

TALENT AGENCY AGREEMENT

ALICIA JANE CLELAND
TRADING AS CREATIVE TALENT AUSTRALIA
(Creative Talent)

(Talent)

(Talent's Parent)
OR

(Talent Legal Guardian)

DATED:

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DETAILS

PARTIES

Creative Talent	Name	ALICIA JANE CLELAND (TRADING AS CREATIVE TALENT AUSTRLIA)
	ABN	46 277 052 464
	Address	78 Boundary Road, PENNANT HILLS, NSW, 2120
	Telephone	0414 457 673
	Email	admin@creativetalentaustralia.com.au

Talent	Name	//2//
	ABN	//2a//
	Address	//2b//
	Telephone	//2e//
	Email	//2g//

Talent's Parent	Name	//2//
	ABN	//2a//
	Address	//2b//
	Telephone	//2e//
	Email	//2g//

Talent's Legal Guardian	Name	//2//
	ABN	//2a//
	Address	//2b//
	Telephone	//2e//
	Email	//2g//

DATE OF AGREEMENT

TERMS

INTRODUCTION

- A. Creative Talent provides agency booking services for models and artists.
- B. The Talent seeks to undertake work as a model and artist.
- C. The Talent wishes to avail itself of the expertise of Creative Talent in the areas referred to in Recital A and agrees to engage Creative Talent as the non-exclusive worldwide representative for the Talent.
- D. **[IF MINOR, that is <18]** The Talent's Parent / Talent's Legal Guardian has the authority and has agreed to sign and be bound by the terms of this Agreement on behalf of the Talent as the Talent is a minor.

IT IS AGREED

1. INTERPRETATION

1.1. In this Agreement, unless otherwise indicated by the context:

- (a) *Assignment* means the task, duty, job or piece of work to be performed by the Talent for the End Client;
- (b) *Business Day* means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney;
- (c) *Business Hour* means an hour in the period between 8am to 6pm on a Business Day;
- (d) *End Client* means the entity (including an individual) engaged by Creative Talent who is the end recipient of the services performed by the Talent in fulfilment the Assignment;
- (e) *Rates* means the rate paid by the End Client to Creative Talent in respect of the Assignment;
- (f) *Talent* means the Talent, or should context require and the Talent be a minor, the Talent's Legal Guardian or the Talent's Parents (as the case maybe);
- (g) *Services* mean the provision of non - exclusive agency booking services for the Talent for the Assignment in the following areas:
 - (i) television and live appearances, television shows (ongoing) or television commercials;
 - (ii) film and video appearances (including short films);
 - (iii) recordings for digital media;
 - (iv) live performances;

- (v) still photography;
- (vi) press and media,
- (vii) appearances in print;
- (viii) appearances online;
- (ix) appearances on social media;
- (x) appearances on billboards;
- (xi) appearances at bus stops and on bus sides;
- (xii) appearances as a photographic, runway, editorial, fashion, performance art or promotional model;
- (xiii) public speaking and public performances;
- (xiv) radio performances;
- (xv) appearances as a model;
- (xvi) sound recordings and voiceovers;
- (xvii) all activities related to endorsing of product or services;
- (xviii) merchandising and making commercial use of the Talent's name;
- (xix) such other activities as agreed between the parties; and
- (xx) any other work procured within the entertainment and media industries

2. **TERM**

- 2.1. The term of this Agreement will commence on the Agreement Date and concludes on that date which is 12 months after the Agreement Date (the Term) unless terminated earlier by either party by notice in writing [with 30 days notice].
- 2.2. Following the conclusion of the Term, this Agreement will continue on a month to month basis until terminated by either party by notice in writing.
- 2.3. This Agreement maybe immediately terminated by Creative Talent upon breach by the Talent of any of the provisions contained herein.

3. **ENGAGEMENT**

- 3.1. The Talent engages the Creative Talent for the Term to represent the Talent as their non exclusive agent throughout the world in respect of the Services, and the Talent agrees subject to any expense reimbursement specific to an Assignment, but otherwise at its own cost, to make themselves available to Creative Talent and the End Client to perform the Assignment.
- 3.2. The Talent irrevocably authorizes Creative Talent to:
 - (a) represent the Talent as their non exclusive agent;
 - (b) present the Talant as a candidate to End Client's to perform an Assignment;
 - (c) enter into agreements with End Clients on your behalf in respect to the performance of the Assignment;

- (d) bill, collect and receive remuneration from the End Client following your undertaking / completion of an Assignment;
- (e) forward and provide (in electronic and hard copy form) images, particulars, recordings, video, portfolios, sound recordings, and personal information including but not limited to your name, address, contact details, measurements, occupation, talents and interests, distinguishing features, particulars of previous experience, particulars of any disability (as maybe relevant for a given Assignment) and any such other personal information that you provide Creative Talent and that may be reasonably required by the End Client. You specifically acknowledge that all such information may be uploaded to third party websites for the purpose of seeking auditions, potential castings and other Assignment opportunities for the Talent.
- (f) display images, recordings, videos, portfolios, recordings and other personal information of the Talent on the Creative Talent website.

3.3. The Talent specifically acknowledges that notwithstanding this Agreement, Creative Talent makes no guarantee or warranty that any Assignments may materialize as a result of this Agreement.

4. RATES

4.1. Prior to the Talent accepting any Assignment, Creative Talent will provide the Rates to the Talent (on a strictly confidential basis) that will be applicable in respect of an Assignment. The Talent will accept or decline the Assignment within **one business day** of the Rates and Assignment details being provided.

4.2. Creative Talent charges the following fees in respect to provision of the Services:

- (a) Commission: 10% of the Rates.
- (b) Attendance Fee: 15% of the Rates.

4.3. The Attendance Fee will be charged in the event that the a representative from Creative Talent is required to attend the location of the Assignment, and for the avoidance of all doubt the Attendance Fee is in addition to the Commission.

4.4. The Attendance Fee will be charged in the event that the Talent's Parent or Talent's Legal Guardian engage Creative Talent (or a representative of Creative Talent) to supervise the Talent when on Assignment.

4.5. The Talent acknowledges that there may be Assignments which are non paying. (for example short film assignments) In the event of a non paying Assignment, Creative Talent will draw this to the attention of the Talent before the Talent accepts the Assignment.

5. PAYMENT

- 5.1. Within 7 days of Creative Talent being paid by the End Client, Creative Talent will remunerate the Talent in accordance with the agreed Rate Schedule which will be provided by the Creative Talent prior to acceptance of the Assignment
- 5.2. All payments are to be via Electronic Funds Transfer into the Talent's nominated bank account. Upon acceptance of this Agreement, the talent is to advise Creative Talent of their nominated bank account by completing Annexure A.
- 5.3. Creative Talent will have no liability for payment to the Talent until such time as they have received payment from the End Client in respect of the Assignment.

6. YOUR OBLIGATIONS

- 6.1. The Talent acknowledges that they are at least 18 years of age and have the right and ability to consent to the terms of this Agreement OR
- 6.2. The Talent is under the age of 18 years of age and the Talent's Legal Guardian or Talent's Parent acknowledge that he or she is authorised and able to sign this Agreement on behalf of the Talent.
- 6.3. The Talent must provide timely feedback to Creative Talent when Creative Talent presents opportunities for Assignments.
- 6.4. The Talent must be punctual at all times and must abide by the set times and requirements of each individual Assignment.
- 6.5. The Talent and the Talent's Legal Guardian or Tenant's Parent must keep all rates and Assignments confidential and must not without the express written permission of Creative Talent disclose any information in relation to the same.
- 6.6. All Assignments are to remain confidential between the Talent, the Talent's Legal Guardian or Tenant's Parent (as the case maybe) Creative Talent and the End Client and at no time is information about the Assignment, the End Client or the Rates to be disclosed unless Creative Talent has provided their express written permission.
- 6.7. The Talent must provide Creative Talent as much notice as possible in the case of illness, misadventure or unavailability.
- 6.8. The Talent must provide Creative Talent immediate notice of any emergency which results in the Talent not being able to complete an Assignment.
- 6.9. The Talent shall not, during the agreement and for a period of 24-months (2-years) following termination of this Agreement, either directly or indirectly, call on, solicit or take away, any of the End Client or other clients of the Creative

Talent on whom the Talent called or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, brand, corporation or organisation.

- 6.10. Save for exceptional circumstances or misadventure, the Talent must complete the Assignment within the time frames stipulated by Creative Talent and / or the End Client.
- 6.11. The Talent must not consume alcohol, drugs or any other prohibited substance during any Assignment or be under the influence of any alcohol, drugs or other prohibited substance during any Assignment.
- 6.12. The Talent must ensure their conduct is impeccable and that they have a neat and tidy appearance for all appointments.
- 6.13. The Talent must immediately sign any Talent Release Forms as may be reasonably required by the End Client.
- 6.14. The Talent must notify Creative Talent if they wish to change their personal appearance. Changes include cutting or dyeing their hair, adding tattoos and piercings that show significant contrasts to their current photographs with Creative Talent.

7. NO EMPLOYMENT RELATIONSHIP

- 7.1. Creative Talent, the Talent (and the Talent's Parent or the Tenant's Legal Guardian) acknowledge that Creative Talent is acting as an Agent of the Talent and in no other capacity.
- 7.2. Creative Talent, the Talent (and the Tenant's Parent or the Tenant's Legal Guardian) agree that notwithstanding any other provision contained in this Agreement or any other implication which may arise as a result of a course of dealing between them, the Talent is not an employee of Creative Talent.
- 7.3. The Talent will be solely responsible for the payment of all amounts due by way of salary, long service leave, sick pay, holiday pay and any other benefits to which the Talent is entitled as its employee and affect any necessary insurance pursuant to any relevant workers' compensation legislation and otherwise comply with any other legislation applicable to the Talent.
- 7.4. The Talent will make all appropriate deductions of income tax and meet all taxation liabilities, including fringe benefits tax and payroll tax which they may be liable. The Talent will make all appropriate superannuation contributions as required by law. The Talent indemnifies Creative Talent in respect of any liability Creative Talent may incur or for which it may be liable in respect of any matter whatsoever as a result of this Agreement being entered into.

8. PRIVACY COLLECTION STATEMENT

- 8.1. During the course of the engagement Creative Talent will collect, use, disclose and store your personal information and personal information will be recorded against your Talent profile. Your personal information will be disclosed to other third parties.
- 8.2. Your personal information will be used for the purposes of enabling Creative Talent to:
- (a) provide the Services to you;
 - (b) market and present you as a candidate for Assignments to End Clients;
 - (c) contacting you;
 - (d) provide information and resources to you;
 - (e) meet any website management needs (for example, by enabling you to become a member of the Creative Talent Website or any other third party Casting website); or
 - (f) to engage in direct marketing activities via email

9. INSURANCE

- 9.1. Creative Talent specifically discloses that they do not hold any insurance for any person they represent.
- 9.2. It is the sole responsibility of the Talent and / (or End Client as the case maybe) to ensure that they have adequate levels of insurance to cover all talent used at all locations, including travel to and from each location. If requested by Creative Talent, the Talent must provide Creative Talent with a certificate of currency of insurance.
- 9.3. The Talent warrants to Creative Talent that they will hold and keep in place adequate levels of insurance and the Talent, the Talent's Parent and the Talent's Legal Guardian (as the case may be) indemnifies and forever indemnifies Creative Talent on a full indemnity basis against any claim, demand, action, proceeding or other liability by the Talent arising in any manner from the Assignment.

10. INDEMNITIES

- 10.1. The Talent, the Talent's Parents and the Talent's Legal Guardian indemnifies Creative Talent, and shall keep Creative Talent indemnified against all claims, action, loss, costs (including legal costs) and all other liability whatsoever incurred or suffered by the Talent, arising from Creative Talent providing the Services to the Talent.
- 10.2. The Talent indemnifies Creative Talent against all claims, action, loss, costs (including legal costs) and all other liability whatsoever incurred or suffered by the Talent, which the Talent may sustain or incur as a result of any damage or

injury (including death) which may arise as a result of the performance of the Services and/or the Talent conducting the Assignment.

11. GST

- 11.1. Unless otherwise provided in this Agreement, any moneys payable under this Agreement have been calculated without regard to GST.
- 11.2. Any amount which is payable on account of GST as a consequence of any supply made under this Agreement is to be paid to the party making the supply at the same time as payment is made for the relevant supply.
- 11.3. The parties to this Agreement, acknowledge that as at the date of this Agreement, Creative Talent is not registered for GST.

12. GOVERNING LAW AND JURISDICTION

- 12.1. This Agreement is governed by the laws of New South Wales.
- 12.2. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

13. WHOLE AGREEMENT

In relation to the subject matter of this Agreement:

- (a) this Agreement is the whole agreement between the parties; and
- (b) this Agreement supersedes all oral and written communications by or on behalf of any of the parties.

14. NO RELIANCE ON WARRANTIES AND REPRESENTATIONS

In entering into this Agreement, each party:

- (a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any person; and
- (b) has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

This clause does not apply to warranties and representations that this Agreement expressly sets out.

15. SEVERANCE

If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

16. INDEPENDENT ADVICE

The Talent warrants that they have read and understood the terms of this Agreement and has prior to signing this Agreement, either sought or had the opportunity to seek, independent legal advice in respect to this Agreement

SIGNING PAGE

EXECUTED AS AN AGREEMENT.

SIGNED by **ALICIA CLELAND** in the presence of:

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Signature of Witness

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Signature

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Name of Witness

SIGNED by
in the presence of:

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Signature of Witness

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ANNEXURE A

BANK ACCOUNT DETAILS

Talent Name	
Banking Institution	
Account Name	
BSB	
Account Number	