

Literary Agent Agreement

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General Information

Literary Agent Agreement

This Literary Agent Agreement is between a literary agent and an author for the purposes of representation and promotion of author's literary works. This agreement sets out the specifics regarding the arrangement including the type of literary work, the scope of agent's representation and the obligations of author to the literary agent. It also includes the term of the agreement, commission the author shall pay to agent and author's right to audit agent's books and records.

It is imperative that this business agreement be explicitly set out in writing. If there are disagreements, misunderstandings or miscommunication between the parties, a written Literary Agent Agreement will prove an invaluable guide.

Instructions and Checklist

Literary Agent Agreement

- Both parties must read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- Read the compensation provision carefully and ensure that it contains all relevant provisions.
- This form contains the basic terms and language that should be included in similar agreements.
- Both the literary agent and author must sign the agreement.
- Both 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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LITERARY AGENT AGREEMENT

This **Literary Agent Agreement** (“Agreement”) is entered into on ____ of ____ 20__, by and between _____ (“Agent”) and _____ (“Author”) with regard to the following Literary Works(s):

- Books
- Articles
- Screenplays
- Teleplays
- Treatments
- Outlines
- Manuscripts

1. SCOPE.

Author hereby appoints Agent as his exclusive literary Agent in representing and negotiating the sale, lease, license or other disposition of the rights to the Author’s Literary Work(s) that the Author has created during the term of this Agreement or in which the Author has any title or interest.

2. OBLIGATIONS.

All offers for sale, lease, licensing or other disposition of the Author’s rights shall be subject to the Author’s prior written approval. Author warrants that during the term of this Agreement, Author will employ no other literary Agent to represent the Author for the Literary Work(s). Agent agrees to submit to Author any offers received. No agreement shall bind Author without Author's consent and signature. Agent agrees to exercise his or her best efforts in marketing Author's Literary Works and promoting Author's professional standing.

3. TERM.

Author and Agent recognize it may take years to sell the Work. This Agreement shall have an initial term of one (1) year, beginning on the date of the signing of this Agreement. The Agreement shall renew automatically for additional terms of one (1) year unless terminated by thirty (30) days prior written notice by either party to the other.

4. TERMINATION.

After the initial term of this Agreement either party may terminate this Agreement at any time upon thirty (30) days prior written notice.

5. SUB-AGENTS.

Agent may appoint others to assist in fulfilling this agreement, including sub-agents.

6. COMMISSION.

In consideration of the Agents services hereunder, Author shall pay Agent or authorize Agent to deduct and retain as a commission:

- i 15% of the gross revenue whenever received, due and payable to Author in connection with any dispositions of rights in the Literary Works resulting from the efforts of the Agent.
- ii If Agent appoints a sub-agent to sell foreign rights, or if another agent represents Author's literary material, the combined commission for all such co-agents shall not exceed 20%.
- iii Whenever foreign taxes deductions are applicable, at the source of income due, Agent's commission shall be based on the balance after said tax deduction.

7. COLLECTION.

Author authorizes Agent to collect and receive on Author's behalf all gross monies due and payable to Author, less commission, within five (5) business days after Agent receives it.

8. EXPENSES.

Author shall reimburse the Agent, expenses incurred by the Agent including but not limited to unusual or extraordinary expenses, telephone calls, postage, travel charges, etc.

9. AUDIT.

Author or Author's accountant shall have the right to audit Agent's accounting records during regular business hours and after giving the Agent reasonable written notice. Such inspection shall be at Author's own expense, but if the audit reveals an error in Author's favor of greater than 10%, Agent shall be liable to reimburse.

10. GOVERNING LAW.

This Agreement shall be governed by and construed in all respects in accordance with the laws of _____. If there is any dispute arising out of or in relation to this Agreement, both parties agree to submit to Courts of _____.

ACCEPTED BY:

ACCEPTED BY:

AUTHOR

LITERARY AGENT

 Signature
 Address: _____

 Date: _____

 Signature
 Address: _____

 Date: _____