

LITERARY AGENCY AND REPRESENTATION AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF AGENT]
of _____ [address]
("Agent")

- and -

[NAME OF AUTHOR]
of _____ [address]
("Author")
(also published under the pen name(s) " _____ ")

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto agree as follows:

1. Exclusive Retainer

- (a) Throughout the Term of this Agreement (as hereinafter defined), Author hereby retains Agent as Author's exclusive literary agent in representing and negotiating the sale, lease, license or other disposition of the rights to Author's Works.

[If the Agreement is to cover specific works by the Author, use the following paragraph and delete the other option.]

- (b) As used throughout this Agreement, the phrase "Author's Works" shall refer to: *[list the works to be covered by the Agreement]*

1. [Name of work]
2. [Name of work]
3. etc.

[If the Agreement will be ongoing and cover existing and future work by the Author, use the following paragraph and delete the above.]

- (b) As used throughout this Agreement, the phrase "Author's Works" shall refer to all works of authorship written or to be written by Author and not covered by a prior unagented sale or prior agency agreement, including but not limited to (i) all book-length fiction and/or non-fiction, (ii) all full-length feature screenplays and/or full-length or series-length television scripts, and (iii) any other writings that the parties may agree in writing, unless Agent deems such work to be unmarketable in its present form.

- (c) Author hereby agrees to make all above-mentioned Works available to Agent for consideration for representation.

- (d) Author warrants that, during the Term hereof, Author will employ no other Agent to represent Author's Works, and that Agent has exclusive representation rights to all Author's Works indicated above.

2. Scope of Representation

The scope of Agent's representation of Author's Works shall consist of the following services:

- (a) Subject to Author's approval, to negotiate the sale, lease, license or other disposition of Author's Works in the United States, its territories, and Canada ("Domestic Sales"), and in non-domestic markets throughout the rest of the world ("Foreign Sales");

- (b) Subject to Author's approval, to negotiate the sale, lease or license of derivative or secondary rights in Author's Works, such as film, television, recording or other media rights, anywhere in the world ("Subsidiary Sales");
- (c) To collect and receive all revenues, royalties and other consideration due and payable to Author from all Domestic Sales, Foreign Sales, and Subsidiary Sales for so long as the Contracts for such sales remain in force.

3. **Contracts**

Agent shall use best efforts to promote Author's Works. No proposed sale or other disposition shall be binding unless agreed by Author in a signed contract ("Contract" or "Contracts"). Author's signature shall be required for any such Contract, provided that Author may, in writing, authorize Agent to sign specified Contracts on Author's behalf.

4. **Term**

Subject to the provisions for termination as hereinafter provided in this Agreement, the initial term shall be for a period of one (1) year. The term shall automatically renew for successive 1-year periods thereafter, unless either party gives the other written notice, at least _____ (___) days prior to the end of the then-current term, of such party's intention to terminate the Agreement. The capitalized expression "Term" shall include the initial term and all subsequent renewals and extensions.

5. **Commission**

[If the commission is a single flat rate, use the following paragraph.]

In consideration of Agent's services hereunder, Author shall pay Agent, and hereby authorizes Agent to deduct and retain as a commission for services rendered ("Agent's Commission"), an amount equal to _____ percent (___%) of gross revenues, whenever received, due and payable to Author in connection with any and all Contracts resulting from the efforts of Agent signed during the Term or within the six months following termination of this Agreement.

[For multi-scale commissions, use the following paragraph.]

In consideration of Agent's services hereunder, Author shall pay Agent, and hereby authorizes Agent to deduct and retain as a commission for services rendered ("Agent's Commission"), the following amounts:

- (a) _____ percent (___%) for all Domestic Sales;
 - (b) _____ percent (___%) for all Subsidiary Sales;
 - (c) _____ percent (___%) for all Foreign Sales.
- [e.g. 15% for Domestic, 20% for Subsidiary, 20% for Foreign]*

THIS IS A 6-PAGE DOCUMENT.