

NON-EXCLUSIVE AGENT - ARTIST AGREEMENT

THIS AGREEMENT is for the services of music and/or entertainment described below between:

[name of the Artist] (including accompanying musicians and/or entertainers as described below), whose address is *[address of the Artist]* hereinafter jointly and severally referred to as "ARTIST" and

[name of the Agent] whose address is *[address of the Agent]* hereinafter referred to as "AGENT"

Definitions:

Hirer: means the person, organisation, company, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the Artist is introduced.

The Regulations: The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Engagements: means services, appearances and endeavours of the Artist required by a Hirer on a permanent to temporary basis, whether under a contract of services or for services performed as an agency, licensee, franchise or partnership agreement; or any other engagement or series of Engagements that Agent will provide for the Artist.

Introductions: means the Hirer's interview of the Artist procured by the Agent or the passing to the Hirer by the Agent of any curriculum vitae, biography, links or any other information which identifies the Artist and which leads to an Engagement of the Artist by the Hirer.

Force Majeure: Events or circumstances outside a party's reasonable control, including but not limited to, acts of God; outbreak of hostilities, riot, civil disturbance, acts of terrorism; the act of any government or quasi-governmental authority (including the refusal or revocation of any licence, consent or permit); fire, explosion, flood, power failure, failure of telecommunication lines, failure or breakdown of plant, equipment or machinery; theft, malicious damage, strike, lockout or industrial action of any kind.

1. STATUTORY COMPLIANCE

This agreement is fully compliant with The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (The Regulations). Artist agrees that, to the extent that the terms of this agreement or any of such further terms may conflict with the requirements, which the Regulations put on Agent, the latter shall prevail.

2. TERM

The term of this agreement shall commence on the date hereof and shall last for one (1) year continuing automatically thereafter until either party serves a 30 days written notice with the intent to terminate this agreement.

3. SCOPE OF AGREEMENT

- a. Artist hereby appoints Agent to represent him/her/them in marketing his/her/their services to maximise exposure and Agent hereby accepts appointment as Artist's non-exclusive representative for Engagements.
- b. Agent is capable of marketing the services of the Artist by way of Introductions to organisations and individuals with a view to securing paid Engagements;
- c. Agent shall not enter to or sign any agreement on the Artist's behalf. Agent will negotiate and agree with Hirers the terms on which the Artist will perform any Engagement(s) and draw up the agreement between Hirers and the Artist.
- d. Agent shall act for the Artist as Agent but not as Principal and therefore Agent shall have no liability to Artist in respect to any breach or failure by Hirer to observe or perform any terms or conditions of any Engagement or agreement for the same.