

ARTIST-AGENT AGREEMENT

THIS ARTIST AGENT AGREEMENT is made and executed on [date] between [name of individual artist or group, as the case may be] (hereinafter referred to as the “Artist”), residing at [address] and [name of individual/ organization] (hereinafter referred to as the “Agent”), residing/ registered address at [address].

Whereas, the Artist is has proven talents in the field of [field of work]; and

Whereas, the Artist wishes to engage an agent to represent him in the marketing of certain rights prescribed herein under; and

Whereas, the Agent is efficient in marketing the work of the Artist; and

Whereas, the Agent wishes to represent the Artist;

Now, therefore, in consideration of the mutual promises and other valuable considerations as set forth, the parties hereto agree as follows:

1. Agency

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

(A) for the markets listed below: _____

(B) in the mentioned geographical area:

The Agent agrees to act in his best capacity

- i. To secure assignments for the Artist as per his field of work
- ii. To negotiate the terms of the assignment considering the best interests of the Artist. The Artist, if finds the terms unacceptable, shall have the right to reject the given assignment.
- iii. To accept payment from the third parties and enter the records accordingly

2. Term

This Agreement shall be effective from the date of execution, [date] and shall remain in full force and effect for a period of 18 months unless terminated as per the appropriate clauses provided in this agreement.

3. Consideration

The Agent shall be entitled to the 15% of commissions on assignments secured by the Agent during the term of the Agreement.

It is agreed by the parties that no commission shall be paid on assignments for which the Artist fails to receive payment and for the assignments rejected by the Artist, regardless of the reasons.

Further, on the expenses incurred by the Artists in performing the assignment, no amount shall be payable, irrespective of 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 number of expenses incurred by the Artist in performing the assignment, and the Agent's commission shall be payable only on the fee after deduction of expenses.

The consideration shall be paid on a quarterly basis on an invoice generated by the agent timely.

4. 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.

5. 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.

6. 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.

7. Modifications

All modification to the [Agreement](#) shall be made with the consent of both parties and must be in writing.

8. Termination

This Agreement may be terminated by either party by giving 45 days written a notice to the other party on the registered address as mentioned.

Assignments received after the termination of the Agreement, originally obtained by the Agent during the term of this Agreement, shall entitle the Agent to the commission as per the terms of this Agreement.

9. Dispute Resolution

Any disputes arising out of this Agreement shall be submitted to mediation in accordance with [local laws]

If the mediation fails, the parties shall refer the dispute to arbitration institution of [name of the institution for arbitration].

The arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof.

The arbitration costs shall be borne by both parties equally and may be claimed for in the claim or counterclaim to the arbitrator

10. Governing Law

This Agreement shall be governed by the laws of [country/state]

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

Sign of the Artist/s

Name

Signature of authorized person

Name