Artist-Agent Agreement

This Artist-Agent Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [ARTIST NAME]** (the "Artist"), an individual with his main address at:

 [COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Agent"), an individual with his main address located at OR a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**RECITALS**

WHEREAS, the Artist is an established artist of proven talents in the field of [SPECIFY];

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

WHEREAS, the Agent is capable of marketing the artwork or intangibles (the "Work") produced or created by the Artist; and

WHEREAS, the Agent wishes to represent the Artist;

Now, therefore, in consideration of the foregoing premises and the mutual convenience 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;

* 1. In the following geographical area: [LOCATION].
	2. For the markets listed here (specify publishing, advertising, etc.): [MARKETS].

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.

1. **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 [NUMBER] 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 expense of shipping, insurance and similar marketing expenses.

1. **TERM**

This agreement shall take effect on [DATE] and remain in full force and effect for a term of [MONTH(S) or YEAR(S)] unless terminated as provided in Section 9.

1. **COMMISSIONS**

The Agent shall be entitled to the following commissions:

* 1. On assignments secured by the Agent during the term of this agreement, [%] of the billing.
	2. On house accounts, [%] of the billing. For the 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 listed in Annexure 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 payments, regardless of the reason payment is not made. Further, no commission 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 reduced fee as for expenses.

1. **BILLING**

The Agent shall be responsible for sending an invoice to Artist, which details all amounts corresponding to Work done and commission due. No payment to Agent shall be granted without an invoice. When Agent is the caretaker of payment that is intended for Artist, Agent shall immediately remit such payment to Artist and shall not appropriate any sums for himself or herself unless an invoice has previously been given to Artist and Artist has had [NUMBER] days to review, validate or challenge said invoice.

1. **PAYMENTS**

All payments are due within [NUMBER] days of receipt of any fees or invoice covered by this Agreement. Late payments shall be accompanied by the interest calculated at the rate of [%] per month.

1. **ACCOUNTING**

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 accounting books 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.

1. **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.

1. **TERMINATION**

This agreement may be terminated by either party by giving [NUMBER] 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 Section 4A shall be payable to the Agent under the following circumstances within [NUMBER] days of receipt of payment from client: 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 [NUMBER] days of the date of termination. This period shall increase by [NUMBER] days for each additional six months that the Agent has represented the Artist, but in no event shall such period exceed [NUMBER] days.

1. **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.

1. **ARBITRATION**

Any disputes in excess of [CURRENCY AMOUNT] arising out of this Agreement shall be submitted to binding arbitration before the [COMMITTEE] committee or a mutually agreed upon arbitrator. The arbitrator's award shall be final, and judgement  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 judgement  in favour of the Artist.

1. **NOTICES**

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

1. **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.

1. **AMENDMENTS AND MERGER**

All amendments to this agreement must be in writing. This Agreement incorporates the entire understanding of the parties.

1. **GOVERNING LAW**

This Agreement shall be governed by the laws of the [COUNTRY].

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

**[ARTIST NAME] [YOUR COMPANY NAME]**

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**ANNEXURE A**

**HOUSE ACCOUNTS**