

ARTIST AND PUBLICIST AGREEMENT

This Agreement is hereby entered into on _____, 20__ by and between _____, with the Stage Name of “_____” hereinafter referred to as “Artist” and _____ of _____ hereinafter referred to as “Publicist.”

WHEREAS,

Publicist represents that they are familiar with work and biographical information of Artist as represented by Artist. Publicist further represents of being experienced in the publicity of like musical artists.

In consideration of services performed herein described, Artist shall pay a sum of _____ per _____.

1. **TERM.**

The duration of this Agreement shall last two (2) years and shall commence on the date above mentioned.

2. **PUBLICIST’S DUTIES.**

Publicist agrees to perform on behalf of Artist the services customarily rendered on behalf of artists. Publicist agrees to perform the following services when requested to do so by the Artist:

- (a) Advise and counsel in any matters pertaining to publicity, public relations and advertising in all fields of entertainment.
- (b) Advise and counsel in the selection of literary, artistic and musical material as far as publicity value is concerned.
- (c) Advise and counsel with relation to the proper format for presentation of Artist's artistic talents and in the determination of proper style, mood, setting, business and characterization in keeping with the Artist's talents as far as publicity value is concerned.
- (d) Advise and counsel and direct in the selection of the artist's talent to assist, accompany or embellish Artist's artistic presentation as far as publicity value is concerned.
- (e) Advise and counsel with regard to general parties in the entertainment and amusements industries as far as publicity is concerned.

- (f) Advise and counsel the selection of publicity programs.
- (g) Procure Television, Radio, Newspaper, Magazine, and Web interviews for the purposes of promoting the career or latest project of Artist.
- (h) Mail publicity releases to the trade press, fan magazines, newspaper columnists, and radio and television interview shows, etc.
- (i) Co-operate with public relations personnel if Artist, his employer(s) and/or his management.
- (j) Provide a complete and accurate accounting of all services provided.
- (k) Keep private all matters, facts, and personal and professional issues deemed private by Artist.
- (l) To perform and render reasonable services as and when reasonably requested by Artist.

3. **ARTIST'S DUTIES.**

Artist agrees to provide the following to Publicist at Publicist's request or as operation of the obligations under this contract:

- (a) Provide Publicist with many different pictures and copies of resumes at Artist's cost. Pictures shall be 8" x 10". Publicist hereby notifies Artist that Publicist will be handicapped in his work if he does not receive pictures and resumes in the quantity requested.
- (b) Provide Publicist with CD's of good quality of the most recent published musical work in CD format. Artist shall, at their own expense, provide ten (10) initial copies to Publicist.
- (c) Provide Publicist with any biographical information, press kits, and other facts and materials as deemed necessary and available.
- (d) Pay Publicist for services rendered within 10 days of receipt of Publicist's monthly bill and all reimbursable expenses, but only such expenses where there is express written consent by the Artist.
- (e) Remain devoted and faithful to their own career, to do all things necessary and desirable to promote his career and earnings therefrom. Artist agrees to at all times engage proper theatrical agencies to obtain engagements and employment for him.

THEREFORE, ARTIST DULY AUTHORIZES PUBLICIST TO ACT IN REGARDS TO THE FOLLOWING:

(a) Approve and permit all publicity, public relations, endorsements, etc.

(b) Approve and permit the use of Artist's name, photograph, likeness, voice, sound effects, caricatures, literary, artistic and musical material for the purposes of advertising and publicity and in the promotion and advertising of any and all products, services, etc.

Despite duties of Artist, herein, Artist has the reasonable right to refuse any and all publicity events, interviews, or appearances as requested by Publicist. If Publicist feels Artist's refusal to appear or cooperate is not reasonable and is a breach of this Agreement, Publicist must notify Artist of such breach in writing.

4. **ROLE OF PUBLICIST.**

Artist and Publicist agree that Publicist's role is not that of an agent, manager, or promoter. The parties agree that Publicist is not obligated to attempt to secure employment or engagements for Artist. The parties agree that Publicist has not promised to procure employment or engagements for Artist.

Publicist shall not be required to travel or to meet Artist at any particular place. The parties agree that under the terms of this Agreement they may agree at a future time that Publicist may travel and that arrangements will then be made for costs and expenses of such travel. These arrangements may be to the effect that Artist will pay for any or all of Publicist's travel expenses. Unless otherwise agreed to in the future, Artist shall pay Publicist's travel expenses incurred but Publicist will have Artist grant his permission and approval of such expenses in advance of incurring them.

5. **ARBITRATION.**

If at any time any controversy should arise between the Publicist and the Artist regarding anything pertaining to this Agreement which the parties hereto do not promptly adjust and determine, then the written orders of the Artist shall be followed and said controversy may be decided by binding arbitration at the sole discretion of Artist. If binding Arbitration is elected by Artist, it shall be pursuant to the rules of the Judicial Arbitration and Mediation Service (JAMS.) The award of the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any in any court having jurisdiction thereof. Venue will be in _____ (county), _____ (state). Publicist further consents to the arbitrator who is appointed in said proceeding.

6. **REMEDIES.**

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement, the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have five (5) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

7. **SEVERABILITY.**

If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

8. **NO WAIVER.**

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions will not be considered a waiver or deprive the party of the right thereafter to insist upon adherence to the term of any other term of this Agreement.

9. **ENTIRE AGREEMENT.**

This Agreement sets forth the entire understanding of the parties with respect to the subject matter. This Agreement may be amended only in writing signed by both parties.

10. **CONTROLLING LAW.**

This Agreement shall be construed in accordance with the laws of _____.

11. **MODIFICATIONS.**

This Agreement may be changed or modified, but only by means of a writing signed by both parties.

12. **EXCLUSIVITY.**

Publicist's services provided to Artist are not exclusive. Publicist is now and shall continue to perform somewhat similar services for other artists;

THE PARTIES HEREBY agree to and will abide by the terms of this Agreement by so setting their names below.

ARTIST

PUBLICIST