



16 Madison Square West 12<sup>th</sup> Floor, New York, NY 10010

Office: 646.470.0398

Katherine@mwatalent.com

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This **INDEPENDENT CONTRACTOR/FREELANCE AGENCY AGREEMENT** ("Agreement") made as of, \_\_\_\_\_, 20\_\_\_, by and between Made Worldwide Agency, Inc. a duly organized New York Corporation with its primary place of business located at 16 Madison Square 12th Floor, New York, NY 10010 ("Agent") and \_\_\_\_\_ ("Talent").

The Parties agree as follows:

**1. SCOPE OF SERVICES:**

a. **Non Exclusive "Per Client" Representation:** During the term of this Agreement, Talent engages and appoints Agent to serve as his/her non exclusive representative throughout the world for jobs contracted by Agent's clients, with respect to one or more of the following services dependent on the disciplines checked below and in and with respect to one or more of the following services dependent on the disciplines checks below (collectively "Services"):

- Print / Runway
- Motion Pictures
- Theater / Stage
- Music Interactive Media
- Recording Industry / Radio
- Television
- Advertising / Infomercials
- Personal Appearances
- Testimonials
- Brand Ambassador/ Product Specialist
- Promotional Modeling
- Web Series

and to

1. Advise and counsel Talent in the selection of career opportunities, photographers, advertisers and the selection or creation of vehicles for the Services;
2. Promote, represent and negotiate on Talent's behalf for career opportunities with third parties (clients);
3. Advise and counsel with regard to general practices for discipline(s) checked and on personal appearance, composites and the formation of portfolios;
4. Send invoices and statements to clients and collect fee for Talent.

b. **Power of Attorney:** In connection with Services, Talent authorizes and appoints Agent to be Talent's attorney-in-fact to:

1. Negotiate, renegotiate, contract and execute for, in the name of, and on behalf of the Talent's any and all agreements, release, documents and contracts for the Services in the disciplines checked above;
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 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 in any and all media; and

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4. The 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.

2. **TERM AND RENEWAL:** The term is at will and shall continue until cancelation by either party. Either party may cancel this agreement at any time.

3. **CONFIDENTIALITY:** The Parties agree that the terms of this Agreement will remain confidential and shall not be disclosed to any person or entity unless required for legal or tax purposes. The Talent will not at any time during the Term or any time thereafter, directly or indirectly, use, communicate, disclose or disseminate any Confidential Information in any manner whatsoever. "Confidential Information" means any non-public information that relates to the actual or anticipated business or research and development of the management, technical data, proprietary information, trade secrets or know-how, including, but not limited to, research or other information regarding Agent's services and markets, customer and client lists, practices or techniques of the Agent or any of its affiliates or third parties with whom it deals, and Agent's marketing, finances or other business information. Talent further understands that Confidential Information does not include any of the items which have become publicly known and made generally available through no wrongful act of Talent.

4. **NONCOMPETITION:** The Talent acknowledges and agrees that the Agent would be irreparably damaged if the Talent were to compete with the Agent during or after the term of this Agreement. Therefore, during the Term and for a period of six months after termination or expiration of the Term, Talent shall not directly or indirectly or in any other capacity compete with the Agent. For purposes of this contract, the following activities shall be considered "competing" with the Agent: (a) providing Services to a party introduced by the Agent to the Client during the Term, except in accordance with an agreement entered into during the Term which is subject to the obligations of this Agreement; and (b) acting as an agent and competing directly with the Agent with respect to the placement of Talent with the Client.

**5. TALENT'S REPRESENTATIONS, WARRANTIES, HOLD HARMLESS AND INDEMNITY:**

a. Talent represents and warrants that he/she

1. is over the age of eighteen (18) (or that his/her legal guardian has signed this Agreement);
2. has the right to make and enter into this Agreement and to grant the rights contained in this Agreement; and
3. is not a party to any agreement or contract or obligation which conflicts with the relationship hereunder in and with respect to one or more of the following services dependent on the disciplines checked above in 1.a. of this Agreement, including without limitation, any written or oral understanding or agreement with another Agent or collection service agency, other than Agent.

b. Talent agrees not to engage any other person, firm, corporation or entity to act for Talent in the capacity in which Agent has been engaged. Talent agrees to be responsible for the acts of the Talent and all work done by the Talent shall be of the highest professional standards in a timely manner and be performed to Agent's clients' reasonable satisfaction. Talent agrees to maintain her/his physical appearance as of the date of signing this Agreement, including weight, body measurements, hair style and color. If there is a change in body appearance, Agent is to be notified immediately and Talent will do his or her best to remedy the situation to be marketable as hired. In addition, Talent shall provide Agent with a comprehensive client and go-see list, upon Agent's request, to maintain current records and to best market Talent.

c. Talent agrees that nothing in this Agreement shall be construed as creating an obligation on the Agent's part to pay any of Talent's personal indebtedness, nor shall Agent be responsible for any unlawful acts committed by Talent.

d. Talent shall indemnify and hold Agent harmless from any and all claims, judgments, costs, expenses, damages and liabilities (including reasonable attorney's and accountants' fees) resulting from the breach by Talent of any of the warranties and/or representations made by Talent).

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e. Talent shall indemnify and hold Agent harmless from any and all claims, judgments, costs, expenses, damages and liabilities (including reasonable attorney's and accountants' fees) resulting from any third party act upon the Talent, and/or injury Talent may sustain while on location.

## **6. COMPENSATION:**

a. Agent shall be entitled to receive (20%) of all gross compensation (when applicable, compensation for SAG and AFTRA assignments is 10% of all gross compensation), which Talent is entitled to receive for Services or in connection with any contract for, or engagements of its Services entered into or negotiated for during the Term and all modifications, renewals, additions, substitutions, supplements, replacements, or extensions of or to such contracts or engagements, whether negotiated during or after the Term. Non-union Talent acknowledges and agrees that compensation for acting jobs shall not exceed the SAG, AFTRA, or Actor's Equity Association minimums for the particular disciplines checked above in paragraph 1.a. Gross compensation ("Compensation") means compensation from all sources including, without limitation, salaries, fees, earnings, royalties, residuals, proceeds, buyouts, bonuses, prizes or other compensation received at any time from any assignment introduced or negotiated by Agent. Talent acknowledges that the Agent may receive a service charge from some or all of the Agent's clients for whom the Talent may provide Services. Any such service charge shall not be considered a part of the Compensation.

b. Following the provision of the Services, the Talent shall submit a Services Certificate Voucher ("Voucher") executed by Talent and the party for whom such Services were performed which will serve as the invoice from Talent to Agent. The Voucher shall indicate the nature of the Services that were performed, the location, the amount of time spent performing such Services and the rate or total compensation the talent is to receive. The Voucher must be signed by the client and Talent and the Agent shall receive all Compensation on behalf of the Talent. Upon receipt of a Voucher and the Compensation the Agent shall retain the amount of any and all commissions that are due and payable to the Agent under this Agreement or under any other agreement between the Agent and the Talent and/or deduct any expenses it may have incurred on the Talent's behalf and deliver the balance to the Talent. With respect to Compensation which is paid directly to Talent, an amount equal to Agent's commission (and/or expenses incurred by the Agent on the Talent's behalf) shall be deemed to be received and held by the Talent in trust for the Agent and such amounts shall be paid to the Agent promptly upon receipt. Talent understands that Talent shall not receive compensation until Agent has received Compensation from the client.

c. Talent understands and agrees to be responsible to pay Talent's income tax on all Compensation in accordance with Federal, State, and local law. Talent promises to be liable for any self-employment tax, to be paid in accordance with all applicable laws. Since the Talent will be issued a 1099 for independent contractor work, no federal, state, local income tax, or any other payroll tax, shall be withheld or paid by Agent on behalf of Talent.

**7. COLLECTION:** Agent will take all reasonable steps to collect amounts due to Talent from clients in accordance with the terms of signed vouchers submitted by Talent to Agent. The risk of collection in connection with vouchers, and their incidental legal costs shall be borne proportionately by Talent and Agent.

**8. REIMBURSEMENT OF EXPENSES:** Agent shall not be liable to Talent for any expenses Talent pays or incurs unless otherwise agreed in writing by Agent. All agreed upon expenses shall be submitted to Agent in a detailed and itemized invoice with original receipts and appropriate documentation. If expenses are incurred on behalf of a client for travel or any work related expense that client will reimburse, all documentation is to be submitted to Agent within one week of the expense date and Agent will collect monies on Talents behalf and reimburse Talent in a reasonable time within receipt of available funds. For the avoidance of doubt, if the Agent shall incur costs or expenses on behalf of Talent, the expenses will be deducted from earnings, and for whatever reason Talent does not receive Compensation sufficient to reimburse the Agent for such costs and expenses, Talent shall nevertheless be obligated to reimburse the Agent for such costs and expenses promptly upon request of the Agent.

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**9. ASSIGNMENT:** Agent shall have the right to assign this Agreement, and to delegate any and all Agent's duties to any individual, firm or corporation, and this Agreement shall inure to the benefit of Agent's successors and assigns. This Agreement is personal to Talent, and Talent shall not assign this Agreement or any portion of it, and any such purported assignment shall be void.

**10: PHOTOS, TOOLS, MATERIALS & SUPPLIES:** Unless otherwise specified, Talent shall supply all photos, tools, material, supplies and/or equipment to accomplish the work to be performed.

**11. CITIZENSHIP/LEGAL STATUS TO WORK IN UNITED STATES:** Talent testifies and will provide legal documentation to prove legal working status before accepting any assignments through Agent. Talent will complete all legal forms necessary in accordance with New York State and Federal Law.

**12. DISPARAGING REMARKS:** Talent agrees that it shall make no disparaging, derogatory or slanderous remarks or statements with respect to the Agent, nor libel the Agent, its employees, agents, clients or any person or entity associated with the Agent.

**13. INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between the Agent and the Talent is that of independent contractors, and not an employment relationship. This Agreement shall not be construed to create a joint venture or partnership between the parties. Agent's services are not exclusive to Talent and Agent shall at all times be free to perform the same or similar services for others as well as to engage in any and all other business activities. Talent represents that he/she is in his/her own business and agrees that in no manner or way is Agent acting, or shall be deemed to act as the employer of the Talent in any respect. Without limiting the foregoing, Agent shall not provide the Talent with coverage for Worker's compensation, state disability or state unemployment. Talent agrees to purchase its own Workers' Compensation insurance policies prior to commencing work. Talent releases and holds harmless the Agent from any and all claims and/or responsibility with respect to Worker's Compensation, state disability, federal income tax, state and local income tax, social security or state unemployment coverage or benefits. If injured "on the job", the Talent shall look exclusively to the client for, or with respect to which it provides Services. It is further understood that the Agent shall not supervise the professional activities of Talent, nor does it control the terms or conditions determined by a third party (client). Talent acknowledges that as to all engagements with any client, the client controls all aspects of the compensation, including but not limited to the determination of Talent to continue to be engaged and/or employed to provide services for the client. When Agent presents client opportunities to the Talent, the hours, place, nature, duration, frequency, and all other aspects of the Talent's services will be determined and controlled by the client and the performance and employment and shall be accepted or declined by the Talent.

**14. BREACH:** In the event that either Party believed that the other materially has breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within thirty (30) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

**15. INJUNCTIVE RELIEF:** Talent acknowledges and agrees that Agent's right to represent Talent, as Talent's personal Agent, and Talent's obligation to solely and exclusively use Agent in such capacity, are unique, irreplaceable, and extraordinary rights, and that any breach or threatened breach by Talent shall be material and shall cause Agent immediate and irreparable damages which cannot be adequately compensated for by money judgment. Accordingly, Talent agrees that, in addition to all other forms or relief and all other remedies which may be available to Agent in the event of any such breach or threatened breach by Talent, Agent shall be entitled to seek and obtain injunctive relief against the Talent, and in seeking such relief, Agent shall not be obligated to secure any bond or relief.

**16. APPLICABLE LAW:** This Agreement shall be subject to the laws and exclusive jurisdiction of the State of New York, without regard to its conflicts of law principles.

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**17. DISPUTE RESOLUTION:** In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt in good faith to resolve any dispute arising out of or resolving to this Agreement promptly by negotiation. Any person may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include a statement of that party's position and a summary of arguments supporting that position. Within 30 days after delivery of the initial notice, both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In the event a dispute is not resolved with 45 days, the parties acknowledge and agree that exclusive jurisdiction/venue for resolving any disputes inclusive of any lawsuits shall be in New York County, State of New York.

**18. TERMINATION/SURVIVAL:** Agent may terminate this Agreement in its sole discretion prior to the expiration of the Term, with or without cause. Paragraphs 3, 4 and 17 survive the termination of this Agreement.

**19. NOTICES:** All written correspondence and notification shall be sent by email, fax, or by mail. Talent and Agent agree to notify each other promptly of any change in their email or mail address for the purpose of notification pursuant of this Agreement.

**20. OPPORTUNITY TO OBTAIN ADVICE TO COUNSEL:** Talent acknowledges that it has been advised of the right to seek independent counsel in connection with the negotiation and execution of this Agreement and the Talent has availed itself of such advice, or voluntarily declined to do so.

**21. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between parties and supersedes all prior agreements or understanding between Agent and the Talent. This Agreement may not be changed or modified, or any covenant or provision waived, except by an agreement in writing, signed by the party against whom enforcement of the change, modification or waiver is sought.

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**TALENT / INDEPENDENT CONTRACTOR INFORMATION:**

Name:	
Address:	
City, State, Zip:	
Home Phone No.:	
Cell Phone No.:	
Email Address:	
Date of Birth:	
Social Security No.:	
Emergency Contact Name:	

The following Parties have executed this instrument on the date first above written.

**TALENT / LEGAL GUARDIAN:**

Signed By:	
Print Name:	
Date:	

Made Worldwide Agency, Inc. d/b/a MWA, Inc.

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Signed By:	
Print Name:	
Date:	

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