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## CREATIVE ARTIST-AGENT AGREEMENT

*State of Alabama*

### **BACKGROUND**

A. This Creative Artist-Agent Agreement is made effective as of the following date:  
\_\_\_\_\_, by and between the following Creative Artist (the "Artist"):

\_\_\_\_\_  
of

\_\_\_\_\_  
\_\_\_\_\_

and the following Agent (the "Agent"):

\_\_\_\_\_  
of

\_\_\_\_\_  
\_\_\_\_\_

B. *WHEREAS*, the Artist is of notable and proven talents requiring the assistance of an agent in marketing and negotiating as detailed in this Agreement;

C. *WHEREAS*, the Agent has the ability to market the Artist's artistic projects and negotiate their business; and

D. *WHEREAS*, the Agent wishes to represent the Artist and the Artist wishes to be

represented by the Agent;

*NOW THEREFORE*, in consideration of all due and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties hereto agree to the following:

*I. AGENCY APPOINTMENT.*

1. The Agent is appointed by the Artist to act as the Artist's exclusive representative globally in all relevant markets necessary to effectively promote, sell, and distribute any and all artist works produced by the Artist, unless agreed to otherwise in writing.
2. The Agent shall use their best efforts to promote, sell, and distribute the Artist's work for the purpose of securing contracts, assignments, sales, and other relevant business for the Artist.
3. The Agent shall negotiate the terms of any and all contracts, assignments, sales, or other relevant bookings that are offered. However, the Artist shall have the right to reject any assignment if the Artist finds the terms of the deal unacceptable for any reason.

*II. PROMOTION.*

4. As necessary, the Artist shall provide the Agent with samples of their work from time to time for the purposes of marketing and securing sales and bookings.
5. All samples shall remain the property of the Artist and be returned by the Agent within 30 (thirty) days from the termination of this Agreement.
6. The Agent shall take all reasonable and due care to protect Artist samples from damage or destruction, but shall only be held liable for destruction to the samples resulting from negligence on the part of the Agent.
7. Promotional expenses, including but not limited to promotional mailings and paid advertising, shall be paid 100% by the Artist.
8. As is standard in the industry, the Agent shall be responsible for the expenses associated with insurance, shipping, and other common marketing expenses.

*III. COMMISSION.*

9. The Agent shall be entitled to 100% commission of the billing on any and all assignments, sales, or bookings secured for the Artist by the Agent during the term of this Agreement.

10. The Agent shall be entitled to 100% commission of the billing on any house accounts.

11. For the purposes of this Agreement, house accounts are defined as any accounts booked by the Artist prior to the commencement of this Agreement, including those accounts procured for the Artist by a prior agent representing them. The Artist has the following house accounts:

\_\_\_\_\_

12. Both Parties understand and agree that no commission shall be paid to the Agent for any accounts rejected by the Artist or for which the Artist does not receive payment.

13. Both Parties understand and agree that no commission shall be paid to the Agent for any part of the billing that is a result of expenses incurred by the Artist in performing the assignment, whether or not those expenses are reimbursed by the client.

14. If a flat fee is paid by a client, it shall be reduced by the amount of expenses incurred by the Artist in performance of that assignment and the Agent's commission shall be payable on those fees as reduced.

#### *IV. BILLING.*

15. For rendering the services outlined in this Agreement, the Artist shall pay to the Agent compensation in the form of a yearly salary of \$2 (two US dollars).

16. The Artist will pay to Agent a non-refundable retainer fee in the amount of \$2 (two US dollars), due upon signature of this Agreement.

17. The Agent shall be responsible for providing the Artist with a detailed invoice which describes all amounts corresponding to work done and all commission due. No payments shall be made to the Agent without an invoice as described herein.

18. Payment shall be made to the following person/address:

\_\_\_\_\_

\_\_\_\_\_

19. For any payment that is not paid when due, the Artist shall pay a late fee of \$2 (two US dollars).

#### *V. PAYMENT TO ARTIST.*

20. If the Agent shall ever receive payments on behalf of the Artist, the Agent shall not appropriate any portion of these payments for their own use or to satisfy a bill until and unless an invoice has been given to the Artist and Artist has had sufficient time to review and challenge said invoice.

21. The Agent shall make all payments due to the Artist within 2 days of receiving funds as described by this Agreement.

#### *VI. ACCOUNTING AND RECORD KEEPING.*

22. The Agent shall periodically send copies of invoices to the Artist when rendered.

23. At the Artist's request, the Agent shall provide them with semiannual accountings detailing all assignments for the period, the names of clients, the fees paid, any expenses incurred by the Artist, the dates of payment, and the sums due minus those amounts already paid, as well as the amounts on which the Agent's commissions shall be calculated.

24. The Agent shall keep the books and records regarding payments due from the Artist to the Agent and from the Agent to the Artist at their place of business and permit the Artist to inspect these records during normal business hours at their request given a reasonable amount of notice.

#### *VII. PARTIES RELATIONSHIP.*

25. It is understood and agreed by all Parties to this Agreement that the Agent is an independent contractor with respect to the Artist and not an employee of the Artist.

26. The Artist shall not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Agent.

#### *VIII. TERM AND TERMINATION.*

27. This Agreement shall take effect on \_\_\_\_\_.

28. This Agreement will terminate automatically on \_\_\_\_\_.

29. If the Artist receives any assignments after the termination date from any clients obtained due to the efforts of the Agent while this Agreement was still in force, any applicable commission shall be payable to the Agent as defined in this Agreement.

#### *IX. CONFIDENTIALITY.*

30. Agent and any of Agent's employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Agent, or divulge, disclose, or communicate in any manner any information that is proprietary to the Artist. The Agent and their employees, agents, and representatives will protect such information and treat it as strictly confidential.

31. This provision shall continue to be effective after the termination of this Agreement.

32. Upon termination of this Agreement, Agent will return to Artist all samples, records, notes, documentation, equipment, and other items that were used, created, or controlled by the Artist during the term of this Agreement.

X.

XI.

#### *XII. FORCE MAJEURE.*

33. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event.

34. The term Force Majeure shall include, without limitation, acts of God, fire, explosion,

vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lock-outs, or work stoppages.

35. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

36. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

### *XIII. ENTIRE AGREEMENT.*

37. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

38. This Agreement supersedes any prior written or oral agreements between the Parties.

### *XIV. SEVERABILITY.*

39. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

40. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

### *XV. AMENDMENT.*

41. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

### *XVI. GOVERNING LAW.*

42. This Agreement shall be construed in accordance with the laws of State of Alabama.

*XVII. NOTICE.*

43. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

*XVIII. WAIVER OF CONTRACTUAL RIGHTS.*

44. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**EXECUTION:**

\_\_\_\_\_  
\_\_\_\_\_, *Artist*

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_, Representative of \_\_\_\_\_, *Agent*

\_\_\_\_\_  
Date