

Talent Agreement

This **Talent Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**")
by and between the following parties:

Client

Talent

The Client and the Talent may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, the Client desires to engage the Talent to provide certain professional services;

WHEREAS, the Talent represents that they possess the qualifications, experience, and ability necessary to perform such services; and

WHEREAS, the Parties wish to establish the terms and conditions governing their professional relationship.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows.

1. Engagement

The Client engages the Talent to perform the services described in this Agreement, and the Talent accepts such engagement subject to the terms and conditions set forth herein.

2. Services

The Talent shall provide the following services:

The Talent shall perform the services professionally, diligently, and in accordance with any mutually agreed project requirements, production schedules, creative briefs, or performance expectations.

Any material change to the scope of services shall be documented in writing and approved by both Parties before implementation.

3. Term

This Agreement begins on _____ and continues until _____, unless terminated earlier in accordance with the Termination clause.

If the Parties continue working together after the expiration date without executing a new agreement, the Agreement may continue on the same terms until either Party provides written notice ending the engagement.

4. Performance Schedule

The services shall be performed according to the following schedule:

Item	Details
Performance or Project Date(s)	
Location(s)	
Rehearsals or Preparatory Activities	
Delivery Deadlines	
Working Hours	

The Talent shall make reasonable efforts to attend all required rehearsals, meetings, recordings, appearances, or other scheduled activities related to the engagement.

5. Compensation

The Client shall compensate the Talent as follows:

Description	Amount
Professional Fee	
Deposit (if applicable)	
Additional Compensation	
Payment Due Date	
Payment Method	

Unless otherwise agreed, approved expenses are separate from compensation. The Client shall pay all undisputed amounts according to the agreed payment schedule.

6. Expenses

The Client shall reimburse the Talent for reasonable pre-approved business expenses incurred while performing the services, including travel, lodging, transportation, equipment rental, or other authorized costs.

The Talent shall submit appropriate supporting documentation before reimbursement.

7. Independent Contractor Relationship

The Talent performs services as an independent contractor unless otherwise required by applicable law.

Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency relationship between the Parties.

The Talent remains responsible for any taxes, insurance, licenses, or other obligations arising from their independent business activities unless otherwise agreed in writing.

8. Standards of Performance

The Talent shall:

- Perform services using professional skill and reasonable care.
- Follow lawful instructions that are consistent with the agreed scope of work.
- Conduct themselves professionally while representing the Client.
- Comply with applicable health, safety, and venue requirements.
- Promptly notify the Client of circumstances that may affect performance.

9. Client Responsibilities

The Client shall:

- Provide the information and materials reasonably necessary for the Talent to perform the services.
- Provide timely access to venues, facilities, or production locations where applicable.
- Cooperate with the Talent throughout the engagement.
- Make payments in accordance with this Agreement.

10. Intellectual Property

Unless otherwise agreed in writing, ownership of creative works, recordings, photographs, videos, written materials, performances, designs, or other deliverables created specifically under this Agreement shall transfer to the Client upon full payment for the applicable services.

The Talent retains ownership of any pre-existing intellectual property, techniques, portfolios, trademarks, trade names, or materials developed independently before this Agreement.

The Client receives a non-exclusive license to use any pre-existing Talent materials only to the extent necessary for the intended project unless otherwise agreed.

11. Name, Image, and Likeness

The Talent grants the Client permission to use the Talent's approved name, professional biography, image, voice, and likeness solely for purposes related to the project, promotional activities, advertising, or publication associated with the services described in this Agreement.

Any use outside the agreed scope requires the Talent's prior written approval.

12. Confidentiality

Each Party shall maintain the confidentiality of all non-public business, financial, technical, creative, or personal information received during the course of this Agreement.

Confidential information shall not be disclosed to third parties except as required by law or with prior written consent.

These obligations survive the termination or expiration of this Agreement.

13. Representations and Warranties

Each Party represents that:

- It has authority to enter into this Agreement.
- Entering into this Agreement does not violate any existing contractual obligation.
- It will comply with applicable laws relating to its responsibilities under this Agreement.

The Talent further represents that the services will be performed using reasonable professional standards.

14. Compliance with Laws

Each Party shall comply with all applicable laws, regulations, permits, licensing requirements, and industry standards relevant to its responsibilities under this Agreement.

15. Insurance

If the nature of the engagement reasonably requires insurance, the Talent shall maintain any commercially appropriate insurance coverage applicable to the services being provided.

Upon reasonable request, the Talent shall provide evidence of such coverage.

16. Cancellation

If either Party needs to cancel a scheduled performance, appearance, or project activity, that Party shall provide written notice as soon as reasonably possible.

The Parties shall cooperate in good faith to minimize disruption and address any payments or obligations arising from services already performed.

17. Limitation of Liability

Neither Party shall be liable for indirect, incidental, special, consequential, or punitive damages arising from this Agreement, except where such limitation is prohibited by applicable law or results from fraud, willful misconduct, or intentional wrongdoing.

Each Party's total liability arising from this Agreement shall not exceed the total compensation payable under this Agreement, except where a greater liability cannot legally be limited.

18. Indemnification

Each Party agrees to indemnify and hold the other Party harmless from claims, losses, liabilities, damages, and reasonable costs arising directly from its own negligent acts, intentional misconduct, material breach of this Agreement, or violation of applicable law.

The indemnified Party shall promptly notify the indemnifying Party of any claim and provide reasonable cooperation in responding to the matter.

19. Force Majeure

Neither Party shall be responsible for delays or failure to perform caused by events beyond its reasonable control, including natural disasters, government actions, labor disruptions, public emergencies, severe weather, or similar unforeseen events.

The affected Party shall notify the other Party promptly and resume performance as soon as reasonably possible.

20. Termination

Either Party may terminate this Agreement by providing _____ days' written notice.

Either Party may terminate immediately if the other Party:

- Materially breaches this Agreement and fails to correct the breach within a reasonable period after receiving written notice.
- Becomes unable to perform its essential obligations.
- Engages in unlawful conduct that materially affects the purpose of this Agreement.

Upon termination:

- The Talent shall cease performing further services unless otherwise requested.
- The Client shall pay for all services properly completed before termination.
- Any provisions intended to survive termination, including Confidentiality, Intellectual
- Property, Limitation of Liability, Indemnification, and Governing Law, shall remain effective.

21. Notices

Any notice required under this Agreement shall be in writing and delivered personally, by recognized courier, certified mail, or electronic mail to the addresses designated by the Parties.

A notice becomes effective upon confirmed delivery or receipt.

22. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except where the transfer occurs as part of a merger, acquisition, or sale of substantially all business assets.

23. Entire Agreement

This Agreement constitutes the complete understanding between the Parties concerning the subject matter and supersedes all prior discussions, negotiations, and agreements relating to the engagement.

24. Amendments

No amendment or modification of this Agreement is valid unless made in writing and signed by both Parties.

25. Severability

If any provision of this Agreement is found unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

26. Waiver

A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce that provision or any other provision at a later time.

27. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to conflict of law principles.

The Parties shall first attempt to resolve any dispute through good-faith negotiation. If a resolution cannot be reached, either Party may pursue available legal remedies before a court of competent jurisdiction unless another dispute resolution process is agreed upon in writing.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

Client

Talent

Name

Name

Date

Date

Signature

Signature



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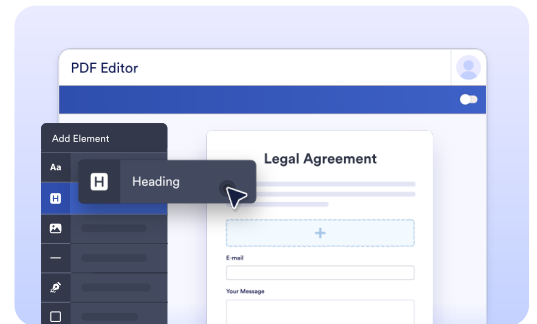
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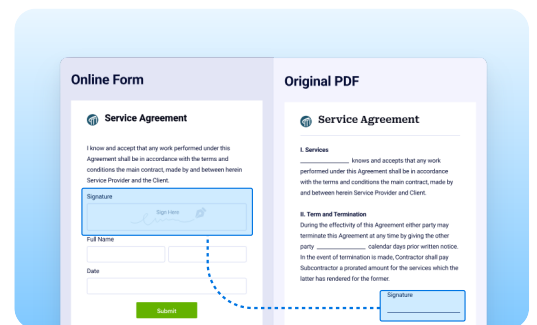
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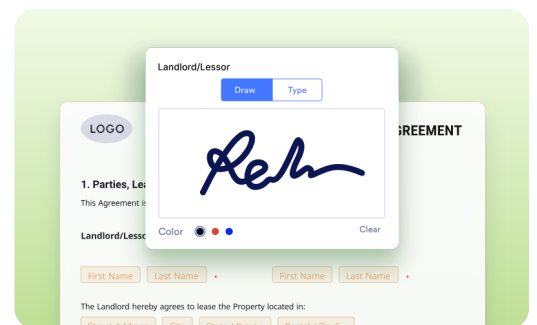
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