

Date

Name

Address

City, State, Zip

Dear Name,

You have asked _____ Agency, ADDRESS (hereinafter referred to as “we,” “us” or “our”) to serve as your exclusive literary agent, to seek the exploitation of all rights to your next work tentatively titled *Title* throughout the world in all languages and in all media. We are pleased to accept this engagement for this work (collectively, the “Work”). This letter agreement governs our services as your literary agent.

Duration: The term as exclusive literary agent for your Work begins upon signature of this agreement and shall continue for an initial period of one year after you have presented me an acceptable, i.e., marketable proposal or manuscript, which term shall continue thereafter until terminated in writing by either party. If, however, we succeed in selling the Work during the term of this agreement, this arrangement shall remain in full force and effect for the full term of copyright of each edition or media adaptation of the Work. It is understood and agreed that if you wish to terminate this agreement after we have placed your Work (or proposal) with a publisher, or after termination a publisher to whom we have submitted your Work (or proposal) agrees to publish your Work, we will remain the agent of record for the Work and any agreements deriving therefrom for the full aforementioned term. Our right to compensation for a sale or disposition of rights, once earned, shall continue after this agreement terminates.

My Authority: You authorize us to negotiate directly for the disposition of all rights in the Work throughout the world in any and all language and in any and all media during the term of this agreement, and, if we believe it to be desirable to do so, through subsidiaries, affiliated corporations or subagents. For purpose hereof, “Rights” shall mean any and all possible rights in and to the Work, including, without limitations, the following: all publishing rights including without limitation, hardcover, trade paperback, mass market paperback, book club, audio cassette, first and second serial rights, foreign language rights and British commonwealth rights; all radio, television (including cable and pay television), motion picture, dramatic, merchandising, video disc, video cassette, commercial tie-up and subsidiary rights, all electronic display or electronic interactive and multimedia rights; and any and all other rights or means of exploitation of the Work, whether now existing or hereafter invented, which arise out of or in connection with the Work. You reserve the final approval of any agreement, such approval not to be unreasonably withheld or delayed, which shall bind you, only if you sign it or you authorize us to sign it on your behalf. After consultation with you, and if time allows, in writing, once we have received your consent, we have the authorization to sign on your behalf for all subsidiary rights licenses and otherwise act on your behalf in all matters arising out of

any agreement for your Works.

Compensation: Our compensation shall be a commission of 15% of all gross proceeds from the disposition of rights to the Work and any works derived therefrom, with the exception of that the commission for performing (film, television, and/or dramatic) and the commission for foreign rights through subagents shall be 20% of gross proceeds. It is understood when the publisher retains foreign rights; our commission shall remain at 15% of gross proceeds. Our right to a commission shall be considered earned when you have signed a publishing agreement or other agreement disposing of your rights, or when those rights are licensed on your behalf; our commission, once earned, shall not be returnable in any event. The term “gross proceeds” shall mean all monies, properties and considerations of every kind payable pursuant to all contracts and other arrangements exploiting any of the rights in the Work, including, without limitation earnings, royalties, fees and bonuses. We shall not be entitled to receive any commission with the publication, sale, license or other disposition of any materials other than the Work, or in connection with any speaking fees, grants or prizes received by you.

Reimbursements for Expenses: You agree to reimburse us for the reasonable expenses in connection with the disposition of any rights to the Work and any works derived therefrom, such as copying the manuscript, retyping of the manuscript, messengers or express delivery. All extraordinary expenses – exceeding \$100 – shall be subject to your consent.

Payments: Money due you in connection with your Work and any option works or works otherwise derived therefrom shall be paid directly to us. After we have deducted the aforementioned commission(s) and expenses, we shall pay you the balance within 10 business days of receipt.

Examination of Books: You may examine our books and records relating to your account at my office during normal business hours at your expense after reasonable notice. We will forward any statements of account provided by publishers or subagents and, upon written request once a year, we shall provide you with an accounting of all receipts and disbursements made on your behalf.

Your Warranties: You represent, warrant, and promise to us that you have the right to enter into this agreement; that you are not and will not be subject to any agreement or obligation that conflicts with it; and that you own and are free to dispose of all rights for the Work subject to this agreement. You shall notify us promptly in writing of any claim that would, if true, be a breach of this agreement. You agree to indemnify us, and hold us harmless, against any loss, damage, claim or expense (including reasonable attorney’s fees) arising out of any breach of these representations, warranties, and promises, or of this agreement.

Disagreements: We shall submit any disputes between us to mediation. If the dispute remains unresolved, we shall submit them to an arbitrator. If we cannot agree on the arbitrator, the American Arbitration Association shall appoint one. The

arbitrator may award costs of arbitration to the prevailing party. The arbitration award shall be final, and the judgment on it may be entered in a court with jurisdiction.

This is our entire agreement between us, and supersedes any previous agreements or understandings. It will bind and benefit our assignees and personal representatives, but neither of us may assign or modify it without your written consent or the written consent of an officer of my corporation, except we may assign this agreement to any subsidiary, affiliate or in connection with the transfer of all or substantially all of our assets. It shall be governed by the State of New York applicable to contracts to be performed in the City of New York.

This Agreement shall be of no force or effect unless signed by you and an officer of our corporation within 30 days of the last date written below.

If you agree with this agreement, please sign and date both copies and return one to us for my records.

We look forward to working with you.

Accepted and Agreed:

By: _____
Author

Dated: _____

Social Security No. _____

Very truly yours,
The ___Agency

By: _____
Agent's Name Date