusted with the Agent must be returned to the Artist within a time period of _____ days after termination of this Agreement.

4.4 The Agent shall take all reasonable steps to ensure that such samples of work are well protected against any damage or loss and the Agent is to be held solely liable for any loss and damage so incurred so sustained by the samples of work due to any kind of negligence on the part of the Agent.

4.5 The Agent further agrees and understands that the promotional expenses related to the promotion of Artist' work shall be borne by the Agent and the Artist. The Agent shall be liable for _____ % and the Artist shall be liable for _____% of the promotional expenses.

4.6 The Agent shall further bear the expenses related to: _____.

5. COMMISSION

5.1 Agent understands and agrees that he/she shall be entitled to Commission with regard to all the works which the Agent has secured for the Artist.

5.2 The Agent's Commission would be _____% of the total amount so secured for each work by the Agent during the term of this Agreement.

5.3 The Commission amount would be calculated only after deducting the expenses if any incurred by the Artist with regard to performing the assignment or project , that is

commission shall be payable on the fee after reducing the incurred expenses.

- 5.4** The Agent is not entitled to any Commission with regard to any assignment or project which was rejected by the Artist.

6. INVOICE AND PAYMENT OF THE INVOICE

- 6.1** The Agent is responsible for sending an invoice to the Artist which would state in detail the amounts related to the work done and the commission amount so due.
- 6.2** All payments so made to the Agent shall be invoiced.
- 6.3** All payments which are covered under this Agreement shall be made within a period of _____ days.
- 6.4** Any default in this regard would further attract a penalty and the payments due shall be accompanied with a fine calculated at the rate of ___ % per month.

7. MAINTENANCE OF ACCOUNTS

- 7.1** The Agent is responsible for maintaining records with regard to all the billings and is also responsible for sending copies of the invoice to the other party as and when rendered.
- 7.2** As and when requested by the Artist, the Agent is further placed at an obligation to provide the account details which would specify the :
- 7.2.1** Name of the Client
 - 7.2.2** Amount so paid by the Client
 - 7.2.3** Dates on which the amounts were paid
 - 7.2.4** Expenses incurred by the Artist
 - 7.2.5** Amount on which the commission is to be calculated
 - 7.2.6** Commission
 - 7.2.7** Amounts Due
 - 7.2.8** Amounts Paid

7.3 The Agent is further responsible for maintain the book of accounts and other related records at his/her place of business and shall allow the other party to inspect such records during the business hours of any business day after the other party gives a reasonable notice to the _____ of _____ (days / hours) in this regard.

8. TERMINATION

8.1 The Agreement can be terminated by the Artist for Breach of any of the terms specified herein with a notice of _____ days prior to such termination.

8.2 On such termination the Agent shall cease to represent the Artist and the Artist's work and shall return all the samples of the Artist's work within a time period of _____ days of such termination.

8.3 This Agreement may be terminated by either party with a written notice of _____ days to the other party.

8.4 If the Artist procures an assignment from any clients which the Agent had obtained prior to the termination of this Agreement, then the Artist is liable to pay the Agent his/her Commission and such Commission is to be calculated in accordance with the Clause 5 of this Agreement.

8.5 Such Commission shall be paid to the Agent only if the Artist procures the assignment within 6 months of the termination of this Agreement and not otherwise.

9. ASSIGNMENT

This Agreement shall not be assigned by either of the parties hereto. It shall be binding on and inure to the benefit of the successors, administrators, executors, or heirs of the Agent and Artist. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

10. RELATIONSHIP BETWEEN PARTIES

Each party is an independent contractor of the other party. Nothing herein will constitute a Partnership between or joint venture by the parties, or constitute either party the Agent of the other.

11. NOTICE

Any notice to be given by one party to the other under, or in connection with this Agreement shall be in writing, signed by or on behalf of the party giving it, and addressed to the recipient at the address or facsimile number set out below or to such other address or facsimile number as that party may notify to the other "Party":

To the Agent:

Address: (Mention full name and address) _____

Attention: _____

Facsimile no: _____

To the Artist:

Address: (Mention full name and address) _____

Attention: _____

Facsimile no: _____

12. AMENDMENTS OR MODIFICATION

No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both parties.

13. NO WAIVERS

The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this "Agreement" will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

14. SEVERABILITY

If any provision of this "Agreement" is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this "Agreement" will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the "Party's" intent.

15. EXECUTION IN COUNTERPARTS

This "Agreement" may be executed in counterparts (which may be exchanged by

facsimile), each of which will be deemed an original, but all of which together will constitute the same “Agreement”.

16. GOVERNING LAW & FORUM

The validity, construction, interpretation of this “Agreement” shall be governed by and construed in accordance with the laws of the State of _____, without regard to principles of conflicts of law.

The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in _____ for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein, superseding all previous Agreement pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

ARTIST

AGENT

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Witness)

(Witness)