

PUBLICITY CONTRACT

1. This Agreement shall be effective as of the date set forth herein.
2. This Agreement is entered into, guided by and governed by the laws of the State of _____. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the balance of this Agreement.
3. The parties to this Agreement shall be:
 - (a) _____ (hereinafter referred to as the "Artist") and;
 - (b) _____ (hereinafter referred to as the "Publicist").
4. The parties have discussed the matter of how long this Agreement shall be in effect. They have discussed the advantages and disadvantages of a short-term, medium-term, and/or long-term Agreement. The parties agree that duration of this Agreement shall be _____ YEARS.
5. Publicist agrees to perform on behalf of Artist the services customarily rendered on behalf of artists. Publicist agrees to perform the following services when requested to do so by the Artist:
 - (a) Advise and counsel in any matters pertaining to publicity, public relations and advertising in all fields of entertainment.
 - (b) Advise and counsel in the selection of literary, artistic and musical material as far as publicity value is concerned.
 - (c) Advise and counsel with relation to the proper format for presentation of Artist's artistic talents and in the determination of proper style, mood, setting, business and characterization in keeping with the Artist's talents as far as publicity value is concerned.
 - (d) Advise and counsel and direct in the selection of the artist's talent to assist, accompany or embellish Artist's artistic presentation as far as publicity value is concerned.
 - (e) Advise and counsel with regard to general parties in the entertainment and amusements industries as far as publicity is concerned.
 - (f) Advise and counsel the selection of publicity programs.
 - (g) Unpaid Television and Radio interviews (unless forbidden by AFTRA), newspaper and magazine interviews and pictures shall be sought.
 - (h) Mail publicity releases to the trade press, fan magazines, newspaper columnists, and radio and television interview shows, etc.
 - (i) Co-operate with public relations personnel if Artist, his employer(s) and/or his management.

6. (a) Publicist hereby informs Artist that stories and items may contain incorrect information about the Artist; such information may result from Publicist being misinformed or because the publication in which the story or item appears made an intentional error and/or omission, or for other reasons. Publicist hereby informs Artist that Artist may suffer embarrassment and annoyance because of correct and incorrect publicity. Artist declares that he understands that he may suffer mental anguish and monetary loss because of publicity. Artist hereby authorizes Publicist to release any and all information about him.

(i) Artist agrees that Publicist does not need to clear copy with the Artist.

(ii) Publicist will keep a copy of all releases and articles the Publicist can amass in a file at Publicist's office which the Artist can make use of.

(b) Artist promises to supply Publicist with many different pictures and copies of resumes at Artist's cost. Pictures shall be 8" x 10". Publicist hereby notifies Artist that Publicist will be handicapped in his work if he does not receive pictures and resumes in the quantity requested.

7. ARTIST HEREBY AUTHORIZES AND APPOINTS PUBLICIST AS HIS AGENT AND ATTORNEY-IN-FACT TO:

(a) Approve and permit all publicity, public relations, endorsements, etc.

(b) Approve and permit the use of Artist's name, photograph, likeness, voice, sound effects, caricatures, literary, artistic and musical material for the purposes of advertising and publicity and in the promotion and advertising of any and all products, services, etc.

8. Artist agrees to at all times to devote himself to his career, to do all things necessary and desirable to promote his career and earnings therefrom. Artist agrees to at all times engage proper theatrical agencies to obtain engagements and employment for him.

9. Artist and Publicist agree that Publicist is not an employment agent, theatrical agent, or licensed artist's manager or personal manager. The parties agree that Publicist is not obligated to attempt to secure employment or engagements for Artist. The parties agree that Publicist has not promised to procure employment or engagements for Artist.

10. This Agreement shall not be construed to create a partnership or joint venture between Artist and Publicist. It is an Agreement between independent contractors. Artist desires to benefit from that which the Publicist can do. Artist desires to compensate Publicist. Artist does not desire to obligate himself to pay Publicist large amounts of dollars per hour, day, week, month, year, or any other period. Artist does desire a relationship to exist between the compensation to Publicist and Artist's ability to pay. Artist understands the difficulties in finding a 100% accurate manner in measuring the value of Publicist's services. Occasionally in the business an Artist pays to a person performing the services Publicist shall perform on behalf of Artist, a percentage of the income of the Artist. Both parties understand that Artist may have the benefit of receiving work from Publicist, which will far exceed the amount of money that Publicist will receive. Both parties understand that in the event Artist's income shall be in the thousands, or tens of thousands or hundreds of thousands of dollars per month, year or other time period, Publicist's income from Artist will exceed the amount Artist would have to pay to salaried Contractors if Artist at that time would employ salaried Contractors to perform Publicist's functions.

11. The parties understand that Publicist's position is that of an independent contractor. Publicist may appoint or engage other persons, firms or corporations to perform any and all services (both routine and non-routine) that this Agreement states Publicist shall perform. Publicist's services are not exclusive - Publicist is now and shall continue to perform somewhat similar services for other artists; also Publicist is now interested in several businesses and Publicist shall continue to devote time to those businesses and to new businesses.

12. The parties understand that there may be times when Artist may be unhappy with Publicist, or Publicist may be unhappy with Artist, or both may be unhappy with each other. The parties realize that there may be times when Artist will desire that Publicist perform certain work and that Publicist will not perform the desired work or may not even commence to perform the desired work. There may be times when Publicist will desire that Artist will perform certain work which Artist believes will aid Artist's career, such as appearing at interviews, speaking engagements, photographic sessions and the like.

THEREFORE, the parties agree, that Publicist shall be required to perform and render reasonable services as and when reasonably requested by Artist. It is agreed that Publicist shall not be deemed in default hereunder unless and until Artist shall first deliver to Publicist by written notice, registered mail describing the exact nature of the service which Artist requires of Publicist and then only in the event that Publicist shall therefore fail for a period of fifteen (15) consecutive days to commence the rendition for the particular service required.

The parties agree that Artist shall not be in default hereunder unless and until Publicist has notified Artist by written, registered mail about the work that Publicist considers Artist is duty-bound to perform in accordance with the provisions of this Agreement entered into by Publicist under the authority of this Agreement.

13. (a) Publicist shall be reimbursed for expenses if, and only if, Publicist gives to Artist receipts for such expenses within two (2) weeks after incurring or paying them, whichever is later.

(b) Publicist shall not be required to travel or to meet Artist at any particular place. The parties agree that under the terms of this Agreement they may agree at a future time that Publicist may travel and that arrangements will then be made for costs and expenses of such travel. These arrangements may be to the effect that Artist will pay for any or all of Publicist's travel expenses. Unless otherwise agreed to in the future, Artist shall pay Publicist's travel expenses incurred but Publicist will have Artist grant his permission and approval of such expenses in advance of incurring them.

14. As a partial fee for Publicist's services, Artist agrees to pay Publicist, as and when received by Artist, and during the term hereof, a sum equal to _____ per (week/month) _____.

15. In the event Publicist has not received payment from Artist for services rendered hereunder for two billing periods (one month), Publicist shall have the option and right to cease and desist from working in the client's behalf and to take action against him for nonpayment.

16. This Agreement constitutes the sole and complete agreement between the Parties hereto, superseding and invalidating all previous agreements, both written and oral.

17. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the validity of the balance of this Agreement.

18. Artist and Publicist each warrant to the other that each is able to enter into and abide by the terms of this agreement, that there are no existing agreements which would interfere with the pursuit of each of the tasks each agrees to perform.

THE PARTIES HEREBY agree to and will abide by the terms of this Agreement by so setting their names below.

ARTIST

PUBLICIST

By: _____

By: _____