

THE TALENT BEAM – AGENCY AGREEMENT

PARTIES

Agent The Talent Beam, San-Marie Studios, Southend Road, Billericay, CM11 2PZ

Artiste **AGENCY AGREEMENT**

DOB/...../.....
NAME
ADDRESS
TEL NO(S)
EMAIL
PHONE

DATE OF AGREEMENT/..../.....

DEFINITIONS In the Agreement words in the first column of the following small table shall bear the meaning set out in the second column of that table.

TERM The term begins of the date this agreement and continues until terminated by either party giving to the other one month's notice writing expiring at any time after the end of the first year of the term; however, the artiste can cancel or terminate the agreement during a 30 day period from the date of agreement without any penalty.

AGENCY AREAS All the following branches of entertainment industry anywhere in the world including media yet unknown –

Live performances; motion pictures for any media; the legitimate theatre; all broadcast media; any interactive media; advertising and merchandising; concerts; private parties; cabaret; dances; corporate entertainment; conventions; all forms of audio and visual recordings;

FEE (1) Income received by the Artiste via The Talent Beam 25% for modeling and commercial work, on all buyouts & usage fees. 20% on invoices for £99 or less. 15% for theatre and stage. (other than income falling within clause (2) below)-

a) During the Term; or
b) After the end of term in respect of contracts negotiated or entered during the Term;

(2) In respect of recordings whether audio or visual wholly recorded or musical compositions (with or without lyrics) wholly written during the term or recordings or compositions made within 6 months of the end of the Term pursuant to a contract negotiated during the Term;

a) 25% of all income received by the artiste during the Term of within 10 years thereafter.
b) 12.5% of all income received during the eleventh to fifteenth years following the end of this term and thereafter no further sums are payable.

CONTRACT Any engagement of whatsoever nature entered into by the Artiste through The Talent Beam.

INCOME Gross monies or remunerations of any nature received by the Artiste through The Talent Beam.

OBLIGATIONS 1. The Artiste appoints the Agent as his sole and exclusive agent for all the Agency matters during the Term provided that the sole and exclusive restrictions shall not apply if the Artiste is 16 years old or after the Artiste attains the age of 16.

2. The Artiste shall pay the fee, together with any VAT due thereon forthwith upon receipt of income by him or anyone on his behalf.
3. The Artiste shall, during the Term entirely at his own expense –
 - (1) Refer all enquires or offers in respect of Agency matters to the Agent;
 - (2) Provide everything, of whatsoever nature requisite for fulfilling all his obligations in respect of contracts;
 - (3) Provide the Agent with all publicity material including the services of a publicity agent.
 - (4) Indemnify the Agent against all loss or damage he may suffer as a result of the Artiste breaching the terms of his Agreement or any Contract.
4. The Agent shall not, unless and until they attain the age of 16 years engage any other person during the Term to act as their agent in respect of the Agency matters.
5. The Agent shall use reasonable endeavours to procure work for the Artiste in the Agency Area and shall provide guidance and advice in relation to the Artiste’s career and shall act for the Artiste in all matters relating to the Agency Area whenever called upon to do so.
6.
 - (1) This Agreement shall be governed by the laws of England and Wales.
 - (2) Words importing the male shall include the female and singular shall include the plural.
 - (3) This Agreement constitutes the sole agreement between parties and nothing which is not in the Agreement shall bind either party.
7.
 - (1) The Artiste warrants that he is free to enter into the Agreement and has been advised by the Agent to take independent legal or professional advice before signing this Agreement;
 - (2) By signing this Agreement the Artiste agrees that the terms of this Agreement are in the interest of and for the benefit of the Artiste and any restrictions imposed are fair and customary and are outweighed by the advantages immediately and potentially available.
 - (3) If the Artiste is under 18 this Agreement must be signed by a parent or guardian of the Artiste and by signing this the signature warrants that they are either a parent or guardian and have authority to sign.
8. Notices under this Agreement must be in writing and served by hand or by post to the last known address of the recipient.

Signed by or on behalf of the Artiste

Name and address of signatory (if not the Artiste).

Relationship of signatory to Artiste

Signed on behalf of Agent