

AGENCY AGREEMENT (NON-EXCLUSIVE)

This Agreement is made on _____, 20__ by and between _____
(Name of Band/Artist) hereinafter referred to as "Artist" and
_____ (Name of Agent) hereinafter "Agent" provides
consideration for Agent in exchange for the services and terms herein on its selected list
of talent and its further consideration of the Agent's efforts to seek and find employment
specific to Artist's brand of music for Artist in the music industry.

1. This is a non-exclusive agreement. Artists agrees that Agent may duly represent other such musicians in the same manner that musician is represented without harm to Artist. Artist may employ the services of another Agent. In such event, Artist will not be liable to Agent for any compensation from such outside assistance or services.
2. For all engagements in which Agent represents Artist and Artist is duly compensated, Artist shall pay the agency a commission of ten percent (10 percent) on gross earnings for any employment in the entertainment field. Artist further agrees to pay the Agency commissions on all residuals from employment that was secured by the Agency. No agency commissions shall be payable on any of the following:
 - A. Separate amounts paid to Artist not as compensation but for travel or living expenses incurred by Artist, and
 - B. Separate amounts paid to Artist not as compensation but a reimbursement for necessary expenditures actually incurred by Artist in connection with Artist's employment, such as damage to or loss of equipment, promotional materials, etc.
3. All earnings from those engagements in which Agent acted as representative on behalf of Artist, shall be mailed or delivered directly to Agent. Agent, as required by law in several states, shall deposit such earnings in its separate Trust Account. Within 14 business days, Agent shall be duly authorized to deduct the agreed upon fee of 10% and send all remaining earnings to Artist with accompanying documentation regarding disbursement, to the mailing address listed below.
4. In the event that earnings from engagements where Agent acted as representative for Artist were inadvertently given to or sent to Artist, Artist shall, within 14 business days, forward the due 10% owed to Agent.
4. Artist shall remain liable to Agent for all commissions still outstanding and deemed owed to Agent despite any termination of this agreement.
5. Agent is hereby given the express permission to use the image, musical works, biographical image, likeness, other information and documentation as provided by Artist for reasons of procuring employment in the music industry.

6. Artist is not obligated to accept any or all engagements presented by Agency. Artist, for any reason, may refuse any engagement.

7. In the event that Artist breaches an agreement and fails to perform on a contract that Agent procured for Artist, Artist shall remain liable to Agent for commission owed had Artist not breached said contract. Further, Artist agrees to hold harmless and indemnify Agent for any liabilities incurred by Artist under contracts procured and negotiated by Agent.

8. The term of this Agreement shall be twelve (12) months from the date signed below. Prior to natural termination, either Party may, in writing, for just cause, provide sixty (60) days notice to the other party of its desire to terminate this agreement.

9. Neither party may assign or transfer any of its rights or duties under this Agreement.

10. Agent and Artist are contractors independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party without express written consent under a separate agreement.

11. Artist agrees to keep updated and informed Agent of any changes in contact information, whether it is phone, address, or email address. Failure of Artist to keep informed Agent may result in the loss of income for both Artist and Agent.

Authorized Person

Artist Rep or Artist

Company Name and Title

Band Name (if applicable)

Address

Address

Address

Address

Phone

Phone

Email

Email