

# THE SWETKY AGENCY

## LITERARY AGENCY AGREEMENT

<http://amsaw.org/swetkyagency/index.html>

Faye M. Swetky, Representative/Owner: [fayeswetky@amsaw.org](mailto:fayeswetky@amsaw.org)

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AGREEMENT (hereinafter, "Agreement"), dated INSERT, sets forth the relationship between literary agent, The Swetky Agency, INSERT, (hereinafter, "Literary Agent"), and INSERT (hereinafter, "Author").

### 1. LITERARY AGENCY REPRESENTATS AUTHOR

For the term of this agreement, Author hereby retains Literary Agent:

- (a) To represent Author for the sale of all of the following works (hereinafter, "Represented Works"), written or to be written by Author and not covered by a prior un-agented sale or prior agency agreement: (1) all book-length fiction and/or nonfiction; (2) all full-length feature screenplays and/or full-length or series-length television scripts; and (3) any other writings that Author and Literary Agent may agree upon and specifically stipulate in writing, unless the agency deems the property to be unmarketable in its presented form. Author hereby agrees to make available to Literary Agent all above mentioned works for consideration for representation.
  
- (b) To negotiate sales (hereinafter, "Represented Sales") of (1) Represented Works in the U.S., its territories, and Canada (hereinafter, "Domestic Sales"), (2) Represented Works in non-domestic markets (hereinafter, "Foreign Sales"), and (3) derivative or secondary rights in the Represented Works (such as film, TV, recording, or other dramatic media) anywhere in the world (hereinafter, "Subsidiary Sales").
  
- (c) To receive payments and royalties from all Represented Sales as long as the contracts for such sales remain in force.

Author attests that during the term of this Contract Author will employ no other literary agent to represent Author and/or Author's Represented Works, and that Literary Agent has exclusive representation rights to all appropriate works as indicated above. If some of Author's book-length and/or full-length material is to be EXCLUDED from this contract because it is covered by a prior agreement with another agency, list those titles to be excluded here:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

### 2. CONTRACTS

Literary Agent shall use best efforts to promote Author's Represented Works. No proposed Represented Sale shall be binding unless approved by Author in a signed contract (hereinafter, "Represented Contract"). Author may, in writing, authorize Literary Agent to sign contracts on his or her behalf.

### 3. AGENT'S COMMISSION

Literary Agent shall be entitled to a commission (hereinafter, "Agent's Commission") equal to fifteen (15) percent of all Domestic Sales, twenty (20) percent of all Subsidiary Sales, twenty (20) percent of all Foreign Sales, and twenty (20) percent of all Film and Television Sales.

### 4. SUBSIDIARY RIGHTS

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Subject to Author's reasonable consent, Literary Agent shall engage all subsidiary or co-agents whom Literary Agent believes best represent Author in Foreign Sales and Film and Television Sales.

### **5. EXPENSES BORNE BY LITERARY AGENT**

From Literary Agent's Commission, Literary Agent shall pay (a) all subsidiary or split commissions required by foreign or subsidiary agents, and (b) such other costs including, but not limited to, telephone calls, postage expenses, shipping costs, shipping insurance expenses, printing and photocopying costs, and any other normal costs of conducting business as a Literary Agent. Literary Agent shall not be reimbursed for such normal costs of conducting business and need not account for them to Author. Any costs above and beyond normal costs of conducting business shall be approved in writing by both Author and Literary Agent. Literary Agent shall be reimbursed by Author for any specific expenses incurred only if listed under an "Amendment to Expenses Borne by Literary Agent."

### **6. DISBURSEMENTS**

On behalf of Author, Literary Agent shall collect all payments due Author under any Represented Contract ("Author's Payments") and shall, within fifteen days of the funds clearing, disburse the amount of such Author's Payments to Author, less any Literary Agent's Commission and less any mutually approved expense charges.

### **7. STATEMENTS**

In January of each year, Literary Agent shall provide Author with an annual statement showing all Author's Payments, Agent's Commissions, and other itemized deductions for the previous calendar year, if applicable, as well as a 1099-MISC with the Royalty box checked.

### **8. NOTICES**

Literary Agent and Author shall promptly send each other copies of (a) any legal notice under any Represented Contract, (b) any important communication from any publisher under any Represented Contract, and any material correspondence.

### **9. TERM**

This contract shall remain in force for a minimum of six (6) months from the date of execution and shall be automatically renewed indefinitely following that period of time, subject to the following: this contract may be terminated voluntarily after six (6) months for any reason by either party upon thirty (30) days' prior written notice to the other, without cause, sent

(a) via certified mail, return receipt requested, to the addresses below:

If to Literary Agent, at The Swetky Agency, 2150 Balboa Way No. 29, St. George, Utah 84770

If to Author, at author's address or at such address as either party may designate in writing to the other, or

(b) via E-mail with send/receipt/reply times and dates recorded. If via E-mail, notification shall be judged complete when recipient of terminating E-mail opens and responds to E-mail, acknowledging E-mail receipt and acceptance of termination by reply. Following termination, Literary Agent shall continue to administer Represented Contracts which Literary Agent negotiated while this Contract was in force and retain Agent's Commission on those Represented Contracts. Literary Agent may make no further sales of any Represented Works.

### **10. CONTACTS**

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Mail sent to Author in care of Literary Agent may be opened by the Literary Agent and dealt with, unless it is apparently of a personal nature, in which case Literary Agent shall forward it to the Author promptly. When Author is approached directly by any party interested in Author's Represented Works, Author shall inform Literary Agent immediately and refer the party to Literary Agent.

### 11. AMENDMENT

This Agreement contains the entire agreement between the parties hereto. It supersedes any prior agreement and may be amended in writing by mutual consent.

This agreement may not be assigned by either party without the written consent of the other.

In the event that Literary Agent dies, leaves the agency business, or commits a substantial breach of this agreement, Author or his heirs and assigns may revoke all rights granted to Literary Agent hereunder.

IN WITNESS WHEREOF, the parties have executed Agreement as of the day and year below.

### THE SWETKY AGENCY

By (Signature) INSERT

Date INSERT

Printed Name: **Faye M. Swetky, Representative/Owner**

### AUTHOR

By (Signature) INSERT

Date INSERT

Printed Name: INSERT

Author's Social Security Number: INSERT

Author's Citizenship: INSERT

Author's Mailing Address if Different from Above:

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