

TALENT MANAGEMENT AGREEMENT

Location: _____

Contract Number: _____

PARTIES TO THE AGREEMENT:

Talent Name: _____

Talent Address: _____

Talent Phone/Email: _____

Manager/Agency Name: _____

Manager/Agency Address: _____

RECITALS:

WHEREAS, Talent is a professional individual with skills and expertise in their field; and WHEREAS, Manager/Agency is in the business of representing and managing talents; and WHEREAS, the parties wish to set forth the terms and conditions under which Manager/Agency shall represent and manage Talent.

1. APPOINTMENT AND AUTHORITY

Talent hereby appoints Manager/Agency as its exclusive representative for the purpose of seeking and negotiating engagements, contracts, and employment opportunities in Talent's field of expertise within the Territory defined herein, and Manager/Agency accepts such appointment.

2. TERM

This Agreement shall commence upon full execution by both parties and shall continue for an initial period as mutually agreed upon in writing. Thereafter, it shall renew automatically for successive periods unless terminated as provided herein.

3. MANAGER/AGENCY RESPONSIBILITIES

Manager/Agency agrees to use reasonable efforts to promote Talent, negotiate contracts, and advise on career development. Manager/Agency shall act in the best interest of Talent and provide periodic reports upon request.

4. TALENT RESPONSIBILITIES

Talent agrees to cooperate fully with Manager/Agency, promptly notify Manager/Agency of any offers or engagements, and comply with all contractual obligations. Talent shall keep Manager/Agency informed of availability and any material changes affecting representation.

5. COMPENSATION

Talent agrees to pay Manager/Agency a commission calculated as a percentage of all gross compensation received by Talent from engagements secured during the Term and any extension thereof. The commission rate, payment schedule, and method shall be as agreed in writing and comply with applicable law.

6. EXPENSES

Unless otherwise agreed, Manager/Agency shall be responsible for its own expenses incurred in the performance of its duties. Talent shall reimburse Manager/Agency for pre-approved expenses incurred on Talent's behalf upon submission of proper documentation.

7. EXCLUSIVITY AND TERRITORY

Talent grants Manager/Agency exclusive rights to represent Talent for the purposes set forth in this Agreement within the geographic area agreed upon in writing (the "Territory"). Talent agrees not to engage other representatives within the Territory during the Term.

8. TERMINATION

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure within a reasonable period. Termination shall not affect Manager/Agency's right to commissions for engagements secured prior to termination.

9. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, losses, liabilities, damages, or expenses arising from their respective breaches of this Agreement or willful misconduct.

10. CONFIDENTIALITY

The parties acknowledge that during the course of this Agreement, they may receive confidential and proprietary information. Both agree to keep such information confidential and not disclose it to any third party except as required by law or with prior written consent.

11. RELATIONSHIP OF PARTIES

The relationship of Manager/Agency to Talent is that of an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, or employment relationship between the parties.

12. ASSIGNMENT

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except that Manager/Agency may assign this Agreement to a successor entity.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

16. AMENDMENTS

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

17. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or sent by electronic means with confirmation of transmission to the addresses set forth herein.

18. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

TALENT SIGNATURE

MANAGER/AGENCY SIGNATURE

Signature: _____

Signature: _____

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