

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this [date] by and between the National Performing Arts Funding Exchange, 1100 15th Street NW Suite 400, Washington, DC 20005 USA (hereinafter referred to as "Agent") and [artist name and address] (hereinafter referred to as "Artist").

IN CONSIDERATION of the mutual agreement herein contained, it is understood and agreed by and between the parties as follows:

1. **Nature Of Services Provided By Agent.** Agent is hereby authorized on a non-exclusive basis to secure clients and/or performance opportunities for Artist.
2. **Promotion.** The Artist shall provide the Agent with such samples of work as are from time to time necessary for the purpose of securing assignments. These samples shall remain the property of the Artist and all samples and copies thereof shall be returned to Artist, and digital copies in Agent's possession shall be permanently deleted, within 30 days of termination of this Agreement. Promotional expenses, including but not limited to promotional mailings and paid advertising, shall be paid by the Agent. The Agent shall bear the expenses of shipping, insurance, and similar marketing expenses.
3. **Compensation.** The Agent shall be entitled to 15% of fees or commissions paid by clients for performances by Artist, this entitlement being the only source of compensation due to the Agent from the Artist. No commission shall be paid to Agent on assignments for which the Artist fails to receive payment and for assignments rejected by the Artist, regardless of the reasons.
4. **Payments.** Agent agrees to hold all funds due to Artist in an account separate from the Agent's funds prior to making payment to the other party. Any funds payable to Artist will be delivered to Artist within 7 days upon receipt from the client. Similarly, any funds received by Artist that are owed by Artist's clients to Agent shall delivered to Agent within 7 days upon receipt from the client. Late payments shall be accompanied by interest calculated at the rate of 6% per year thereafter.
5. **Assignment.** This Agreement shall not be assigned by either of the parties to any other party. It shall be binding on and inure to the benefit of the successors, administrators, executors, or heirs of the Agent and Artist.
6. **Intellectual Property and Ownership Rights.** Nothing in this agreement shall be interpreted to mean that Agent has any claim to intellectual property or ownership rights of any creation by the Artist(s).
7. **Inspection Of Books and Records.** Agent shall keep the books and records with respect to commissions due at its place of business and permit the other party to inspect these books and records during normal business hours on the giving of reasonable notice.
8. **Termination For Reasons Beyond One's Control.** This Agreement may be terminated by either party to this Agreement by giving written or email notice at least 45 days in advance to the other party if circumstances arise such as but not limited to disease, Act of God, war, or act of terrorism that would be reasonably understood as making it impossible for either party to meet the terms of this Agreement.
9. **Term.** This Agreement shall by mutual consent of the parties remain in force and effect for a period of two (2) years from the date signed and executed by all parties, with the effective date being the date on which the final signature is affixed hereto. The Agreement will automatically renew at the end of two (2) year[s] for successive twenty-four (24) month periods unless either party informs the other with at least 60 days' advance notice of a desire to terminate the Agreement. Assignments received by the Artist after the termination of the Agreement, originally obtained by the Agent during the term of this Agreement, shall entitle the Agent to the commission as per the terms of this Agreement.

- 10. Notices.** All notices shall be given to the parties at their respective addresses set forth above in writing and/or by email.
- 11. Dispute Resolution.** Disputes arising out of this Agreement shall be submitted to mediation. If the mediation fails, the parties shall refer the dispute to the American Arbitration Association. The arbitrator's award shall be final, and judgment may be entered in any court. Arbitration costs shall be borne by both parties equally and may be claimed for in the claim or counterclaim to the arbitrator.
- 12. Choice Of Law.** The jurisdiction for this Agreement is global and worldwide and shall be governed by the laws of Washington DC or the country of the Artist's residence as the party instituting any claim or dispute may choose.
- 13. Severability.** If any provision in this Agreement is held to be invalid or unenforceable, then such provision will be deemed to be restated to reflect as nearly as possible the original intent of the Parties, in accordance with and to the extent permitted by applicable law. The remainder of this Agreement will remain in full force and effect.
- 14. Counterpart Clause.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- 15. Miscellaneous.** This Agreement constitutes the complete Agreement between the Artist and the Agent. No representation or promise, oral or written, has been made except as specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

For NPAFE:

For [actual artist name]:

[signer's name printed]

[signer's name printed]

Title

Title

Telephone

Telephone

Email

Email