

**FORM 1:** This is an author-friendly literary agency agreement. Be aware, however, that many agents now charge for routine expenses such as photocopying and overnight delivery.

## **AGENCY AGREEMENT**

Dated as of \_\_\_\_\_, 19\_\_.

This Agency Agreement (“Agreement”) is entered into by and between BigTime Agency, LLC (“Agent”) and Charles Dickens (“Author”) with regard to the following Work(s):

\_\_\_\_\_

### **1. Scope of Representation.**

Author hereby appoints Agent as his exclusive literary agent in representing and negotiating the sale, lease, license or other disposition of the rights to Author’s Work or Works. As used here, Author’s “Works” shall refer to:

[specific Work or Works, e.g., “A Tale of Two Cities”]

OR

[all works of authorship which Author has created or creates during the term of this Agreement, or in which Author has any title or interest, including but not limited to books, articles, playscripts, screenplays, teleplays, treatments and outlines, and any and all rights in and to such work.]

All offers for such sale, lease, licensing or other disposition of Author’s rights shall be subject to Author’s prior, written approval. Author warrants that, during the term of this Agreement, the Author will employ no other Literary Agent to represent the Author for the Works.

### **2. Term.**

Subject to the provisions for termination as hereinafter provided herein in section 10 hereof, the initial term of this Agreement shall be for one (1) year, and for successive one (1) year periods thereafter, unless either party gives the other written notice, at least sixty (60) days prior to the end of the initial term, or any extended term, that the employment is to terminate. “Term,” as the word is used in this Agreement, refers to the full term of this Agreement as it may be extended as described here.

### **3. Commission.**

In consideration of Agent’s services hereunder, Author shall pay Agent, and authorizes

Agent to deduct and retain as a commission for services rendered the sum of 15% of gross revenue whenever received, due and payable to Author in connection with any and dispositions of rights in the Works (the "Contract" or "Contracts") resulting from efforts of Agent signed during (or within the six months following) the Term. If Agent should engage a co-agent or sub-agent to assist in the disposition of film, television, or performance rights, or for rights to be exercised outside the United States and Canada, the commission shall be 20% of gross compensation to Author, and Agent shall be responsible for paying such sub or co-agent from Agent's commission.

#### **4. Disbursements.**

Author authorizes Agent to collect and receive on Author's behalf all gross monies and other consideration due and payable to Author in connection with the Contracts. Agent shall pay over to author all such collections, less commissions and approved expenses as provided in this Agreement, within five (5) business days of the funds clearing Agent's bank account.

#### **5. Expenses.**

Subject to Author's advance approval in writing, the Author shall reimburse the Agent for unusual or extraordinary expenses incurred by the Agent.

#### **5. Communication and Statements.**

The Agent and Author shall promptly send each other copies of (a) any legal notice under any Contract (b) any important communication from any publisher under any Contract and any material correspondence. In January of each year, the Agent shall provide the Author with an annual statement showing all Author's Payments, Agent's Commissions and other itemized deductions for the previous calendar year.

#### **6. Audit.**

Author or Author's designated certified public accountant shall have the right to audit Agent's accounting records, and to make copies and extracts therefrom, with respect to expenses and disbursements incurred pursuant to carrying out the purposes of this Agreement. The Author shall pay for all costs in connection with such an examination unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author shall be found to the Author's disadvantage, in which case the cost shall be borne by the Agent. At Author's option, the records of account may be performed through examination of photocopies or facsimiles of Agent's applicable records.

#### **7. Powers.**

Agent shall not execute or sign any agreement or grant of rights with respect to the Works. Author's signature shall be required for any such agreement. Notwithstanding the above, Author hereby authorizes and instructs Agent to include a customary "agency

clause” incorporating the terms of this Agreement in any Contract(s) which Agent may negotiate, and the parties agree to execute such additional documents as may be necessary to give full force and effect to this Agreement.

## **9. Bankruptcy.**

In the event Agent enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Agent agrees to furnish, by certified mail, written notification of the bankruptcy (including the date on which the bankruptcy petition was filed, and the name and location of the court in which the petition was filed within five (5) days of the initiation of the proceedings relating to bankruptcy filing.

## **10. Termination.**

After the initial term of this Agreement, either party may terminate this Agreement at any time upon thirty (30) days prior notice. Author also may terminate this Agreement immediately in the event of the filing for bankruptcy (whether voluntary or involuntary), insolvency, liquidation, death, or disability of the Agent.

## **11. Dispute Resolution.**

In the event of any dispute under this Agreement, the parties agree that common-sense should prevail, and that if necessary an independent person or persons mutually agreed upon by both parties shall be called upon to make a decision which is binding upon both parties. If the parties cannot agree on an arbitrator within thirty days of a written arbitration request by either party, the parties may pursue remedies in law or equity in any court of competent jurisdiction.

## **12. Entire Agreement.**

Agent and Author agree that this Agreement contains the entire agreement between them. and may not be modified or amended except by a writing signed by both parties.

## **13. Notices**

All notices shall be in writing and shall be deemed to have been given when same are sent by first-class mail or delivered to the parties at the addresses set forth below, with the exception that any notice of termination must be given by certified mail, return receipt requested or other means evidencing receipt.

[Signatures]

[Addresses]