

MAULTSBY MODEL & TALENT AGREEMENT

THIS AGREEMENT made and entered into as of this the _____ day of _____, _____, by and between _____ (hereinafter referred to as "Talent"), and Maultsby Model & Talent (hereinafter referred to as "Agent").

In consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

FIRST: Appointment.

Talent hereby constitutes and appoints Agent the exclusive personal Agent of Talent for North Carolina and any other territories in which Maultsby Model & Talent or any of its affiliates are located, in and with respect to advising, counseling, promoting and contracting Print, Promotional, Runway, Showroom, Choreography, Film, Television, Commercial, Theatrical, Entertainment, and Industrial work. (Hereinafter, such activities are collectively referred to as the "the Talent's services".)

As and when requested by Talent during and throughout the term hereof, Agent agrees to perform for Talent one or more of the services as follows:

- (a) Advise and counsel in the selection or consideration or career opportunities, directors, casting agencies, photographers, advertisers and the selection or creation of vehicles for Talent's talents;
- (b) Advise and counsel in any and all matters pertaining to advertising including TV, commercials and film.
- (c) Advise and counsel relative to the adoption of proper format of presentation of Talent;
- (d) Advise and counsel with regard to general practices in the modeling and advertising industries;
- (e) Send invoices, statements to Talent's clients, and collect fees for Talent; and
- (f) Advise on personal appearance, composites and the formation of a portfolio, headshot and resume.

Agent accepts such appointment upon the terms and provisions hereinafter stated. It is understood and agreed that Agent is not an employment agent. Agent has not promised to procure employment for Talent, and shall not be obligated to secure or to attempt to secure the same hereunder.

It is further understood that Agent shall not supervise the professional activities of Talent, nor does it control the terms or conditions of the Talent's services. Such supervision and control is the subject of the relationship between Talent and the client who employs the Talent to render services.

The compensation or compensation rate for Talent's services shall be determined by Talent after consultation with Agent.

It is understood that since Agent is employed by Talent, Agent will not provide Talent with coverage for Worker's Compensation, State Disability or State Unemployment. It is further understood that Talent is responsible for all such coverage and that responsibility therefore has been assumed by Talent commencing as of the date Agent was first appointed as Agent of Talent. Talent hereby releases and holds harmless Agent from any and all claims and/or responsibility with respect to Workman's Compensation, State Disability or State Unemployment coverage or benefits relating to Talent.

It is further understood that Agent shall not be obligated to pay for any of Talent's own expenses, such as travel, lodgings, entertaining, wardrobe, make-up, etc. Talent agrees that Agent shall not be required to make any payments on account of the same or be responsible therefore.

SECOND: Term.

The term of this agreement shall be for one year commencing as of this date and thereafter shall be deemed to be renewed automatically unless either the Talent or the Agent sends notice of cancellation at least 30 days prior to the original term by written notice. Upon the giving of such notice, this Agreement shall automatically terminate at the end of the then current term.

Agent reserves the right to terminate this agreement should Talent display unprofessional activities and/or conduct or does not follow the requirements listed in this Contract. Talent agrees that Maultsby has the sole discretion to determine whether a particular activity or conduct was unprofessional.

THIRD: Power of Attorney.

Talent hereby authorizes and appoints Agent to be Talent's agent and attorney-in-fact to:

1. Negotiate, renegotiate, contract and execute for Talent, in the name of Talent, on behalf of Talent, any and all agreements, documents and contracts for Talent's services in the fields covered by this agreement.
2. Collect and receive sums payable to Talent; endorse Talent's name upon and deposit in Agent's account any and all checks payable to Talent and retain therefrom all sums owing to Agent.
3. Approve and permit the use of Talent's name, photograph, likeness and voice for the purpose of advertising and publicity of Talent and/or Agent.

The foregoing authority and agency granted in the power of attorney is coupled with an interest and shall be irrevocable during the term of this Agreement, and any renewal or extension hereof.

FOURTH: Agent's Fee.

The Agent is entitled to a commission in the amount of TWENTY (20%) PERCENT OF ALL PROCEEDS (10% for SAG Actors) based upon the TALENT'S GROSS EARNINGS under or by reason of every engagement of contract made or negotiated during the term of the relationship, including all use and reuse fees, modifications, additions, options, extensions, renewals, substitutions for and replacements of such engagements or contracts, whether made or received during or after the term of the contract between the Talent and the Agent. Talent acknowledges that Agent may charge CLIENT an additional commission to be paid by CLIENT.

The Agent is not precluded from receiving additional compensation from third parties (the clients) with respect to engagements or contracts covered by the Agreement.

FIFTH:

Agent will take all reasonable steps to collect amounts due to Talent from Talent's clients in accordance with the terms of signed vouchers submitted by Talent to Agent. The risk of collection in connection with such vouchers, and the legal costs incidental thereto, shall be borne entirely by Talent. If Agent, at its sole discretion, loans monies to Talent against any voucher, and Agent does not collect the full amount of any voucher, Talent will repay the amount of any loan not collected by Agent, and Agent may, at Agent's election, deduct the amount of such unpaid loan from any amounts collected by Agent on behalf of Talent at that time or thereafter. If after repayment by Talent, Agent receives payments with respect to such voucher, Agent will pay to Talent any such amount up to the amount of Talent's repayment to Agent, net of any legal fees incurred in connection with Agent's collection efforts.

SIXTH:

It is understood and agreed that the relationship between Agent and Talent is that of INDEPENDENT CONTRACTOR, and not an employment relationship. Agent's services are not exclusive to Talent and Agent may, at the Agent's discretion, perform the same or similar services for other Talent during the term of this Agreement, or any renewal or extension thereof.

SEVENTH:

All notices required under this agreement shall be sent by mail and addressed as follows:

TALENT: _____

AGENT: Patricia Strader
Maultsby Model & Talent
P.O. Box 11039
Wilmington, NC 28404
(910) 233-2855

EIGHTH:

Talent hereby warrants that Talent has the right to make and enter into this agreement, and that Talent is not now under contract to any personal manager or agent or business agent or business manager with respect to TALENT SERVICES in the ACTING or MODELING field in the territory which is the subject of this agreement.

NINTH:

Talent warrants that Talent is of legal age to enter into this agreement. In the event that Talent is underage to do so, Talent will provide Agent with a PARENTAL CONSENT AGREEMENT (Exhibit A).

TENTH:

Talent and Agent agree that they have had discussions concerning this written Agreement. They understand that all the discussions and the hopes expressed in the discussions were merely preliminary negotiations and statements and promises made are not binding. Promises, terms and conditions made by Talent to Agent or by Agent to Talent not contained in the Agreement shall be null and void. This Agreement can be amended or modified only in writing which shall be signed by Talent and Agent.

TERMS AND CONDITIONS STATED HEREIN ARE UNDERSTOOD AND AGREED UPON.

BY _____
Patricia W. Strader
Maultsby Model & Talent

Talent
SS# _____

EXHIBIT "A"

PARENTAL CONSENT AGREEMENT

MAULTSBY MODEL & TALENT
P.O. Box 11039
WILMINGTON, NC 28404

Dear Sir:

In consideration of your execution of the accompanying personal management agreement ("Agreement") for the exclusive representation of _____ ("Talent") dated _____, and to induce you to execute the same:

1. I hereby represent that I am the parent and/or guardian of Talent.
2. I have read the Agreement carefully and believe it to be fair and reasonable and to be in the best interest of Talent.
3. I consent to and join in the execution of the Agreement by Talent and to the performance by the Talent of all the terms thereof.
4. I irrevocably guarantee and become surety for the full and faithful performance of the Agreement by Talent, and I guarantee that said Agreement will not be disaffirmed by Talent. In this connection, I hereby waive notice of default and I agree to Maultsby Model & Talent harmless and to indemnify you against all loss, damage, attorney's fees and other expenses incurred by you as a result of Talent's failure to perform any and all of the obligations assumed by Talent pursuant to the Agreement or as a result of the disaffirmance of the Agreement of the Talent.

Notwithstanding anything to the contrary contained in the Agreement, the terms and conditions of the PARENTAL CONSENT AGREEMENT are deemed incorporated into said Agreement, specifically by reference thereto.

Parent(s) and/or Guardian

of

Talent's Name

Maultsby Model & Talent

I, _____, hereby authorize Patricia Strader, Maultsby Model & Talent, my Attorney in fact, with full authority to demand, collect and to receive all correspondence and payments that are issued on my behalf whether by check or cash; to endorse, deposit on my behalf in reference to all jobs (Print, Television, Film, Commercial, Promotional, Choreography, Theatre, Industrial or Video Work) and areas cover herein.

_____(SEAL)
Name

Date

STATE OF _____
_____ COUNTY

I, _____, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, _____.

(OFFICIAL SEAL) _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____.

TO ALL TALENT REPRESENTED BY MAULTSBY TALENT

The following is a list of all requirements of talent represented by Patty Strader of Maultsby Talent. Please review and if you have any questions, please contact our office. Thank you!

It is MANDATORY that all TALENT carry a pager and/or cellular phone with message center in order to be contacted immediately regarding auditions, call-backs, go-sees, filming schedules, etc. It is MANDATORY that TALENT have an answering machine or voice message center in order to leave messages, and also have an email address.

In accordance with the terms and conditions of a TALENT’S contract, you must complete paperwork with Maultsby’s address and phone number, not your personal one. When asked to complete W-2 FORMS, cards at auditions, callbacks, go-sees, etc., please fill in P.O. BOX 11039, WILMINGTON, NC 28404, (910) 233-2855. The client should never contact TALENT directly for any job assignment.

Resumes must reflect address and phone numbers of Maultsby Talent ONLY! Please leave off any personal information, as we like our books to look professional. DO NOT use black markers or labels on the resumes.

In order to be represented by Maultsby Talent in modeling, model must have composite cards and/or modeling headshots ready for submission. If composite cards are needed, Maultsby Talent will select all photographs and order cards that are most favorable. A payment of \$125.00 will be required prior to selection and ordering composite cards.

In order to be represented by Maultsby Talent for acting, actor is required to provide professional headshots with attached resumes for submission. NEW TALENT SHOULD ALSO BE ACTIVELY INVOLVED IN TRAINING, ATTENDING WORKSHOPS & SEMINARS, ETC., IN ORDER TO BE REPRESENTED AS DEVELOPING TALENT (SPEAKING & NON-SPEAKING).

Fees paid to Maultsby Talent are non-refundable.

Extra Work: 20% gross income per project or film is to be paid upon receipt to Maultsby Talent if job is procured by Maultsby Talent.

Talent Directory and Web Pages: Talent will pay a fee of \$175.00 per year to appear in Maultsby Talent Directory and Maultsby Web Pages (may include up to 3 head shots and 6 body shots on the website). Payment is due with this Contract. Renewal payment shall be due yearly, upon receipt of invoice.

New Talent **MUST** submit with this contract **ALL THREE** of the following in order to be represented by Maultsby Talent:

- (1) \$175.00 fee for Actors and Models Web Pages and placement in the Talent Directory
- (2) Original Headshot (8 x 10)
PLEASE NOTE: If you want your photo returned, include a stamped, self-addressed envelope
- (3) Notarized contract

I, the undersigned, acknowledge and agree to all requirements stated above by Maultsby Talent.

AGREED AND ACCEPTED

AGREED AND ACCEPTED

TALENT
PARENT/GUARDIAN (IF UNDER 18)

AGENCY REPRESENTATIVE

DATE _____

DATE _____

IT IS YOUR RESPONSIBILITY TO MAKE A COPY OF THIS CONTRACT FOR YOUR RECORDS BEFORE RETURNING TO MAULTSBY TALENT.

I hereby declare that I am an independent contractor and a self-employed person as defined in the Internal Revenue Service Code 1401-1403, paragraphs 6006 and 6008. As such, I am responsible for my own equipment taxes and do not hold Patricia W. Strader and/or The Talent Group, Inc. D/B/A Maulsby Model & Talent Agency, responsible for any of my taxes, past or present. Further, I must furnish Patricia W. Strader and/or The Talent Group, Inc. D/B/A Maulsby Model & Talent Agency with a written, notarized statement of any future claims of this nature.

Name of Independent Contractor

Signature of Independent Contractor

Today's Date

Signature of Witness

Federal ID# or Social Security Number of Independent Contractor: _____

Address of Independent Contractor: _____

Maultsby

PAYMENT ACCEPTANCE AUTHORIZATION

You are hereby notified that I have authorized Maultsby Talent to accept delivery of any and all checks and/or sums of money which may from time to time become payable to me from you; and I hereby authorize you to delivery all such checks and sums of money to Maultsby Talent.

I hereby agree to hold you harmless for your reliance upon this authorization.

I hereby appoint Maultsby Talent; my attorney in fact, for the aforesaid purpose of accepting delivery of any and all checks due me from any and all commercials and residuals and/or television and motion picture performances and residuals.

Cordially,

Talent's Name

Talent's Social Security Number

Talent's Signature

Talent's Parent/Guardian

MAIL CHECKS TO:

Maultsby Talent
P.O. Box 11039
Wilmington, NC 28404

IT IS YOUR RESPONSIBILITY TO MAKE A COPY OF THIS CONTRACT FOR YOUR RECORDS BEFORE RETURNING TO MAULTSBY TALENT.

**P.O. BOX 11039
WILMINGTON, NC 28404
(910) 233-2855 • FAX (910) 686-6006
EMAIL: patty@maultsbytalent.com
WEB PAGE: www.maultsbytalent.com**

PROFILE

Cell No. _____
Fax No. _____
Email _____

Legal Name _____

Professional Name _____
(Optional, only give if to be used for bookings and billings)

Social Security No. _____ Birth Date (M/D/Y) _____

Address _____

City/State/Zip _____ Phone Number () _____

Regular Occupation _____ Work Hours _____

May We Contact You At Work? YES NO If yes, number () _____ Ext. _____

In Case Of An Emergency, Notify: _____ Phone () _____

Other Contact Telephone Numbers: _____

Modeling School Name and Grad Date: _____

Are You Either a U.S. Citizen or An Alien Authorized to Work in the U.S.? YES NO Are you 18 Years or Older? YES NO

If Under 18, Name and Telephone Number of Parent(s) or Legal Guardian to Contact: _____

Do You Have: Comp Cards YES NO Portfolio YES NO Head Shots YES NO

Have you ever applied to or have you ever been booked through this agency? YES NO

If yes, please give details: _____

Are you currently associated with any other model/talent agencies? YES NO

If yes, please list agency name(s), phone number and contact person(s):

PROFILE

STATISTICS

Height _____ Inseam _____
Weight _____ Dress _____
Hair _____ Shirt _____
Eyes _____ Pant _____
Chest _____ Jacket _____
Waist _____ Shoe _____
Hip _____ Hat _____
Neck _____ Glove _____
Shoulder _____ Bra _____
Age _____ Ethnic Origin _____

FEATURES

Skin _____ Hands _____
Legs _____ Feet _____
Teeth/Smile _____ Pierced Ears _____
Contact Lens _____ Scars _____
Tattoos _____

SPECIALTIES

Print _____ Runway _____
Languages _____ Acting _____
Union (SAG/AFTRA) _____
Other _____

ATHLETIC SKILLS

Swimming _____ Body Building _____ Racquet Sports _____ Skating _____
Ballet _____ Dance _____ Other _____

MODEL / TALENT SIGNATURE _____ Date _____

PLEASE NOTE:

**IT IS YOUR RESPONSIBILITY TO MAKE A COPY
OF THIS CONTRACT FOR
YOUR RECORDS BEFORE RETURNING TO MAULTSBY TALENT.**