

Artist, Actor/Actress, Business Talent Agency Agreement

This agreement is entered into by and between _____ Talent Agency (the "Agent") and _____ (the "Actor/Actress").

1. Actor/Actress hereby engages Agent as sole and exclusive agent for a term of _____ (__) months commencing with the date hereof (the "term").

2. Agent's duties hereunder shall be to use reasonable efforts to procure and or negotiate the engagement of Actor/Actress's services as an _____ in the entertainment, concerts, recording, stage, film, television, literary and related fields throughout the world, including but not limited to merchandising, advertising, interactive media or any other technology now in existence or hereafter utilized. Agent may advise and counsel artist in the development or advancement of artist's professional career.

3. Agent agrees to perform the services specified herein. Actor/Actress understands that Agent may render other or similar services to other persons, firms and corporations. Actor/Actress represents that he/she is free to enter into this Agreement and does not have and will not have any contract or obligation that will conflict herewith.

4. Actor/Actress agrees to pay Agent ____% per-cent of the gross compensation (shall not exceed ten per-cent of the compensation payable to Actor/Actress except for employment in concert fields, which shall not exceed twenty per cent) earned or received by Actor/Actress for, or in connection with:

(i) any contracts for, or engagements of, Actor/Actress services (collectively and individually hereinafter sometimes referred to as "employment") now in existence, except to such extent that Actor/Actress may be obligated to pay commission on such contracts to another agent, or contracts entered into or negotiated for during the term, including, but not limited to, all gross compensation therefrom, and payments thereon, that are earned or received by Actor/Actress or become due or payable to Actor/Actress after the expiration of the term, and

(ii) for, or in connection with, the negotiation or renegotiation of an original or pre- existing contract, including modifications, renewals, additions, substitutions, supplements, replacements, or extensions of or to such contracts, and as a result thereof the Actor/Actress enters into a negotiated or renegotiated contract.

Agent shall continue to perform obligations hereunder after the term with respect to all employment with respect to which Agent is entitled to commission, provided artist expressly requests Agent to do so.

"Gross compensation" includes all forms of compensation, money, things of value or other emoluments (including, but not limited to, salaries, earnings, fees, residuals, royalties, securities and shares of profits or gross receipts) received by Actor/Actress or any person, firm or corporation, partnership, joint venture or other entity now or hereafter owned or controlled by Actor/Actress (hereafter the firm) or in which Actor/Actress may have any right, title or interest, from such contracts or engagements and modifications, renewals, additions, substitutions, supplements, replacements, and extensions of or to such contracts or engagements, whether or not procured by Agent or by anyone else as well as from any form of advertising, commercial tie-ups or infomercials using Actor/Actress's name, likeness, or voice.

5. Agent's commissions under this Agreement shall be payable as and when gross compensation is received by Actor/Actress or any other person or entity on Actor/Actress's behalf. From all gross compensation subject to this Agreement which Agent receives, Agent shall have the right to deduct the amount of any and all commissions that are due and payable to Agent hereunder or under any other representation agreement between Actor/Actress and Agent. Agent will provide artist with a receipt for all fees, deposits, consideration or payment which agency receives on behalf of Actor/Actress. Such receipt will provide the date and amount of fees, deposit or payment and the purpose for which it was paid, and the signature of the person receiving the payment.

6. In the event of failure of Actor/Actress to obtain employment or a bona fide offer therefor from a responsible employer, in the fields of endeavor specified in this agreement for a period of time in excess of four consecutive months, such failure shall be deemed cause for the termination of the agreement by either party; provided, however, that the Actor/Actress shall at all times during the period of four consecutive months be ready, willing, able and available and to render the services required in connection therewith. Notices of intention of either party to terminate must be given in writing to the last known address of said party. In the event Actor/Actress accepts employment prior to any written notice of termination, said right of termination is deemed waived as to all past periods of unemployment but not as to future four consecutive months of employment.

7. If within four months after the end of the term hereof, Actor/Actress accepts any offer on terms similar or reasonably comparable to any offer made to Actor/Actress during the term hereof, from or through the same offeror or any person, firm or corporation directly or indirectly connected with such offeror, the contract resulting therefrom (oral or written) shall be subject to all of the terms hereof, including the payment provisions of Paragraph 4 and 5 above. As to the proceeds of any motion picture, film, tape, wire, transcription, recording, or other reproduction of Actor/Actress services covered by this Agreement, Agent's right to payment under Paragraph 4 and 5 shall continue so long as any of these are used, sold, leased, or otherwise disposed of, whether during or after the term hereof. Additionally if

Actor/Actress enter into any employment agreement which would have been otherwise covered by this Agreement within four months after the termination hereof, and such employment agreement was procured or substantially negotiated through the efforts or services of the Agent, such employment contract shall be deemed to have been entered into during the term hereof.

[OPTIONAL] 8. All disputes and controversies of every kind and nature whatsoever between the Agency and Actor/Actress arising out of, or in connection with, Agent's representation of Actor/Actress (the "Agency Relationship"), including but not limited to commission disputes, shall be submitted in a timely manner to final and binding arbitration before a single arbitrator regardless of whether either party has terminated or purported to terminate the Agency Relationship. Said arbitration shall be in accordance with rules of the arbitration provisions of the _____ [CHOOSE ONE: AMERICAN ARBITRATION ASSOCIATION (AAA) OR JAMS].

The Agency and Actor/Actress will attempt to mutually agree on an arbitrator within 30 days after either party first notifies the other in writing that it intends to invoke the arbitration procedures and they will utilize rules of the _____ procedures for selection of an arbitrator only if the parties fail to mutually agree. Any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH CONTROVERSY OR CLAIM.

9. This instrument, together with any forms the Agent and Actor/Actress execute, sets forth the entire agreement with respect to the fields of endeavor recited in Paragraph 2 of this Agreement. This Agreement shall inure to the benefit of and be binding upon Actor/Actress and Agent and respective heirs, distributees, executors, and administrators.

10. Should any provision of this Agreement be void or unenforceable for any reason, such provision shall be deemed omitted and this Agreement with such provision omitted shall remain in full force and effect. This Agreement does not modify any provision in any union or guild agency agreement governing services herein, provided that the agent is signatory to the union/guild and the artist is a member of such union/guild.

AGREED TO AND ACCEPTED:

Actor/Actress signature:

Print name:

Date:

Actor/Actress address:

Actor/Actress phone:

Agent signature:

Print name:

Date:

Agent address:

Agent phone: