

## Work For Fame Agreement

***Welcome to the annotated version of the Work for Fame Agreement! These annotations will help you to understand what the contract does and illustrate how a well-drafted contract can protect your interests and provide creative solutions to old problems.***

*The annotations are in italics and precede each important section of the agreement, explaining what those sections do. Throughout the agreement, you will see that there are spaces for variables like this [VARIABLE]. Those are things that you would fill out with your own information.*

### **Heading and Recitals**

*Headings and recitals are standard fare in most contracts. They serve to identify the agreement, the parties to the agreement and give an overview of the intent of the 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:**

#### ***Referrals***

*The Referrals section of the agreement is where everything gets set up. It obligates the client to send you referrals and defines what constitutes a referral. Generally, a referral is set up to mean any customer that comes through the client. That might be someone coming from their website or it might be someone whom they put in direct contact with you.*

*This is also where the Minimum Referral Amount gets set up. That should be a dollar amount of billings that you hope to get from referrals. It also sets a date by which those referrals are to be delivered. Obviously, this will vary depending upon the circumstances.*

*The Referrals section also makes it clear that the client doesn't have any say in what referrals the agency accepts. This prevents the client from trying to force bad clients on the agency.*

*The overall idea here is that parties should set an amount of referrals to be sent by a certain date.*

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").
  - a. **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
  - b. **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.
  - c. **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.

### ***Failure to Provide Referrals***

*This section details what happens if the referrals are not provided. The bottom line here is that if the referrals are not provided, the client has to pay the agency the difference. The client would also have to pay an additional ten percent that represents interest and a premium for allowing deferred payment.*

*If the client chooses not to pay those amounts, then the agreement attempts to revoke any licenses or intellectual property assignments that the agency may have granted. Basically, they no longer have permission to use any work created by the agency.*

## **2. Failure to Provide Referrals:**

- a. **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.
- b. **Payment Date:** Client will pay Agency all fees called for under this Agreement within seven business days of the Referral Date (the “Payment Date”).
- c. **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.

## ***Miscellaneous***

*Pretty much all contracts include a section like this, which covers a smorgasbord of legal issues. These are a bare bones set of miscellaneous clauses that attempt to give you a favorable position when it comes to dispute resolution.*

*One thing to note is the Attorney Fees section. It can provide leverage to help you collect money by creating a real risk that the client will have to pay your attorney fees if you have to hire an attorney to collect.*

## **3. Miscellaneous**

- a. **Governing Law:** This Agreement shall be interpreted according to the law of [YOUR STATE].
- b. **Jurisdiction:** Any dispute regarding this Agreement shall only be heard in a court of competent jurisdiction in [YOUR COUNTY, STATE].
- c. **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.

- d. **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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Signature

[NAME]  
[TITLE] [COMPANY]

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Signature

[NAME]  
[TITLE] [COMPANY]

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Date

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Date

### ***Concluding Thoughts***

*Will anyone actually sign this agreement? Maybe not. Maybe even “probably not”. Most people who are promising you exposure in exchange for free work don’t have any intention of ever delivering on their promise or doing anything to make it happen. An agreement like this would hold them to it. Maybe there are rare people out there would do intend to follow through and get you exposure and in that case, everybody wins.*

*I would imagine that if you sent someone this contract they would probably either laugh or become enraged or both. Then they might ask if you are serious. You could simply answer that it is best to put commitments like these in writing.*

*In the end, it’s good to know that you’re going to get screwed before you invest time and energy into doing work that won’t get you paid. An agreement like this might help you to make that determination up front.*

*Also, note that this contract does not represent a complete service agreement. If it was to be used in the real world, it would likely be used in conjunction with a comprehensive service agreement that addresses issues like approvals, delivery*

*schedules, payments, intellectual property ownership, etc. This agreement would potentially serve as an addenda to your main services agreement.*

*Finally, as I have mentioned, this agreement is provided strictly for informational purposes. If you choose to use it, you do so at your own risk. Legal counsel is an important part of any contract – including this one. Everyone's needs vary, and the laws in your state may require that parts of this agreement be changed.*

*Also, even though I am providing you with this contract, and I am a licensed California attorney, I am not your attorney (unless we have actually entered into a written agreement that makes me your attorney). I am happy to discuss additional needs with you, so feel free to email me at [jon@counselforcreators.com](mailto:jon@counselforcreators.com) with any questions or comments on this agreement.*

Thanks for downloading the Work for Fame contract. If you thought this was useful, or even amusing, I would love it if you gave me any feedback that you might have.

Visit Counsel for Creators at [www.counselforcreators.com](http://www.counselforcreators.com)