## Work For Fame Agreement

This **Work for Fame Agreement** (the “Agreement”) is entered into by [YOUR NAME] (the “Agency”) and [YOUR CLIENT’S NAME] (the “Client”) and is effective when both parties have signed it.

**Whereas:**

* Client wishes to engage Agency to provide certain creative services as described in the Creative Services Agreement; Agency wishes to provide those creative services; and
* In lieu of immediate financial consideration, Client wishes to refer to Agency, or cause to be referred to Agency, paying, third-party work.

**The parties agree to the following:**

1. **Referrals:** Client shall refer paying, third-party customers to the Agency (the “Referrals”). The amount invoiced from the Referrals shall meet or exceed [MINIMUM REFERRAL AMOUNT] (the “Minimum Referral Amount”) by [REFERRAL DATE] (the “Referral Date”).
   1. **No Extra Fees:** If Agency invoices Referrals for more than the Minimum Referral Amount, Agency will in no way be obligated to share any amounts above the Minimum Referral Amount. Under no circumstances will Agency be obligated to share in any fees collected from Referrals
   2. **Agency Discretion:** Agency has sole discretion as to whether or not to accept a Referral. Agency also has sole discretion to determine prices charged to Referrals for Agency’s services and for any other terms of agreement between Agency and Referrals.
   3. **Attribution:** Only those customers who are first introduced to Agency directly by Client shall be counted as Referrals. The introduction may take place through any medium, physical or electronic.
2. **Failure to Provide Referrals:**
   1. **Payment:** Client agrees to pay to Agency the difference between the Minimum Referral Amount and the amount actually invoiced by Agency from the Referrals. Additionally, Client agrees to pay an additional amount equal to ten percent of that difference; this additional amount represents interest and an Agency risk premium.
   2. **Payment Date:** Client will pay Agency all fees called for under this Agreement within seven business days of the Referral Date (the “Payment Date”).
   3. **Failure to Pay:** If Client fails to pay Agency all fees called for under this Agreement by the Payment Date, Agency will have the right to revoke any and all intellectual property licenses and/or assignments made by Agency to the Client. Agency may exercise this right at Agency’s sole discretion.
3. **Miscellaneous**
   1. **Governing Law:** This Agreement shall be interpreted according to the law of [YOUR STATE].
   2. **Jurisdiction:** Any dispute regarding this Agreement shall only be heard in a court of competent jurisdiction in [YOUR COUNTY, STATE].
   3. **Attorney’s Fees:** In any action arising from this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs in connection with such action.
   4. **Amendment:** This Agreement can only be amended by a writing signed by both parties.

The undersigned acknowledge that have the authority to enter into this Agreement and that they have read and understood this Agreement and agree to be bound by its terms.

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