

Talent Representation Clause Bank

Commission. Sunset. Exclusivity. Term. Audit.
Smart clauses for reps, managers, and entertainment attorneys.
By Lex Nova Lawyer x Thoolie

What This Is

A clause library designed to help you build, revise, or redline talent representation agreements — fast. Whether you're repping actors, influencers, or music clients, these clauses can be adapted to fit both **management** and **agency** contexts.

CLAUSE CATEGORIES

Commission Clauses

Option 1: Percent of Gross (Standard Agent Language)

“Representative shall be entitled to receive ten percent (10%) of all Gross Compensation earned by Client in connection with entertainment-related services secured during the Term and throughout the Sunset Period.”

Option 2: Flat Monthly Retainer (for Consultants or Non-Agents)

“Client shall pay Representative a flat monthly retainer of \$2,500 for general consulting, strategy, and brand outreach services. This amount is not contingent upon any particular engagement or revenue.”

Option 3: Hybrid (Retainer + Commission)

“Representative shall receive a monthly fee of \$1,500 plus five percent (5%) of all Gross Compensation for engagements secured through Representative’s efforts.”

Sunset Clauses

Disclaimer: This checklist is provided for educational purposes only and does not constitute legal advice or establish an attorney–client relationship. Every production is unique, and delivery requirements can vary by distributor, territory, or platform. You should consult a qualified entertainment attorney to review your specific distribution agreements and ensure full compliance with applicable laws and contractual obligations.

Standard (1-Year Tail on Deals Negotiated During Term)

“Representative shall continue to receive Commission on any engagement entered into, renewed, or substantially negotiated during the Term, for a period of twelve (12) months following expiration or termination of this Agreement.”

Tiered Sunset (California-Style)

“Commission shall be paid as follows: 100% of standard commission during Year 1 post-termination, 50% in Year 2, and 25% in Year 3. Thereafter, no further commission shall be owed.”

Non-Recurring Deals Only

“Sunset commission shall apply solely to one-time deals or episodic payments and shall not apply to renewals or new engagements after the Term.”

⊘ Exclusivity Clauses**Full Exclusivity (All Talent Representation)**

“Client agrees that Representative shall be the exclusive representative for all entertainment-related services, including but not limited to film, television, streaming, live events, and commercial endorsements.”

Limited Exclusivity (By Medium or Geography)

“Representative’s exclusivity shall be limited to securing opportunities within the United States for scripted television and film only.”

Non-Exclusive (Advisory Role)

“Representative shall serve in a non-exclusive advisory role and may collaborate with Client’s other representatives or agents.”

Term & Termination Clauses

1-Year Auto-Renewing Term

“This Agreement shall commence on the Effective Date and continue for one (1) year, automatically renewing for successive one (1) year periods unless terminated in writing by either party with thirty (30) days’ notice.”

Fixed Term with No Renewal

“This Agreement shall remain in effect for a fixed period of twelve (12) months and shall not automatically renew.”

Termination for Cause

“Either party may terminate this Agreement immediately upon written notice if the other party breaches any material provision and fails to cure such breach within fifteen (15) days.”

Audit & Accounting Clauses

Right to Audit

“Client shall provide Representative with quarterly payment statements. Representative shall have the right, no more than once per calendar year, to audit such statements upon fifteen (15) days’ notice, at Representative’s expense.”

Payment Tracking (Useful for Influencers)

“Client shall promptly provide copies of any contracts, brand agreements, or compensation statements received, and notify Representative of all payments made related to Representative-sourced opportunities.”

Bonus Tip from Lex Nova Lawyer

Don't copy-paste blindly. Use this clause bank as a **foundation** — tailor every clause to your client’s role, market position, and existing team.

Don't Start from Scratch Every Time

Thoolie's **smart contract templates** let you save, tag, and remix your favorite clauses — whether you're negotiating for talent or drafting agency agreements.

✨ Try Thoolie's **legal template library** to build, revise, and send custom contracts with e-sign in minutes.