

NATIONAL ASSOCIATION OF MODEL AGENCIES

MODEL RESPONSIBILITIES AND RIGHTS

1a. I _____ undertake to be available for modelling work (Film and Stills) and will abide by the terms agreed between Agency and Client provided the engagement is one, which is in the ordinary course of my work. I understand that _____ is my Mother Agent.

1b. From time to time I may notify the Agency of my non-availability for work, or of particular clients for whom I do not wish to work, but once an offer has been accepted in respect of my services, I shall faithfully carry out all my obligations in accordance with the contract so made.

1c. In the event of my failure to carry out a booking according to these professional standards, I agree to abide by such terms as may be re-negotiated between the Agency and the Client.

2. I acknowledge that the Client is obliged to deduct 25% PAYE from my earnings as dictated by Government, unless I have provided a letter from the Receiver of Revenue dictating otherwise. The Client will provide me with an IRP 5 at the end of the financial tax year in order for me to do a Tax Return.

3. I acknowledge, at my own expense, I must keep available and in good condition a full range of clothes, accessories, make-up, etc, in accordance with reasonable requirements of the client.

4. If, following an assignment, I am paid in cash the full amount due from the client, I acknowledge that this sum includes not only my fee but also the Agency's commission and booking fee and undertake to re-imburse the Agency accordingly.

5. I agree to provide at my own expense such materials as are deemed necessary for the provision of Agency services to the Client including but not limited to portfolios, Z-Cards and head sheets.

5b. I understand that I am responsible for the cost of the materials referred to as set out in 5a above and that, should the Agency advance money for such materials, then such monies will be debited from my account. Other expenses paid on my behalf by the Agency including but not limited to accommodation, travel expenses and cash advances will similarly be debited from my account. In the event that my earnings are insufficient to cover monies advanced to me as described above, I understand that it is my responsibility to repay to the Agency any sum that may be outstanding.

5c. Should I have incurred any debt that I am unable to pay and I leave my Agency for whatever reason or change to another Agency I acknowledge that I am still liable for any and all debt that has been incurred on my behalf and will either come to a suitable re-payment arrangement with my previous Agent or alternatively I will instruct my new Agent to pay back the amount owed off any initial jobs that I get at my new Agent.

6. I understand that on all bookings the Agency charges a booking fee of 20% to the client on all hourly, daily and usage fees, this 20% may be included in the original quote/fee from the client. This is between Agent and Client. I also understand that the Agency will deduct 20% commission from me for all jobs and that this has no bearing on the 20% booking fee paid by the Client. Both Agency fees and Model / Artist fees will be invoiced by the Agent.

7. I understand that, during the period of agreement and thereafter in perpetuity, all fees arising from contracts, including renewed and / or re-negotiated contracts, originally arranged by the Agency between the Client and myself shall continue to be receivable by the Agency who will pay my fees in accordance with the terms agreed above. The only exception to this rule would be in the event of the old Agency having closed.

8. I understand that, when received by you, my fees will be paid into my bank account or as otherwise organised by myself with you my Agent.

9. I acknowledge that, whilst potential Clients are believed to be reputable and creditworthy, the Agency does not guarantee, and is not responsible for, the payment of fees and expenses in relation to such engagements. I further expressly agree that the Agency shall not be liable to me should any engagement prove unsatisfactory in any respect.

10. I hereby authorise the Agency to sign any written documents relating to the above. I confirm that I will not sign any documents whatsoever relating to bookings without first consulting my Agent.

11. OVERTIME: - I understand that it is my responsibility to inform the Agency of any overtime I might have worked no later than 15 hours after the completion of the job.

12. CANCELLATION: - I understand that if I cancel a confirmed booking within 48 hours of the beginning of the job or less than the equal period of the job i.e. 4 day booking must be cancelled a minimum of 4 days before the commencement of the job, I will be liable for the full day's production cost including the other Models fees. Not showing up for a trip also includes liability for all flights, travel and hotel costs plus fees incurred by the Client, Photographer, Stylist and other Models. I can be sued in my Country of residence or the costs will be deducted from my Agency account. I understand that if I am late for a booking I will lose the hourly rate.

I confirm that I have read, understood, and will abide by, the above requirements.

MODELS NAME: _____

MODELS SIGNATURE: _____

NAME AND ADDRESS: _____

DATE: _____

WITNESSED BY SIGNATURE: _____

AGENCY: _____

EXTRA PARAGRAPH FOR NON-RESIDENT MODELS.

I confirm that, I am a Non-Resident, and that Clients are obliged to deduct PAYE from any invoices or transactions of work that I might undertake in South Africa. They have my full authority to deduct this tax from my earnings and pay it to the Receiver of Revenue.

IRP 5'S will be supplied to me at the end of the financial year in order for me to do a Tax Return.

SIGNED: _____ DATE _____