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## **MODEL-AGENT AGREEMENT**

The following Agreement is hereby made on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ (“Model”) and Prismatic Productions (“Company”) and its representative agent, Brent Parris (“Agent”), collectively (the “Parties”).

In accord with the promises and conditions contained herein, the Parties hereby agree as follows:

1. Appointment. The Model appoints and engages the Agent to act as her agent and manager in the fields of modeling, advertising, and entertainment.

a. The Agent shall act as the Model’s agent and manager in arranging modeling jobs, performances, advertising assignments, and career opportunities for the Model.

b. The Agent may publicize that he is the manager for the Model, and the Agent may render similar services for others and/or engage in other related business or ventures.

2. Agent's Responsibilities. The Agent shall make reasonable efforts to arrange modeling performances for the Model and to promote the Model. The Agent will actively promote the Model to the best of his ability, but the Agent makes no guarantees, representations, or warranties that the Model will be hired for any modeling performances.

a. The Agent shall assist the Model with the creation of her portfolio, advise and counsel the Model in the selection or consideration of career goals, opportunities, and selection or creation of various vehicles to highlight the Model's talents. The Agent shall further advise and counsel the Model in any and all matters pertaining to publicity, public relations, and advertising.

b. The Agent is hereby granted the right to use and distribute and allow or license others to make use of and distribute the Model's name, portrait, and pictures in connection with the advertising and/or publicity of the Model and in connection with matters covered by this agreement.

3. Model's Responsibilities. The Model shall use good faith and best efforts in performing all assignments and engagements and modeling performances as arranged by the Agent. The Model shall be responsible for transportation to and from modeling appearances and has the sole discretion in accepting and rejecting all modeling opportunity offers.

a. The Model agrees to seek the Agent's counsel regarding matters concerning field-related endeavors. The Model shall advise the Agent of any offers of employment submitted to the Model and will refer all inquiries concerning the Model's services to the Agent.

b. The Model attests that no other prior agreement is in force or effect with any other party which would supersede this agreement.

4. Term. This Agreement shall begin on the effective date and shall continue for one (1) year thenceforth and will renew automatically indefinitely unless terminated as set forth herein. Either party may terminate this agreement with thirty (30) days written notice. If termination notice is received after a booking or placement has been arranged, the Model agrees to honor that booking/placement or else reimburse the Agent for any costs incurred as a result of the Model's cancellation. In the absence of a termination notice, this Agreement shall continue to remain in effect perpetually and be renewed from year-to-year on the anniversary date.

5. Compensation. The Model shall pay to the Agent ten percent (10%) of all monies received from fees, bookings, and/or other compensation paid to the Model (or paid on behalf of the Model) from any third-party for modeling or career-related services performed and/or executed by the Model during the term of this Agreement and for all modeling performances the Model engages in for one (1) year following the termination of this Agreement.

6. Payment. All payments shall be made directly to the Agent. Upon receipt of payments, the Agent shall deduct the Agent's ten percent (10%) commission and pay to the Model the remaining ninety percent (90%) share.

a. Throughout the term of this Agreement the Model is deemed to be an independent contractor and not an employee of the Agent. The Model is responsible for reporting all income and understands that taxes and social security will not be deducted from any payments due hereunder.

b. The Model is aware that the Agent is entitled to receive a service charge from some or all the clients who utilize the Model's services, and the Model and the Agent agree that this service charge will not affect the Model's reimbursement.

7. Confidentiality. During the term of this Agreement and for one (1) year following termination thereof, the Model shall not disclose any privileged or confidential information to any third party, including but not limited to, the names of other clients of the Agent or the name of other contractors or employees of the Agent, without the written consent of the Agent.

8. Reproductions. During the term of this Agreement, various reproductions of the Model will be arranged and/or created by the Agent for copy, advertising, appearances, commercials, or other promotional purposes. The Model unconditionally authorizes and releases to the Agent the ownership of and all right, title, and interest in and to, said reproductions. The Model further assigns to the Agent complete control and discretion for the sale, use, or reproduction of said reproductions, subject only to the Model's rights of compensation hereunder.

10. Ratification. This covenant sets forth the entire agreement between the Parties. All promises, undertakings, representations, agreements and understandings are merged herein, and shall only be changed by Agreement in writing signed by all Parties.

- a. No modification, alteration or amendment of any provisions contained herein shall be valid or binding unless in writing executed by all Parties hereto.
- b. All 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. The Model attests that he or she is over the age of 18 years, possesses the full legal capacity to execute this Agreement, and is not under the influence of any drugs, alcoholic beverages, or mind-altering substances at the time the Agreement is signed.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

By signing below, all Parties agree to the terms contained within this agreement and acknowledge understanding of the terms contained herein.

\_\_\_\_\_  
Model's Name

\_\_\_\_\_  
Agent's Name

\_\_\_\_\_  
Model's Signature

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date