

# Agent Representation Agreement

This agreement made and entered into at \_\_\_\_\_,  
\_\_\_\_\_, by and between:  
\_\_\_\_\_, (hereinafter called the "Client"), and  
\_\_\_\_\_, (hereinafter referred to as the "Agent")  
who operates internationally from the location;  
\_\_\_\_\_

Telephone: \_\_\_\_\_; Fax: \_\_\_\_\_;  
Email: \_\_\_\_\_@\_\_\_\_\_

1) The Client hereby employs the Agent to represent the Client hereby engages  
\_\_\_\_\_ as Agent of Record solely and  
exclusively to represent the Client in the Geographical areas of \_\_\_\_\_ and  
internationally in the fields of:

- a. Feature Film
- b. Television (Variety & Drama)
- c. Television (Commercial)
- d. Radio
- e. Documentaries
- f. Stage
- g. Writers: writing film scripts, books, but not limited to the mentioned).
- h. Extras.
- i. Musical Compositions & Composers

2) In consideration for services proved by the Agent, the Client agrees to pay the Agent a sum equal to .15% (fifteen percent) commission agency fee and for expenses. Expenses are including but not limited to financial advances to the Client, necessary equipment to assure the Client meets contractual deadlines and engages in his fields of writing expertise, travel expenses, meal allowances, payment for accommodations, such as hotel and motel, and other allowances which are not a fee for work services rendered by the Client to an engager.

3) No provisions of this agreement shall at any time be given effect so as to contravene or be in conflict with the Constitution and by-laws of ACTRA, AFTRA, EQUITY, or SAG.

## Duties of the Agent:

1a.) The agent agrees to use reasonable efforts in the performance of the following duties. Assisting the Client in obtaining offers of employment, and

negotiating engagements for the Client on the Client's behalf; promote and publicize the Client's name and talents and carry on business correspondence on the Client's behalf relating to the Client's professional Career as a performer.

2b.) The Agent will maintain office staff and facilities reasonably adequate for performing such duties;

3c.) The Agent will not accept or decline any engagement for the Client without Client approval;

4d.) The Agent will fully comply with all applicable laws, rules, and regulations of governmental authorities and secure such licenses as may be required for the performance of the Agent duties;

5e.) The Agent will facilitate Canadian, United States and international copyright on all of the Client's professional completed writings to assure protection of the parties works.

5f.) The Agent will seek advances, contractual advances, or other financial assurances that the Client has sufficient funds during the creation and continuance of future works and works in progress.

5g.) The Agent will assure that that all funds are distributed expeditiously and fairly, between the Client and the Agents.

#### **RIGHTS OF THE AGENT/AGENCY:**

aa.) The Agent may render similar services to others and may engage in other business ventures.

bb.) The Client will promptly refer to the Agent all communications, written or oral, received by or on behalf of the Client relating to the services and appearances by the Client as a performer and writer.

cc.) Without the Agent's knowledge, the Client will not engage any other Person, Firm, or Corporation to perform services to be performed by this Agent, nor will the Client perform or appear professionally or offer to do so, without advising the Agent.

dd.) In the event of the Client's termination of this agreement, the Client agrees that the Agent is paid the aforesaid fees of .15% (fifteen percent) of any gross commission paid to the Client after such termination as a result of any engagements obtained by the Agent for the Client before such termination.

ee.) In the event that a Casting Agent or Producer contact the Client direct to negotiate fees or actor or writer performance, the Client guarantees to refer all such

contact to the Agent.

ff.) The Client shall provide the Agent with adequate and updated photographs, PMT, biographical material and recorded material as necessary upon request by the Agent.

gg.) The length of this contract is 5 years commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This contract will automatically renew for another 5 years on the anniversary date of the contract and each anniversary date thereafter.

IN WITNES WHEREOF, the parties mutually agree to all terms and conditions executed this \_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall continue to be in effect until the \_\_ day of \_\_\_\_\_, \_\_\_\_\_, whereupon this agreement will automatically be renewed unless given 30 days notice of termination by way of certified letter to the Agent of Record located at the head office at: \_\_\_\_\_.

Agent: \_\_\_\_\_ Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Writer or Musician: \_\_\_\_\_ Signature: \_\_\_\_\_

Dated: \_\_\_\_\_