

# ARTIST-AGENT AGREEMENT (Front)

[Artist's Letterhead]



*Remove all language in italics before using this form.*

Agreement, this day of \_\_\_\_\_ [date] \_\_\_\_\_ 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 [non-] 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 assignments 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 all samples and copies thereof shall be returned to Artist, and digital copies in Agent's possession shall be permanently deleted, within 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 \_\_\_\_\_ [date] \_\_\_\_\_ and remain in full force and effect for a term of [number of years], 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, 25% of the billing. **(B)** On house accounts, 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 Artists 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 expenses.

### 5. BILLING

The [ ] Artist [ ] Agent shall be responsible for all billings.

### 6. PAYMENTS

The party responsible for billing (the "Billing Party") agrees to hold all funds due to the other party as trust funds in an account separate from the Billing Party's funds prior to making payment to the other party. The Billing Party shall make all payments due within 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 Billing Party 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.

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## 8. INSPECTION OF THE BOOKS AND RECORDS

The Billing Party 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.

## 8. TERMINATION

This Agreement may be terminated by either party by giving 30 days written notice to the other party. If the Artist receives assignments after the termination date from Clients 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 6 months or less, the Agent shall receive a commission on such assignments received by the Artist within 90 days of the date of termination. This period shall increase by 30 days for each additional 6 months that the Agent has represented the Artist, but in no event shall such period exceed 180 days.

## 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.

## 10. DISPUTE RESOLUTION

Any disputes in excess of \$ \_\_\_\_\_ [maximum limit for small-claims court] arising out of this Agreement shall be submitted to mediation in accordance with the rules of

\_\_\_\_\_ [name of local lawyers for the arts mediation program]. The prevailing party in any dispute resolved by litigation shall be entitled to recover its attorney's fees and costs, provided that party initiated or participated in mediation as set forth herein.

## 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.

## SCHEDULE A: HOUSE ACCOUNTS

### Date

1. [Name and address of Client]

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

Artist

Agent