**ARTIST REPRESENTATION CONTRACT TEMPLATE**

This agreement (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_ 20\_\_\_, (“Effective Date”) between \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ (“ARTIST AGENCY”) and \_\_\_\_\_\_\_\_\_\_ [“ENTITY”] for the services of \_\_\_\_\_\_\_ (“ARTIST”), collectively “You” or “Your”.

1. **TERM and TERRITORY:**
2. The Term of the Agreement shall be for a period of XX (X) year(s) from the Effective Date. After the one (1) year anniversary of the Term, the Term shall automatically renew for additional one (1) year periods unless earlier terminated by either party in accordance with paragraph 6 below.
3. The Territory for this Agreement shall be Worldwide.
4. **SCOPE OF REPRESENTATION:**
5. ARTIST AGENCY will be your sole and exclusive representative in promoting your artist services (“Services”) except in connection with the following areas: (i) editorial shoots (which are addressed in Section 3 of this Agreement); (ii) stock photography sales and licenses (which are addressed in Section 4 of this Agreement); (iii) books, photo print sales, or other merchandise-for-sale, and (iv) NFTs/web3 projects, unless otherwise agreed in writing.
6. ARTIST AGENCY will: (i) advise you regarding your Services and professional development; (ii) inform you of inquiries and offers made by third parties for your Services, (iii) negotiate contracts, usage, and licenses for your Services, images, and copyrights on your behalf; and (iv) promote and market your Services in a manner determined by ARTIST AGENCY in its reasonable discretion.
7. You will have discretion to accept or reject any of ARTIST AGENCY advice or any employment, engagement, or contract procured or negotiated by ARTIST AGENCY on your behalf. ARTIST AGENCY does not guarantee that it will procure work for you or provide opportunities for your Services.
8. You agree to reasonably assist in the negotiation of the terms and conditions of any proposed employment, engagement, or contract. You agree to respond to ARTIST AGENCY requests for approval or consent on any proposed terms and conditions within XX (X) business days of ARTIST AGENCY request. If you do not approve or consent to the proposed terms and conditions, you will provide ARTIST AGENCY with the reasons for your disapproval. Your failure to give ARTIST AGENCY timely notice of your approval or consent to any proposed terms and conditions will be deemed to be your disapproval and non-consent. You authorize ARTIST AGENCY to enter into contracts and obligations on your behalf.
9. You agree that you will inform ARTIST AGENCY of all inquiries by third parties for your Services or work product.
10. Each party agrees to provide the other with copies of any proposed contracts, agreements, estimates, invoices, and all other relevant documents reflecting any terms and conditions proposed and/or ultimately agreed upon by and between you and any third party procured by either party.

1. **EDITORIAL SHOOTS:** You and ARTIST AGENCY agree that editorial shoots will be handled as follows:
2. Unless otherwise agreed to in writing, you will be solely responsible for all negotiations, booking, invoicing, and collections on all editorial shoots. You agree to keep ARTIST AGENCY informed in a timely manner of all editorial shoots for which you are confirmed or on hold so that ARTIST AGENCY can effectively book you for non-editorial shoots.
3. If the parties agree in writing, ARTIST AGENCY will be responsible for negotiating, booking, invoicing, and collections on editorial shoots on a case-by-case basis. ARTIST AGENCY commission with respect to any editorial shoots for which it provides negotiating, booking, invoicing, or collection services shall be governed under Section 5 herein.
4. **STOCK PHOTOGRAPHY SALES AND LICENSES:**
5. You may use one or more stock photography agencies for the purposes of selling or licensing your images. ARTIST AGENCY shall have no obligation to render any services in connection with your sale or license of stock photography.
6. Notwithstanding the above, in the event the parties agree that ARTIST AGENCY will negotiate the stock purchase or license of any of your images, ARTIST AGENCY commission will be governed by Section 5 herein.
7. **COMMISSIONS:**
8. As consideration for ARTIST AGENCY services, you agree to pay ARTIST AGENCY a sum equal to XX percent (XX%) of the Creative Fees you receive in consideration for your Services or images (the “Commission”), even if the client reaches out to you directly and/or ARTIST AGENCY is not involved in negotiating the particular deal. Exceptions are listed out in Appendix A – House Accounts.
9. “Creative Fees” means all monetary and non-monetary consideration, including but not limited to project fees, usage fees, re-usage fees, additional usage fees, day fees, half-day fees, shoot fees, pre-light day fees, prep day fees, travel day fees, casting day fees, tech day fees, weather day fees, post production fees, director’s fees, ARTIST cancellation or “kill” fees, space rate, page rate, copyright costs, copyright fees, copyright licenses, license fees, renewal fees, royalties, and all other forms of consideration from any source received by or for you in exchange for your Services or images. In the event a flat project fee is charged and the ARTIST Fee is not delineated, the Commission shall be calculated based on the flat fee less costs and expenses for the project.
10. For all engagements, employments, or contracts for which ARTIST AGENCY is handling billing and collection, you agree to use your best efforts to provide ARTIST AGENCY with all receipts within XX (XX) business days of the completion of the Services. Youauthorize ARTIST AGENCY to receive all revenues and other consideration for the Services on your behalf. You agree that ARTIST AGENCY will deposit said funds into an account at a federally insured banking institution. You will not be entitled to any interest earned by ARTIST AGENCY from any such funds. ARTIST AGENCY will be entitled to comingle such funds with any other funds as determined by ARTIST AGENCY in its sole discretion. ARTIST AGENCY is authorized to pay your expenses from funds received on your behalf. ARTIST AGENCY may withdraw from such accounts any Commissions and other expenses to which ARTIST AGENCY is entitled hereunder. Authorized expenses of ARTIST AGENCY will include without limitation any sales tax owed, third party commissions, producer advances, and any business tax. ARTIST AGENCY shall remit the balance to your designated bank account within XX (XX) business days after the gross revenues have cleared ARTIST AGENCY accounts. ARTIST AGENCY **will not withhold or pay any taxes owed by you, and you acknowledge and agree that you are solely responsible for paying all taxes owed by you**.
11. For all engagements, employments, or contracts for which you are responsible for billing and collection, or in the event you are paid directly by the client, you agree to pay ARTIST AGENCY the Commission within XX (XX) business days of bank clearance of the payment from the client. You agree to provide ARTIST AGENCY with a copy of all invoices at the time that they are submitted to the client.
12. Termination of this Agreement will not terminate your obligations to pay ARTIST AGENCY all Commissions due.
13. From time to time, it may be necessary to engage legal services on your behalf to negotiate with third parties regarding your Services or to protect or enforce your rights to your work product. You agree to reimburse ARTIST AGENCY for all legal costs incurred on your behalf. ARTIST AGENCY shall obtain your consent before incurring more than $XX per month in reimbursable legal expenses.
14. You have no obligation to pay any Commissions on Creative Fees not actually paid or received. You have sole discretion to pursue payment of Creative Fees through a collection agency or litigation and in the selection of legal counsel. ARTIST AGENCY has no obligation to contribute funds to such activity.
15. Except as provided for otherwise herein, each party grants to the other for the Term of this Agreement and for a period of XX days subsequent to termination of this Agreement, the right to examine the party’s relevant books and records during normal business hours, upon reasonable notice and to make copies thereof at the expense of the inspecting party.
16. ARTIST AGENCY will contribute XX (XX%) of all costs incurred by you for studio promotions (such as personal promo cards, 3rd party marketing programs, etc.) that have been previously agreed upon in writing by the parties.
17. You agree to pay ARTIST AGENCY an annual fee of XX for social networking, industry trade promotions, ARTIST AGENCY website portfolio (updates, design, and news), email promotions, ARTIST AGENCY newsletters, viral campaigns, image archive, and digital PDF and agency / direct client presentations. You agree to reimburse ARTIST AGENCY for costs associated with treatment writing and layouts, printed books and promos, and exhibitions on your behalf, as well as travel costs when you request an ARTIST AGENCY agent to travel on your behalf. A detailed report of reimbursable expenses will be presented to you from time to time, and you agree to pay such expenses within XX business days thereof. Any such expenses which are accrued and unpaid may be deducted from the Fees collected by ARTIST AGENCY. ARTIST AGENCY shall obtain your consent before incurring more than XX per month in reimbursable expenses.
18. You shall be solely responsible for producing and providing promotional and marketing materials, including without limitation digital or printed portfolios, director reels, and your personal website.
19. **TERMINATION OF AGREEMENT:** This Agreement can be terminated by ARTIST AGENCY or you at any time in accordance with the notice provision set forth in Section 14. Upon termination, the following provisions apply:
20. If either ARTIST AGENCY or you elect(s) to terminate this Agreement within the first year of the Effective Date, ARTIST AGENCY shall be entitled to receive Commissions on all engagements, employments, or contracts that are booked, executed, or performed within XX (XX) days’ following the effective date of the termination.
21. If either ARTIST AGENCY or you elect(s) to terminate this Agreement at any time after one year has passed from the Effective Date, ARTIST AGENCY shall be entitled to receive Commissions on all engagements, employments, or contracts that are booked, executed, or performed within XX (XX) days’ following the effective date of the termination.
22. For a period of XX years after the effective date of termination , you agree to pay ARTIST AGENCY a Commission on all Fees in consideration for renewals or reusage of rights arising from Services booked or performed during the Term or the applicable post-termination period described in Sections 6.a or 6.b above.
23. If you commit or are found to have committed or are indicted for any act or offense of moral turpitude under federal, state or local laws, or engage in behavior that brings you or ARTIST AGENCY into public disrepute, contempt, scandal or ridicule, then at any time after any such event ARTIST AGENCY will have the right, at its sole option, to terminate this Agreement immediately by written notice. Termination by either party will not terminate your obligations to pay all Commissions and expenses due.
24. **REPRESENTATIONS AND WARRANTIES:** You represent and warrant as follows:

1. You have the ability and authority to execute this Agreement and to fully perform its terms and conditions and the terms and conditions of any engagement or employment procured by ARTIST AGENCY;
2. ARTIST AGENCY activities on your behalf under this Agreement will not infringe, violate, or interfere with the rights, whether statutory or otherwise, of any third parties;
3. You are not party to, or bound by, any contract, the terms of which would be inconsistent with or contrary to the terms and conditions of this Agreement;
4. All of your Services, and any materials provided by you as promotional materials, will be clear of any claims or encumbrances and, to your knowledge and belief, will not infringe upon the rights of any third parties;
5. You own all right, title, and interest in, or otherwise have full right and authority to permit the use of your Services and all promotional materials provided to ARTIST AGENCY;
6. You have set up (or will set up within X months of contract signing) a corporation or limited liability company through which you will provide the Services. Your corporation or limited liability company is in good standing and will remain in good standing during the Term.
7. You agree to defend, indemnify, and hold ARTIST AGENCY, its shareholders, officers, directors, agents, employees, successors, and licensees (collectively, the “ARTIST AGENCY Indemnitees”), harmless against all costs, expenses, and losses (including reasonable attorneys’ fees and costs) incurred through claims or allegations of third parties against any of the ARTIST AGENCY Indemnitees based on or arising from (1) any uncured material breach by you of this Agreement or of any of your representations, warranties, or covenants hereunder, and (2) your performance of the Services.
8. **COPYRIGHT:** Nothing in this Agreement expresses or implies any transfer, sale, or assignment of any of your copyrights, trademarks, or other intellectual property to ARTIST AGENCY. The decision to pursue any claims sounding in copyright infringement, unauthorized use of images, trademark infringement, or substantially equivalent or similar claims are specifically reserved to you. ARTIST AGENCY shall have no claim to any funds recovered by or awarded to you arising out of a claim sounding in copyright, trademark, or intellectual property infringement or substantially similar claims (other than Commissions), unless otherwise agreed to in writing by the parties. ARTIST AGENCY agrees to promptly bring to your attention any perceived infringement by a third party of your copyright(s) or trademark(s). You agree to keep ARTIST AGENCY apprised of any activity taken by you in this regard.
9. **ADVERTISING AND SOLICITATION:**
10. Each party may use the name, mark, image, or biographical material of the other in connection with the advertising, promotion or sales of their respective businesses and/or for their mutual economic benefit. Neither party may use any of the foregoing without the written consent of said party in connection with the sale or promotion of the goods or services of any third party for any purpose.
11. During the term of this Agreement, ARTIST AGENCY agrees to maintain a website for the purposes of advertising and promoting your Services and images. You hereby grant ARTIST AGENCY a nonexclusive, worldwide, royalty-free, license to use your name, approved likeness, and any of your work product for promotional purposes, including but not limited to publication on its website. Your work will be promoted and displayed in a manner and style consistent with other ARTISTs and artists represented by ARTIST AGENCY and who appear on its site. At your request, ARTIST AGENCY will provide a link on its site to your site.
12. You agree that you will include ARTIST AGENCY name and contact information on your website (including a link to ARTIST AGENCY website) and on all promotional materials and wherever you receive a credit line in connection with your Services. You agree to tag @ARTIST AGENCY on all social media posts featuring your work product from engagements procured by ARTIST AGENCY.
13. **ARTIST AGENCY ABILITY TO REPRESENT OTHER ARTISTS:** You acknowledge and agree that ARTIST AGENCY may, and does, represent other artists, including those who may directly compete with you and your Services, during and after the term of this Agreement and that nothing in this Agreement may be construed to limit or otherwise abridge ARTIST AGENCY right to do so.
14. **INDEPENDENT CONTRACTOR:**
15. Neither of the parties hereto shall be considered an employee of the other party for any purpose. This is not an employment agreement, and shall not create a joint venture or partnership between the parties hereto, and neither party hereto shall have any right or authority to accept legal process for the other.
16. Each of the parties hereto shall be solely responsible for the payment of each of their own federal, state and city income taxes and the like, including, without limitation, FICA, “Social Security” taxes, and any other such payments.
17. You will be solely responsible for the payment of any assistants, employees, or contractors hired by you in connection with the Services. You agree to indemnify and hold ARTIST AGENCY harmless against any claims, losses, liabilities (joint or several), damages, judgments, and costs (including reasonable attorney’s fees) arising from your employment or engagement of any assistants, employees, or contractors, whether related to wage and hour, classification, harassment or discrimination, unemployment, or personal injury claims.
18. **NOT AN AGENT:** You hereby acknowledge that ARTIST AGENCY is not a booking, theatrical, or employment agent, that ARTIST AGENCY is not licensed under state law, and that ARTIST AGENCY has not promised to procure employment or engagements for you, nor can it guarantee any particular outcome with respect thereto or with respect to your career or professional development. ARTIST AGENCY shall not be obligated to procure or attempt to procure any employment or engagements for you hereunder.
19. **INSURANCE:**
20. You agree to purchase and maintain general liability insurance in an amount of at least $XX per occurrence and $XX per aggregate. Both your general liability policy and your professional liability policy must name ARTIST AGENCY as an additional insured.
21. You agree to purchase and maintain workers’ compensation insurance in connection with your Services and the workers who assist and are associated with your Services. You agree to indemnity and hold ARTIST AGENCY harmless against any claims, losses, liabilities (joint or several), damages, judgments, and costs (including reasonable attorney’s fees) arising from any injury or loss incurred or suffered in the course of your Services.
22. You agree to provide ARTIST AGENCY with proof of these insurance policies and proof of the additional insured on these insurance policies on an annual basis.
23. **NOTICE.** Notice under Section 6 of this Agreement may be by email, Certified Mail - Return Receipt Requested, or Federal Express Signature Required and addressed to the party at the following address:

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|  |  |  |
| Artist |  | ARTIST AGENCY |
|  |  | Address: |
|  |  |  |

Notice shall be effective as of the date of transmission (if by email) or the date of receipt set forth on the return receipt or proof of signature (if by Certified Mail or Federal Express). If notice is made via Certified Mail and in the event no postal receipt card is returned, the date of notice shall be deemed as the date XX (XX) days after said notice was deposited with the United States Postal Service as indicated by the official indicia of such receipt.

1. **MISCELLANEOUS PROVISIONS**
2. Entire Agreement. This instrument constitutes the entire Agreement between the parties with respect to the matters within its scope. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement will be of no force and effect unless in writing and signed by you and ARTIST AGENCY.
3. Interpretation. If any provision hereof is held invalid or unenforceable, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
4. Right to Assign Agreement. You may not assign this Agreement without the prior written consent of ARTIST AGENCY. ARTIST AGENCY may assign this Agreement.
5. Remedies. The parties’ sole remedy against the other for loss or damage arising out of the performance or non-performance under this Agreement is proven direct, actual damages. Neither party shall be liable to the other for any indirect, incidental, reliance, special, punitive or consequential damages arising out of its performance or non-performance under this Agreement.
6. Arbitration. In the event a dispute arises concerning any of the provisions of this Agreement, including any claim of breach, or any issue of the interpretation or validity of this Agreement and arbitration provision, shall be submitted to and decided by arbitration before a single arbitrator with [INSERT PREFERRED ARBITRATION COMPANY] according to its then current rules. The arbitration shall take place in \_\_\_\_\_\_\_\_\_\_\_\_\_\_. The arbitrator shall have the same powers to grant injunctive relief and award damages as exercised by the state court of competent jurisdiction. The prevailing party in such arbitration will be entitled to recover all incurred and accrued expenses, including without limitation, reasonable attorneys fees and costs from the other party. This Agreement, and any dispute or controversy relating to or arising out of this Agreement shall be interpreted, enforced, and governed by the law of the State of \_\_\_\_\_\_\_\_\_\_\_.
7. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_ and shall be binding upon and inure to the benefit of the parties’ heirs, executors, administrators and successors. Venue shall be with the Superior Court of the State of \_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_. The parties agree to submit to the personal jurisdiction of the courts of the State of \_\_\_\_\_\_\_\_\_\_.
8. Waiver. No action or lack of action by ARTIST AGENCY shall be deemed or construed as a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall constitute or be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
9. Severability. If any provision hereof is held invalid or unenforceable, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
10. Headings. Any headings used in this Agreement are for reference purposes only and are not to be used to construe or limit the meaning of any provision.
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

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| [ARTIST AGENCY] |  | ARTIST: |
|  |  |  |
| Authorized Signature |  | Signature |
|  |  |  |
| Name, Title |  | Name |
|  |  |  |
| Date |  | Date |

Appendix A

House Accounts