

REMERCLE

Unlock your inner beauty

REMERCLE Modeling Agency Contract

Prepared for:

[Model.FirstName] [Model.LastName]

[Model.Company]

Created by:

[Sender.FirstName] [Sender.LastName]

REMERCLE

The agreement is entered into as on (Date) by and between REMERCLE, hereafter referred to as the Agency, and [Model.FirstName] [Model.LastName], hereafter referred to as the Model.

Model enters into this agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Model look to the Agency as an employer, but as an agent that procures employment (modeling jobs) for the Model.

Model shall not be entitled to any benefits provided to Agency employees, including but not limited to workers compensation, disability insurance, and vacation or sick pay.

Agency shall be responsible for providing, at no additional expense to the Model, any and all licenses and permits required to perform the services necessary for this agreement. Agency also guarantees that any and all modeling jobs procured by Agency on Model's behalf will comply with all local laws and civil codes and carry the requisite amount of on-site insurance for Model to appear at the location.

Whereas the below listed Model wishes to retain the below listed Agency as Model's promoter and representative, the below listed parties hereby agree to enter into this Modeling Agency Contract.

Agency

[Sender.FirstName] [Sender.LastName]

REMERCLE

[Sender.Phone] [Sender.Email]

Model

[Model.FirstName] [Model.LastName]

[Model.Phone] [Model.Email]

Contract Timeline

(Include contract start and end date)

Terms

Appointment

[Model.FirstName] [Model.LastName] hereby appoints REMERCLE to represent them, as Agency, in any and all forms regarding modeling, contracts, shows, and any other business matters related to their modeling career.

By allowing REMERCLE limited power of attorney, the Agency will conduct agreements on behalf of [Model.FirstName] [Model.LastName], as well as provide signatures on any contracts and agreements on behalf of the Model.

Counsel

Once this contract comes into effect, the Model may seek counsel or advice from the Agency, and/or its members, regarding all professional matters that are within the scope of this Contract.

In the case of the Model witnessing or having witnessed, or facing or having faced, any inappropriate, unethical, immoral, or illegal behavior when working with/for the Agency, including all modeling jobs and time spent at Agency's offices and among Agency's personnel, the Model has the right to report this behavior back to the Agency, go on record with Agency's legal and HR departments as applicable, and receive sound advice and guidance from Agency that will outline next steps, if required, are taken to ensure Model's career and independent contractor status remain professional and supported by the Agency.

Model also agrees that seeking the Agency's professional opinion (unlike reporting inappropriate behavior) is the Model's choice, and the Agency's opinions are given at its own discretion. Model will not hold the Agency or any of its members liable for any unfavorable outcomes, directly or indirectly, resulting from any Agency advice.

However, if the Agency advice given is illegal, unethical, or immoral or is specifically given to protect or benefit the Agency or any of its associates or partnerships against the Model, the Model may seek remedy against it, in whichever way they deem necessary.

Exclusive Rights

REMERCLE has been granted the exclusive right to use the Model's name, as well as all approved portraits and pictures in connection with the advertising and/or publicity for [Model.FirstName] [Model.LastName]. Agency may publicize that it is the exclusive personal manager for Model, as well as offer similar services to others in close regard to Model without any breach of terms or contract.

Model agrees to update all contact cards, photographs, calendars and any other promotional items on a regular basis as agreed upon between Parties.

Agency Compensation

Model agrees to pay the Agency a set percentage of 30 % of all monies, fees or types of other contributions received by Model for the duration of this Modeling Agency Contract.

REMERCLE shall collect all monies and payments for jobs conducted throughout the duration of this Agreement and will retain 30 % from said funds.

Independent Contractor Clause

Model shall, for sake of taxes, state fees, and regulations be considered an independent contractor and will be responsible for all payments of such fees made due.

Agreement Term

This Modeling Agency Contract shall commence on (Contract.Start.Date) and end on (Contract.End.Date). The Parties may, through a written extension signed by both Parties, agree to extend this Modeling Agency Contract past (Contract.End.Date) at their discretion.

Professional Conduct

The Parties will at all times conduct themselves professionally and will do nothing considered unethical or unlawful during the term of this Agreement. Furthermore, the Parties will not partake in any actions that may impair their capabilities to comply with the terms of this Agreement.

By signing this Contract, it is understood that Model, Agency, Agency employees and other Agency models all agree to abide by all rules and regulations put into place by the Agency. Agency may, upon 30 days' notice to Model, terminate this agreement for breach of this section of the Contract. Should any breach occur by Agency or any Agency affiliate, Model may terminate this Contract with no prior notice.

Confidentiality

Both Parties agree to maintain strict confidentiality, and will not disclose any sensitive information discussed within the term of the Contract, on or off the record, with any person, in a professional setting or otherwise, who does not already have access to such information.

All confidential information provided by a Party hereto shall be used by the other Party solely for the purposes of rendering services pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of such providing Party.

The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

Termination

In case either Party wishes to sever the Contract, they may do so by letting the other Party know in writing. If the Model wishes to terminate the contract, they need not provide any prior notice to the one in writing. If the Agency wishes to terminate the contract, they agree to continue services as usual for no more than thirty (30) days, within which time period the Model is expected to find another Agency for representation.

If the termination is as a result of alleged workplace harassment (on the sets of the photoshoot or otherwise), wherein the Agency hasn't taken the necessary steps to investigate and remedy the situation to the full satisfaction of the Model, then the Model, as grieving party, may immediately terminate this Contract and may seek any and all necessary and legal remedies, citing the "Professional Conduct" clause..

Governing Law

In case of any disputes, both Parties agree to settle the case outside of court amicably, with the help of a third-party agent. Failing to reach a settlement amount or agreeing to settlement conditions, both Parties may approach the court in [Sender.Country], [Sender.State], to seek legal recourse and judgment.

Severability

If any part of this Contract is held to be untrue or legally unenforceable, due to any and all reasons, the remaining terms, conditions, and clauses of the Contract will still remain legally valid and enforceable.

Workplace Relationships

Both parties agree and understand that they may not engage in any relationship that goes beyond the nature of a professional working relationship, including those viewed as romantic workplace relationships, even if the relationships are consensual, for the duration of this Contract.

Insurance and Liability

The Model agrees that the Agency will not be responsible for any injuries or harm, and will not create a health insurance policy for the Model. The Model must look after their own health and well-being.

In case any actions of the Model result in any liability or harm to the Agency or any of its partners or investors, the Model will be required to pay for it themselves. The Agency reserves the right to not pay for any harm or damages directly or indirectly caused by the Model.

Return of Property

The Model agrees to return all items that they took from the sets of fashion/ad shoots, to the original party hosting the shoot, unless the Model received the written or expressed vocal permission of the host that they, the Model, may take those items. Items such as sample products or complimentary food items are not included in this clause.

Work Responsibilities

Both Parties agree to make a reasonable effort to ensure that the contract is fruitful, so that it benefits the Model's career, and hence the Agency's commission. If the Model shows a poor work ethic or misses shoots on (Number) occasions without any prior and proper notice, the Agency reserves the right to terminate the contract without providing any prior notice. If the termination has been embarked upon for this reason, the Agency may need not represent the Model for a total of thirty (30) days as stated in the clauses under Termination or Professional Conduct.

Covenant

Both Parties agree that all terms, conditions, and clauses mentioned in this Contract will be applicable and legally enforceable once both Parties sign the contract. The Parties also agree that

no part of this Contract may be edited or modified by one Party without the express consent of the other Party, or by giving a written notice.

[Model.FirstName] [Model.LastName], as Model, also agrees that they are not being represented by any other agencies in (Location), and no other agreement will supersede the agreement the Model has with REMERCLE, as Agency.

Approval Form

BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS CONTAINED WITHIN THIS AGREEMENT, AND ACKNOWLEDGE UNDERSTANDING OF THE TERMS CONTAINED HEREIN.

REMERCLE

[Model.Company]

[Sender.FirstName] [Sender.LastName]

[Model.FirstName] [Model.LastName]