

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before using the services of Woof Talent. By engaging with our Agency, you acknowledge that you have read, understood, and agree to the following Terms and Conditions:

Definitions:

"Agency" = Woof Talent.

"Talent" = the dog registered with Woof Talent, and its nominated owner.

"Client" = the organisation who is contracting the talent to appear in an advertisement or other, and responsible for the production being attended by the talent.

- 1. Our Services
- Woof Talent acts as an intermediary between the Client and the Talent for the purpose of sourcing, negotiating, and securing jobs for the talent.
- 2. Representation
- The Talent agrees to be exclusively represented by the Agency for the duration of the agreement.
- The Talent confirms that all information provided to Woof Talent is accurate, up-to-date, and does not infringe upon any third-party rights.
- The Talent grants Woof Talent the right to use, display, and promote the Talent's name, image, and related materials for promotional purposes, including but not limited to the Agency's website, social media channels, and marketing materials.
- The relationship between Agency and Talent is in no way an employment contract and should not be construed as an ongoing business relationship or partnership.
- 3. Booking and Fees
- The Client must contact the Agency to inquire about the availability and rates of the Talent for a specific job.
- Fees for the Talent's services shall be negotiated and agreed upon between the Agency and the Client for each job.
- The Agency is entitled to receive a commission of 15%, as agreed upon in advance, from the Talent's earnings for each job secured by the Agency.
- The Agency reserves the right to invoice the Client for the Talent's fees and any agreed-upon expenses. This must be adhered to by the Client.



- 4. Liability and Indemnification
- The Agency shall not be held liable for any direct or indirect damages, loss of profits, or consequential losses arising from the Talent's performance or engagement with the Client.
- The Talent and the Client shall compensate and hold the Agency harmless from any claims, demands, or liabilities arising out of or related to the Talent's involvement in a job.
- The Talent is responsible for all veterinary and health checks that occur in the day-to-day ownership of the dog.
- The Client is responsible for the health and wellbeing of the Talent at all times during production.
- 5. Termination
- Either party may terminate the representation agreement with written notice to the other party.
- In the event of termination, any ongoing commitments or obligations between the Talent and the Client shall be honoured.
- 6. Governing Law and Jurisdiction
- These Terms and Conditions shall be governed by and construed in accordance with the laws of NSW, Australia.
- Any dispute arising from or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of NSW, Australia.

By engaging with our Agency, you acknowledge that you have read, understood, and agreed to these Terms and Conditions. If you do not agree with any part of these terms, please refrain from using our services. These Terms and Conditions may be subject to change, and any revisions will be posted on our website. It is your responsibility to review the terms periodically for updates.

If you have any questions or concerns regarding these Terms and Conditions, please contact us at <u>contact@wooftalent.com.au</u>

Name:	Date:

Signature: _____