



STANDARD ARTIST'S  
REPRESENTATION

CONTRACT

# STANDARD ARTIST'S REPRESENTATION CONTRACT

## BETWEEN

NAME ..... ("Performer")  
(Name of Performer)

ADDRESS .....  
.....  
(Address of Performer)

## AND

NAME ..... ("Agent")  
(Name of Agent)

ADDRESS .....  
.....  
(Address of Agent)

## RECITALS

- A. The Agent is in the business of representing performers.
- B. The Performer wishes to appoint the Agent as the Performer's agent.

## THE PARTIES AGREE AS FOLLOWS

### 1 Territory

The Performer engages and appoints the Agent to represent the Performer either:

- exclusive agent in the Entertainment industry;
- or
- exclusive agent in the Entertainment industry except as follows

.....  
.....  
.....

(delete whichever is inapplicable)

For the purposes of this Agreement the "Entertainment Industry" will include all work of the Performer as a performer in the film, television, advertising, music, radio, theatre, live appearances, internet or any other media now known or devised after the date of this agreement. For the avoidance of doubt, the Agent's appointment does not cover writing, directing or producing services rendered by the Performer; reference to "Entertainment Industry" shall likewise not include this work.

For the purposes of this agreement the Territory is Australia and New Zealand

### 2. Agent's responsibilities

To the extent of the appointment in clause 1 the Agent will:

- a. Use best endeavours to represent the Performer and advance the interests of the Performer;
- b. Advise the Performer in all matters relating to the Performer's career in the Entertainment Industry;
- c. Use best endeavours to obtain auditions for the Performer in the Entertainment Industry;
- d. Represent the Performer in a proper and business like manner;
- e. Advise on general practices in the Entertainment Industry;
- f. Maintain an awareness of payments and terms of engagement afforded to Performers throughout the Territory;
- g. Use best endeavours to negotiate the best possible terms of engagement for the Performer;

h. Will use best endeavours to ensure that any contract negotiated complies with all terms and conditions of the relevant Media Entertainment & Arts Alliance ("the Alliance") agreement and/or contract (where one exists). In addition the agent undertakes to recommend the Performer that the Performer only accept work in accordance with the relevant Alliance agreement and/or contract (where one exists)

- i. Hold a valid agent's licence pursuant to the provisions of the Entertainment Industry Act 1989;
- j. Maintain a trust account and deposit all monies received on behalf of the Performer into that trust account;
- k. Remit to the Performer within 14 days of receipt all monies due as collected after deduction of the Agent's Commission, any other amount required to be deducted by law and any other expense incurred on the Performer's behalf and with the Performer's prior consent.
- l. Endeavour to conduct itself so as to avoid any conflict of interest as between it and the Performer. In the event the Agent does have a conflict of interest with respect to a matter that involves the Performer (for example, where the Agent also operates a production company that proposes to engage the Performer), the Agent agrees to promptly disclose the conflict to the Performer in writing and notify the Performer that he/she may seek independent advice in relation to the matter; further, the Agent agrees to conduct itself in respect of the transaction as if it were an arms length transaction.

### 3. Expenses

For the purposes of clause 2.k the Performer consents to the Agent deducting expenses:

- a. Incurred by the Agent in obtaining reproductions of photographs and showreels on behalf of the Performer;
- b. Incurred by the Agent with respect to a foreign currency receipt into the Agent's trust account on behalf of the Performer;
- c. Incurred by the Agent in couriering (either within Australia or overseas) any item the Performer requests the Agent to courier;
- d. Incurred by the Agent in the procurement of legal advice at the request of the Performer provided that the Performer has been made aware of the cost of that advice at the time the Performer's consent is sought, provided that the Performer may request the Agent to provide written evidence of the expense incurred. If such written evidence is not provided to the Performer within 7 days of request then the Agent will reverse the deduction made within 14 days of the Performer making the request for the written evidence.

### 4. Statement to Accompany Payment

At the time the Agent remits monies to the Performer the Agent will provide a statement setting out rates of pay, loadings, overtime, residuals, tax, Agent's Commission and all other deductions made.

### 5. Non-Exclusive Services

The Performer acknowledges that the services set out in clause 2 above are not exclusive to the Performer and that the Agent will be free to provide the same services to other Performers.

### 6. No Authority to Bind Performer

The Agent has no authority to bind and will not bind the Performer to any agreement.



## 7. Correspondence

The Agent may open all mail sent to the Performer care of the Agent unless such mail is clearly of a personal nature in which case it will not be opened and will be sent promptly to the Performer.

## 8. Superannuation

The Agent will provide the Performer's superannuation details to all persons or entities who engage the Performer. However, the Agent will not be responsible for ensuring that superannuation has been paid. The Agent advises the Performer to check that these payments have been made and, if not, advise the Agent or the Alliance.

## 9. Taxation and Legal Advice

The Performer acknowledges that the Agent does not provide taxation or legal advice. In this regard the Performer is advised to consult the Alliance or an independent specialist. In particular, if a contract is not a standard Alliance contract, or includes special conditions or clauses not part of the standard Alliance contract the Agent shall draw the Performer's attention to the variation and/or special conditions and may advise the Performer to seek further advice.

## 10. Performer's Responsibilities

To the extent of the appointment in clause 1, the Performer:

- a. Will not enter into any agreement for the same or similar representation services as provided by this agreement with any third party during the term of this agreement;
- b. Will refer all requests for the provision of the Performer's services in the Entertainment Industry to the Agent;
- c. Authorises the Agent to receive and process all monies owed to the Performer for services performed by the Performer in the Entertainment Industry;
- d. Will read contracts before signing and seek advice if he/she does not understand any provision;
- e. Will remit to the Agent the Agent's Commission from any monies sent to the Performer (or any other party) with respect to the provision of the Performer's services in the Entertainment Industry within 14 days of receipt by the Performer. In the event the Performer does not comply with this clause within 7 days of written request by the Agent, the Performer authorises the Agent to deduct such Agent's Commission from any money held by the Agent on behalf of the Performer.
- f. Will ensure that all payments to be made to the Performer under Contracts including but not limited to residuals, will be made to the agent.
- g. Will not be a part of any act or omission in respect of services including but not limited to it's writing, directing or producing services which will have the effect of excluding Agent from it's commission or limiting the Agent's entitlement to Commission hereunder or artificially reducing the fee properly payable to the Performer.
- h. Will advise the agent prior to accepting any engagement in the Entertainment Industry.

## 11. Performer Warranties

The Performer warrants that the Performer is free to enter into this Agreement and not under any legal disability whether contractual or otherwise which may impair the Performer's performance of this Agreement.

## 12. Performer's Property

The Agent will take all due care with respect to the property of the Performer (such as showreels and photographs) provided to the Agent.

However, the Agent will not be liable for any loss or damage to such property other than loss or damage occasioned by the negligence or intentional act of the Agent. The Performer is advised to retain a copy of all property the Performer provides to the Agent.

## 13. Agent's Commission

Commission will be payable by the Performer to the Agent ("Agent's Commission") with respect to the provision of the Performer's services in the Entertainment Industry from all professional contracts, engagements and transactions entered into, introduced through the Agent or under negotiation by the Agent during the term of this agreement ("Contracts") as follows:

- a. The Agent will receive the Agent's Commission of 10% of all gross monies (including repeat and residual fees) from all Contracts

except the Agent will not receive commission on:

- i. Travelling and meal allowances;
- ii. Holiday pay;
- iii. Long service leave;
- iv. Superannuation payments;
- v. Overtime or penalty payments which are paid on an irregular basis;
- vi. Award or minimum payments in respect of rehearsals

except in the case of live theatre (including live musical, live theatre and variety performances) the Agent's Commission will reduce to 5% after the first 5 weeks of performances.

- b. The obligation to pay the Agent's Commission and the Agent's obligations under clause 2(j) and (k) and clause 4 required by this agreement will survive the termination of this agreement by either party pursuant to clause 17 or by the Agent pursuant to clause 18.

For the avoidance of doubt, but subject to clause 18, the Agent's Commission shall be payable irrespective of whether a Contract has been only partly performed by the Performer at the date of termination or where the Performer has not begun to render services pursuant to a Contract. However, where a Contract includes an option for non-consecutive services beyond an initial term (for example, a television series) the Agent shall receive the Agent's Commission in respect of the Performer's services rendered pursuant to such option (or any replacement agreement in respect thereof) for a further two year period only.

## 14. Appointment of a Sub-Agent

Where the Performer and Agent agree to appoint a sub-agent with respect to the provision of the Performer's services covered by this Agreement outside Australia the Performer, the Agent and the sub-agent will enter into a separate agreement with respect to the representation of the Performer in that part of the Territory which agreement may provide, among other matters, for different rates of commission charged on different aspects of the Performer's income.

## 15. Confidentiality

The Agent acknowledges confidentiality is of the utmost importance and will use its best endeavours to keep confidential information confidential. For the purposes of this clause Confidential Information will include but not be limited to information with respect to the Performer's work or business (including terms of engagement), information with

# STANDARD ARTIST'S REPRESENTATION CONTRACT



respect to the Performer's personal life and any information a reasonable person would consider to be confidential.

The Performer acknowledges that in some circumstances the Agent will be required to disclose some personal details (such as the Performer's contact details, age and medical history) to members of the entertainment industry (such as producer and casting agents). The Performer authorises the Agent to disclose such Confidential Information only to the extent that such disclosure is necessary to secure employment for the Performer and provided that at the time of such disclosure the Agent confirms to the person or persons to whom the information is disclosed the confidential nature of the information and request that the information remain confidential.

## 16. General

This agreement will be construed in accordance with the laws of New South Wales, Australia and subject to the jurisdiction of the Courts of New South Wales, Australia.

Any failure by either party to enforce its rights pursuant to this agreement on one occasion will not operate to restrict that party enforcing those rights on a different occasion.

## 17. Termination

This agreement may be terminated by either party providing 28 days written notice to the other.

On termination of this Agreement by either party pursuant to this clause 17 or clause 18 the Agent will provide to the Performer within 28 days of the written notice above with the following:

- a. all property of the Performer held by the Agent at that time;
- b. copies of all Contracts entered by the Performer while the Performer was represented by the Agent;
- c. list of all monies outstanding to the Performer from any work entered into by the Performer during the term.

## 18. Termination for Breach

Any party ('Terminating Party') may, without prejudice to any of the Terminating Party's other rights and remedies at law or in equity or otherwise, terminate this Agreement with immediate effect by notice in writing to the other party ('Other Party'), if the Other Party breaches a material term of this Agreement and fails to rectify such breach within fourteen (14) days of receiving notice in writing from the Terminating Party requiring the Other Party to rectify such breach.

Despite clause 13(b), on termination of this Agreement by the Performer pursuant to this clause, the Performer shall only be required to pay the Agent the remuneration due under this Agreement (including Agent's Commission) up to the date of termination, (regardless of whether such remuneration arises under any Contract continuing in force after the date of termination) Agent must immediately remit all moneys received after the date of termination to the Performer.

## 19. GST

All payments made and any other consideration passing under this Agreement are exclusive of good and services tax ('GST'). Subject to the supply of a valid tax invoice, the recipient of a supply agrees to pay the supplier an amount equal to the GST payable on the value of the supply at the same time as the payment is made or the consideration is made available.

## 20. Disputes

All disputes between the parties that arise whether during or after termination of this Agreement and whether in relation to:

- (a) the interpretation of this Agreement;
- (b) any act or omission of either party; or
- (c) in relation to any matter whatsoever touching this Agreement,

and that cannot be resolved within 28 days (or such other period as agreed to in writing between the parties) after the dispute has arisen must be referred to mediation.

The mediator will be a person agreed between the parties. Failing agreement by the parties within 7 days of the dispute being required to be referred to mediation, the mediator will be a person agreed by the Association of Drama Agents ('ADA') and the Alliance. Failing agreement by ADA and the Alliance within 7 days of their being requested to select the mediator, the mediator will be a person appointed by the Australian Commercial Disputes Centre PROVIDED THAT such mediator has knowledge and experience within the Australian film and television industry.

The parties agree to share in equal proportions the costs of the mediation (including the mediator's fees) provided always that each party will be responsible for their own legal costs and expenses associated with the mediation.

DATED: .....200 .....

SIGNED for and on behalf of  
THE AGENT

In the presence of:

.....  
(witness)

SIGNED for and on behalf of  
THE PERFORMER

In the presence of:

.....  
(witness)