

Fab Models Modelling Agency Modelling Agreement

Between
Fab Models
having an office at
43 Hart Street, Port Macquarie NSW 2444
Web: www.fabphotos.com.au
Mobile: 0412 22 55 01
(hereinafter referred to as "AGENCY")

AND

(hereinafter referred to as "MODEL")

For and in consideration of the mutual promises herein contained, the parties hereby agree as follows.

1. For the term of this agreement, MODEL hereby appoints and engages AGENCY to act as MODEL's exclusive personal manager in the fields of modelling, advertising and entertainment (hereinafter referred to as the "FIELDS").
2. During the term hereof, AGENCY shall advise and counsel MODEL in the selection or consideration of career opportunities, photographers, advertisers, and the selection or creation of vehicles for MODEL's talents. AGENCY shall further advise and counsel the MODEL in any and all matters pertaining to publicity, public relations, advertising, talents of MODEL, and shall advise and counsel the MODEL to the FIELDS, and will advise MODEL on composites (comp cards), and the formation of portfolio.
3. MODEL agrees to seek AGENCY's counsel in regard to all matters concerning MODEL's endeavours in the FIELDS. MODEL shall advise AGENCY of all offers of employment submitted to MODEL and will refer all inquiries concerning MODEL's services to AGENCY.
4. AGENCY is hereby granted the exclusive right to use and distribute and allow or license others to make use of and distribute MODEL's name, portrait and pictures in connection with the advertising and/or publicity of the MODEL in the FIELDS and in connection with the matters covered by this agreement.
5. AGENCY may publicize that it is the exclusive personal manager for MODEL, and AGENCY may render similar services for others, and engage in other related business or ventures.
6. MODEL agrees to provide AGENCY with current photographs, comp cards, and tear sheets/advertising, written or other related material for promotional use of AGENCY and MODEL.
7. The AGENCY may advance MODEL moneys for photo shoot, comp cards and other expenses and MODEL agrees these advanced moneys will be repaid from MODEL assignment fees prior to any moneys being paid to MODEL and prior to any termination of this agreement.
8. MODEL shall pay to Agency a sum equal to ten per cent (10% hereinafter referred to as the PERCENTAGE) of all monies, fees or other contributions received by MODEL, directly or indirectly, under all contracts of employment entered into during the term specified in paragraph eleven (13) and subsequently, paragraph eleven (14), including reuse and residuals, whether originated by AGENCY or not.
9. MODEL hereby grants to AGENCY a limited Power of Attorney to collect all fees and monies earned or accruing to MODEL from all sources governed by this agreement and to remit to MODEL the net fee after deducting the aforesaid PERCENTAGE commission and any advanced as per paragraph (7). This limited Power of Attorney includes the right of the AGENCY to deposit the proceeds in a general account prior to remitting the balance to MODEL.
10. MODEL agrees to instruct clients, producers, advertising agencies and/or union office in writing on the face of all job contracts or on the release model signs at the time of production to send all fees and monies due to MODEL directly to AGENCY. This limited Power of Attorney also authorizes

Fab Models Modelling Agency Modelling Agreement

AGENCY to sign MODEL releases on behalf of MODEL, and authorize reuse and residuals, whether originated by the AGENCY or not.

11. It is understood and agreed that MODEL is in business for himself/herself and is solely responsible for payment of any and all taxes, insurance and other employment related expenses, whether income, or otherwise.
12. It is further understood and agreed that AGENCY is acting as a personal manager only, and does not operate as an employment agency.
13. The term of this agreement shall be made for a period of two years, commencing the date this agreement is signed.
14. MODEL may terminate this agreement with thirty (30) days written notice, delivered by registered mail to the address listed on the face of this document. If termination notice is received after a booking or placement has been arranged, MODEL agrees to honour that booking/placement or else reimburse AGENCY for any and all costs incurred or revenue forfeited (including such revenue which may be owing to a client due to incurred expenses as a result of MODEL's cancellation). MODEL agrees to pay any outstanding amounts owed to the AGENCY and that the 30 days notice commenced from the date these outstanding amounts are paid.
15. If this agreement is being terminated in order to sign with another agency, it is understood that it is reasonable to assume that actions taken by the AGENCY will have led to this exposure and introduction and is entitled to some compensation to be agreed prior to termination can take effect.
16. In the absence of termination notice, this agreement shall continue to be renewed from year-to-year on the anniversary date.
17. MODEL is aware that AGENCY is entitled to receive a service charge from some or all of the clients who utilize MODEL's services. MODEL and AGENCY agree that this service charge will not affect MODEL's reimbursement.
18. In acting as MODEL's personal manager, it is understood that AGENCY will use reasonable efforts to assist MODEL to obtain sub-agency placement outside the province of (state or province). In such cases it is understood that with respect to such engagements, MODEL need not compensate AGENCY as provided in Paragraph 8 hereof, although it is understood that AGENCY may be entitled to receive compensation from such other sub-agencies.
19. MODEL agrees to conduct himself/herself with propriety and dignity, and to do nothing on an engagement or otherwise that may tend to injure the reputation and goodwill of MODEL or AGENCY, nor to do any act or thing which impairs MODEL's capacity to at all times fully comply with the terms of this agreement, or which impairs MODEL's physical or mental qualities and abilities. MODEL further agrees to abide by all standard rules and policies of AGENCY with regard to behaviour on castings and engagements. Agency may, upon five (5) days notice to MODEL terminate this agreement for breach of this paragraph.
20. MODEL understands and agrees that MODEL shall not, while this agreement is in force, enter any modelling and/or acting contest or competition organized or sponsored by any company other than Agency, or sign and contest agreements unless MODEL has the written permission of Agency. MODEL further agrees that in the event any company other than Agency offers free training or free out-of-town excursions in connection with the modelling or acting business, MODEL will, before accepting any such prize, consult with, and obtain the written permission of Agency.
21. The MODEL acknowledges that the intellectual property in all photographs taken of the MODEL by the Agency are the absolute property of the Agency and that the MODEL shall do all things and sign all/any documents that may be necessary to vest such intellectual property with the Agency.
22. The MODEL indemnifies the Agency for any loss or liability whatsoever (including legal cost on an indemnity basis) arising out of, or in any way contributed to by the MODEL, or connected to the MODEL's acts.

Fab Models Modelling Agency Modelling Agreement

23. A waiver by either of the parties hereto of a breach of any of the provisions herein shall not be deemed a waiver of any subsequent breach nor a modification of such provision.
24. It is understood and agreed that MODEL's services are extraordinary and unique and there is no adequate remedy at law of a breach of this agreement by MODEL, and that in the event of such a breach or threatened breach, Agency shall be entitled to equitable relief by way of injunction or otherwise, provided however that nothing herein shall be construed as a waiver of any or all rights which Agency may have for damages in an action at law or in equity or otherwise.
25. (a) Dispute:
- If a dispute arises out of or relates to this agreement (including any dispute as to breach or termination of the agreement or as to any claim in tort, in equity or pursuant to any statute) neither party to this agreement may commence any court or arbitration proceedings relating to the dispute unless they have complied to this clause except where they seek urgent interlocutory relief.
- (b) The notice specifying the nature of the dispute:
- i. The party to this agreement claiming that a dispute has arisen under or in relation to this agreement must give written notice to the other party to this agreement specifying the nature of the dispute.
 - ii. On receipt of the notice referred to in this clause by that party, both parties must endeavour to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation, or determination or similar techniques agreed by them.
- (c) Mediation:
- If the MODEL and the Agency do not agree within seven (7) days of receipt of the notice (or such further period as agreed in writing by them) as to:
- (1) The dispute resolution technique and procedures to be adopted;
 - (2) The timetable for all steps in those procedures; and
 - (3) The selection and compensation of the independent person required for such technique,
- They must mediate the dispute in accordance with the Law Society Mediation Program conducted by the Law Society of New South Wales, or in the event that the said program does not operate at the time of any dispute, in such a manner as nominated by the President of the NSW Law Society.
- (d) Proceedings:
- i. If the mediation referred to above is not completed within four (4) weeks of reference to a mediator, either party may commence any Court or arbitration proceedings relating to the dispute as they see fit.
26. The parties acknowledge that this agreement is intended as a contract of service and to create the relationship of MODEL and Agency and not any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of a partnership.
27. This covenant sets forth the entire agreement between the parties. Should any provision(s) of this agreement be held to be void or not enforceable, such provisions shall be deemed omitted and this agreement with such provision omitted shall remain in full force and effect. No modification, alteration or amendment of any provisions contained herein shall be valid or binding unless in writing executed by both parties hereto. Both parties warrant that in entering into this agreement they have not been induced by, and are not relying on, any promises, representations or warranties not set forth in writing.

Fab Models Modelling Agency Modelling Agreement

28. MODEL warrants that no other binding agreement is in force with any other party which would super-cede this agreement.
29. This agreement shall be binding upon both parties hereto, their heirs, successors, assigns, etc.
30. The laws in force in the state of New South Wales govern this agreement.

BY SIGNING THIS AGREEMENT, BOTH PARTIES AGREE TO THE TERMS CONTAINED WITHIN THIS AGREEMENT, AND ACKNOWLEDGE UNDERSTANDING OF THE TERMS CONTAINED HEREIN

DATE:

MODEL NAME:

MODEL DOB:

MODEL: EMAIL:

MODEL PHONE:

MODEL SIGNATURE:

MODEL ADDRESS

I/We, the parents of _____, who is a minor under the age of eighteen (18) years, have read the above agreement and acknowledge that both we and our son/daughter _____, have entered into this agreement with an understanding of its terms and conditions.

PARENT/GUARDIAN NAME:

PARENT/GUARDIAN EMAIL:

PARENT/GUARDIAN PHONE:

PARENT/GUARDIAN SIGNATURE:

PARENT/GUARDIAN ADDRESS:

WITNESS NAME:

WITNESS SIGNATURE:

Fab Models Modelling Agency Modelling Agreement

Age		Birth Date	
Bust		Bra Size	
Waist		Hips	
Ethnicity		Leg length Inside	
Height		Weight	
Shoe size Child Shoe Size		Dress Size Childs Cloths Size	
Hair Colour		Hair Length	
Eyes Colour		Skin Colour Compexion	
Unique Marks	Tattoos / Birth Marks		
Body Type	Athletic Larger Medium Slim Voluptuous Pregnant		
Shoot Date		Shoot Time	
Music Preference			
Hair/Makeup:			
Preferred Work	Actor Model Presenter Extra Comedian Musician Performer Dancer Sports Star		
Signing style if applicable			
Instruments you can play			
Sport you do, have or can play			
Gym or Dance styles if applicable			
Circus acts or tricks you can perform			
Other skills or performance acts			
Languages you can speak			
Accents you can mimic			
Please write a little bit about yourself, what experience you have and why you would like to pursue this career path.			