



Talent Agency Contract

1. I hereby employ you as my non-exclusive talent agency for work in the State of Utah with the exception of all work through The Church Of Jesus Christ of Latter Day Saints. All work generated through this client is exclusive to Profile Talent LLC. This contract covers all bookings and auditions within the State of Utah for a period of 1 year from date hereof I authorize you to negotiate contracts for the rendition of my professional services as an artist, or otherwise, in the fields of film features, commercials, publications, advertising, motion pictures, voice over, modeling, commercial print, industrials, radio broadcasting, television, live performances and other fields of entertainment. I understand that Profile Talent will be the Talent Agency of record on any such booking and will be paid agency commissions as per this contract appropriately. This contract will automatically renew in one year increments six times (for a total of seven years) unless either party terminates the agreement in writing by registered or certified mail.
2. I hereby agree that you may advise, counsel or direct me in the development and /or advancement of my professional career.
3. As compensation for your said services agreed to be rendered hereunder, I hereby agree to pay Profile Talent a sum equal to fifteen percent (15%) of base rates, residuals and all monies or things of value as and when received by me directly or indirectly, as compensation for my professional services rendered or agreed to be rendered during the term hereof under contracts, or any extensions, renewals, modifications, or substitutions thereof, entered into or negotiated during the term hereof. I understand that Profile Talent may negotiate a fee from the Producer that is payable to Profile Talent and is not part of the base rate. The Producers fee is a percentage over and above the actor's base rate. Agency fees are also due to Profile Talent for any Film Extra work through Utah Extras or Utah Film Extras and if I ask you to get involved to negotiate fees or contracts for a job. Agency compensation on union work (SAG/AFTRA) will be ten percent (10%) as per union contract. Talent fees typically come to the agency. However, if I receive any monies directly from a client I will immediately (within 7 working days of receiving payment) forward a check to Profile Talent 1827 Fremont Drive Salt Lake City UT 84104 to cover agency fee percentages as outlined above.

I will pay the same to you thereafter for so long a time as I receive compensation on any such contracts, extensions, options or renewals of said contracts; and for so long as you remain licensed. It is expressly understood that to be entitled to continue to receive the payment of compensation on the aforementioned contracts, after the termination of this agreement, you shall remain obligated to serve me and perform obligations with respect to said employments or to extensions or renewals of said contracts or to any employment requiring my services on which such compensation is based.

I acknowledge that the compensation payable to you hereunder is in addition to any service fee you might or shall receive from the client for whom I render services and said sum shall not reduce the commission payable to you by me hereunder.

4. Profile Talent is authorized and empowered by me to approve and permit the use of my name, photograph, likeness, voice and theatrical materials in connection with my services in the entertainment industries, productions and publications as outlined above in connection with those uses, purposes and projects which I have specifically authorized said use. I further authorize Profile Talent the right to agree to disseminate, reproduce, print and publish my name, likeness and biography in order to secure the advantages of publicity for me and to promote my artistic career. This includes, but is not limited to, portfolios, agency brochures, business cards, Internet, web page or other electronic media advertising or other agency promotional materials.



I hereby grant the Agency the unlimited right to use these images, if already printed or utilized as graphics for agency promotional materials after such time as I choose to terminate my relationship with Profile Talent.

Profile Talent may grant such rights to others, provided however, that Profile Talent shall in no event grant permission to any person to use any direct endorsement by myself of any product or service without my written consent.

Profile Talent may open all correspondence intended for me which they receive, and may answer any correspondence relating to my professional activities.

5. Profile Talent is further authorized to contract for, bill, collect and receive sums payable and derived from my services, and upon receipt of the sums, to deposit them in Profile Talents' accounts, directly, and to deduct there from all sums owing to Profile Talent pursuant to this Agreement. Profile Talent is authorized to sign photographic and other releases for me consistent with the terms and provisions of this Agreement and any specific project or booking. Profile Talent is specifically empowered, consistent with these provisions, to endorse checks in my name for the prompt deposit by Profile Talent to Profile Talents' account and payment to me pursuant to this Agreement.
6. I hereby agree that you may render your services to others during the term hereof.
7. In the event that I do not obtain a bona-fide offer of employment from a responsible employer during a period of time in excess of six (6) consecutive months, during all of which said time I shall be ready, able, willing, and available to accept employment, either party hereto shall have the right to terminate this contract by notice in writing to that effect sent to the other by registered or certified mail.
8. Controversies arising between us under the provisions of the Utah Labor Code relating to talent agencies and under the rules and regulations for the enforcement thereof shall be referred to a mutually agreed upon mediator. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit their dispute to binding arbitration under the rules of the American Arbitration Association. The Labor Commissioner or his authorized representative may attend these proceedings and will receive notice of these arbitration proceedings at least ten (10) working days in advance of said arbitration.
9. Subject to my availability, you hereby agree to use all reasonable efforts to procure employment for me in the field or fields of endeavor specified in the contract in which you represent me.
10. The parties hereto agree, and I acknowledge, that I am an independent contractor. This contract and the relationship between the parties does not constitute employment. I am responsible for all taxes owed upon my earnings and am not eligible for Unemployment from Profile Talents' account. I understand that I am not eligible or entitled to Workers Compensation from Profile Talent LLC.
11. The Parties hereby incorporate Profile Talent Agency Guidelines, including all revisions thereto, into this agreement and the same shall be deemed to be, and are, apart hereof.
12. LIMITED LIABILITY: It is further agreed that Profile Talent shall not be responsible for any damages, whether actual or potential, direct or indirect, special, consequential, or incidental, nor any loss of profits or claims which may arise in any way out of its performance or breach of this Agreement, whether related to myself or to another party in a sum in excess of the fee paid to me for the work I have performed. I further agree that Profile Talent shall not be responsible (beyond reasonable collection efforts) for payments due to me for work I have performed for third parties for which I have provided talent services.



13. INDEMNIFICATION: It is further agreed that I will hold Profile Talent harmless from and indemnify Profile Talent against any and all claims which may be brought by myself, my representatives or third parties for any loss, including business loss, personal injury, damage to property interests, non-payment, loss of pay, or delay in payment due to Profile Talents' direct/indirect client's non-payment or payment shortages. Profile Talent will use every reasonable legal means to recover all monies owed by clients or third parties.

14. This instrument constitutes the entire agreement between us and no statement, promises, or inducement made by any party hereto that is not contained herein shall be binding or valid, and this contract may not be enlarged, modified, or altered, except in writing by both the parties hereto.

Finishing notes:

Utah Extras and Utah Film Extras are not talent agencies but businesses holding a database of talent listed for paid film extra work. They provide film extra work for feature films, TV and commercials to actors regardless of the talent agent the actor is affiliated with. Utahextras.com and Utahfilmextras.com charges a onetime yearly fee (approx \$35) and does not charge any additional fees. Talent Agency fees are paid to Profile Talent upon the actor receiving payment for a job completed. Actors are paid directly from the production company and the actor is then required to pay a 15% agency fee of the total gross amount earned. Checks should be written to: Profile Talent and posted to 1827 Fremont Drive Salt Lake City UT 84104 within 7 days of the actor receiving payment.