

### Artist-Agent Agreement

Agreement, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between (hereinafter referred to as the "Artist"), residing at,

\_\_\_\_\_

and, \_\_\_\_\_,

(hereinafter referred to as the "Agent"), Residing at:

\_\_\_\_\_

\_\_\_\_\_.

*Whereas*, the Artist is an established artist of proven talents; and

*Whereas*, the Artist wishes to have an agent represent him or her in marketing certain rights enumerated herein; and

*Whereas*, the Agent is capable of marketing the artwork produced by the Artist; and

*Whereas*, the Agent wishes to represent the Artist;

Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

**1. Agency**

The Artist appoints the Agent to act as his or her exclusive representative:

(A) in the following geographical area:

\_\_\_\_\_

(B) for the markets listed here (specify publishing, advertising, etc.):

\_\_\_\_\_

\_\_\_\_\_

The Agent agrees to use his or her best efforts in submitting the Artist's work for the purpose of securing assignment for the Artist. The Agent shall negotiate the terms of any assignment that is offered, but the Artist shall have the right to reject any assignment if he or she finds the terms thereof unacceptable.

**2. Promotion**

The Artist shall provide the Agent with such samples of work as are from time to time necessary for the purpose of securing assignments. These samples shall remain the property of the Artist and be returned within thirty (30) days of termination of this Agreement. The Agent shall take reasonable efforts to protect the work from loss or damage, but shall be liable for such loss or damage only if caused by the Agent's negligence. Promotional expenses, including but not limited to promotional mailings and paid advertising, shall be paid \_\_\_\_\_% by the Agent and \_\_\_\_\_% by the Artist. The Agent shall bear the expenses of shipping, insurance, and similar marketing expenses.

### 3. Term

This Agreement shall take effect on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and remain in full force and effect for a term of one year, unless terminated as provided in Paragraph 9.

### 4. Commissions

The Agent shall be entitled to the following commissions: (A) On assignments secured by the Agent during the term of this Agreement, twenty-five percent (25%) of the billing. (B) On house accounts, ten percent (10%) of the billing. For purposes of this Agreement, house accounts are defined as accounts obtained by the Artist at any time or obtained by another agent representing the Artist prior to the commencement of this Agreement and are listed in Schedule A attached to this Agreement. It is understood by both parties that no commission shall be paid on assignments rejected by the Artist or for which the Artist fails to receive payment, regardless of the reason payment is not made. Further, no commissions shall be payable in either (A) or (B) above for any part of the billing that is due to expenses incurred by the Artist in performing the assignment, whether or not such expenses are reimbursed by the Client. In the event that a flat fee is paid by the Client, it shall be reduced by the Amount of expenses incurred by the Artist in performing the assignment, and the Agent's commission shall be payable only on the fee as reduced for

### 5. Billing

The \_\_\_\_ Artist \_\_\_\_ Agent shall be responsible for all billings.

### 6. Payments

The party responsible for billing shall make all payments due within ten (10) days of receipt of any fees covered by this Agreement. Late payments shall be accompanied by interest calculated at the rate of \_\_\_\_% per month thereafter.

### 7. Accountings

The party responsible for billing shall send copies of invoices to the other party when rendered. If requested, that party shall also provide the other party with semiannual accountings showing all assignments for the period, the Clients' names, the fees paid, expenses incurred by the Artist, the dates of payment, the amounts on which the Agent's commissions are to be calculated, and the sums due less those amounts already paid.

### 8. Inspection of the Books and Records

The party responsible for the billing shall keep the books and records with respect to commissions due at his or her place of business and permit the other party to inspect these books and records during normal business hours on the giving of reasonable notice.

### 9. Termination

This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party. If the Artist receives assignments after the termination date from Client(s) originally obtained by the Agent during the term of this Agreement, the commission specified in Paragraph 4(A) shall be payable to the Agent under the following circumstances: If the Agent has represented the Artist for six months or less, the Agent shall receive a commission on such assignments received by the Artist within ninety (90) days of the date of termination. This period shall increase by thirty (30) days for each additional six months that the Agent has represented the Artist, but in no event shall such period exceed one hundred eighty (180) days.

### 10. 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.

**11. Dispute Resolution**

Any disputes in excess of \$\_\_\_\_\_maximum limit for small claims court arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final and judgment may be entered in any court having jurisdiction thereof. The Agent shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Artist.

**12. Notices**

All notices shall be given to the parties at their respective addresses set forth above.

**13. Independent Contractor Status**

Both parties agree that the Agent is acting as an independent contractor. This Agreement is not an employment agreement, nor does it constitute a joint venture or partnership between the Artist and Agent.

**14. Amendments and Merger**

All amendments to this Agreement must be written. This Agreement incorporates the entire understanding of the parties.

**15. Governing Law**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_

*In witness whereof*, the parties have signed this Agreement as of the date set forth above.

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**SCHEDULE A: HOUSE ACCOUNTS**

Date \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

artist \_\_\_\_\_

agent \_\_\_\_\_