

MODEL MANAGEMENT AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2017

BETWEEN: MELISSA STOKES of Mini Models/ Match Models
11 Sonny Crescent Terrigal 2260

AND: (NAME) _____ of _____
_____ (ADDRESS)

AGREEMENT:

1. DEFINITIONS

1.1 In this Agreement:

“Account” means the trust account established by the Agent for receipt of client payments in her business;

“Entertainment Industry” means every branch of the entertainment industry, including modelling in all media, endorsements, film, internet, merchandising, modelling, music, radio, sponsorship, television, theatre and writing;

“Entertainment Industry Act” means the Entertainment Industry Act 2013 (NSW);

“Gross Receipts” means the total of all amounts (less only goods and services tax), in whatever form, earned by the Model in respect of the Model Activities throughout the Territory;

“Model Activities” means the activities of the Model within the Entertainment Industry;

“Overhead Expenses” means all expenses normally referred to as such in a business including support staff, rent, stationery, communication expenses (other than timed communication expenses, made specifically in respect of the Model) and other general expenses not directly expended on behalf of the Model;

“Term” means the period set out in Clause 3; and

“Territory” means the world.

2. APPOINTMENT

2.1 The Model hereby appoints the Agent as her sole and exclusive manager in the Entertainment Industry throughout the Territory, for the Term.

2.2 During the Term the Model will not engage any other manager, agent or representative to fulfil the usual functions of a manager, nor will she carry out such functions on her own behalf.

2.3 The Agent may appoint a personal manager at her sole expense to contribute to the day to day performance of the Agent’s obligations set out in this Agreement.

The Agent shall consult the Model as to the identity of such third party. If such arrangement represents co-management of the Model the provisions of Clause 6 below shall apply.

3. TERM

3.1 The Term of this Agreement will commence on the date of this Agreement and continue for one year, after which either party will be entitled to terminate this Agreement by giving 60 days notice to the other party.

4. MANAGER'S OBLIGATIONS

4.1 The Agent will have no obligation to give the Model legal, tax, investment or financial advice, however the Agent will access and arrange for the Model, at the Model's request and cost, all necessary legal, financial, superannuation, taxation and insurance advice and other professional advice and services.

4.2 This Agreement will not operate to prevent the Agent from representing other models, nor will it imply any obligation on the Agent to render her services exclusively to the Model.

4.3 If the Agent becomes aware of a potential conflict of interest between the Agent and the Model she will promptly and fully disclose such conflict to the Model, with a view to resolving it in good faith.

5. MODEL'S OBLIGATIONS

5.1 All enquiries regarding the Model's Activities during the Term will be referred to the Agent, and the Model will not negotiate or enter into any agreement regarding the Model's Activities without first consulting the Agent.

5.2 The Model will make herself available at all times to undertake the Model's Activities and will observe and perform all the terms of any agreements entered into relating to the Model's Activities.

6. CO-MANAGEMENT

6.1 The Agent may appoint a co-manager for a territory outside Australia.

6.2 The identity and terms of engagement of any co-manager will be agreed between the Agent and the Model before any such agreement is concluded.

7. MANAGER'S AUTHORITY

7.1 The Model authorises the Agent during the Term and throughout the Territory to:

- (a) direct all clients and agencies and any other party from which the Model earns income from the Model's Activities, to forward payments directly to the Agent;
- (b) approve and permit the use of the Model's name, photographs, likenesses and biographies in respect of the Model's Activities; and

- (c) in consultation with the Model, negotiate any personal appearance and personal services agreements, or any other agreements relating to the intellectual property of the Model; and

8. MANAGEMENT COMMISSION

- 8.1** In consideration of the services provided by the Agent under this Agreement the Model will pay to the Agent a commission of 20% of Gross Receipts received during the Term. This commission will apply in relation to all of the Model's Activities prior to and during the Term, including pursuant to all agreements and undertakings in existence at the date of this Agreement.

9. MANAGEMENT EXPENSES

- 9.1** The Model will be responsible for all expenses incurred by the Model or by the Agent on the Model's behalf which are not Overhead Expenses.

10. ACCOUNTING

- 10.1** The Agent will establish and maintain the Account. The Agent will deposit (or cause to be deposited) all Gross Receipts into the Account.

- 10.3** The Agent will be entitled to pay from the Account:

- (a) her commission, after presentation of her invoice to the Model;

- 10.4** Any amounts due to the Model will be paid to the Model within 14 days of receipt by the Agent.

11. WARRANTY AND INDEMNITY

- 11.1** The Model warrants in favour of the Agent that the Model has full power and authority to enter into this Agreement and has granted no rights inconsistent with this Agreement.

- 11.2** The Model hereby indemnifies the Agent against all claims, losses, liabilities, damages and costs (including legal costs) arising a result of breach by the Model of this Agreement.

12. ENTERTAINMENT INDUSTRY ACT

- 12.1** The parties acknowledge that they have certain rights and responsibilities under the Entertainment Industry Act, as set out in the Information for Performers fact sheet attached to this Agreement, and agree as follows:

- (a) the Agent is providing career management services and is entitled to charge fees in excess of the fee caps provided under the Entertainment Industry Act for performer representatives; and
- (b) the Model is entitled to a three day cooling-off period in which the Model can terminate this Agreement for any reason.

13. TERMINATION

13.1 Either party may terminate the Term of this Agreement by giving written notice to the other, if that other party:

- (a) breaches any term of this Agreement and, having been given 30 days notice to rectify the breach, fails to do so; or
- (b) enters into liquidation, is declared insolvent in any legal proceedings or is declared bankrupt.

13.2 If the Term of this Agreement is terminated pursuant to this clause, the parties will promptly account to each other in good faith for amounts owed to each other at that time.

14. GST

14.1 All amounts payable under this Agreement are exclusive of goods and services tax which shall be paid in addition to any amount specified as payable on receipt of a valid tax invoice requesting such payment.

15. GENERAL

16.1 This Agreement constitutes the entire agreement between the parties relating to the matters set out in this Agreement and cannot be altered except in writing signed by both parties.

15.2 Both parties acknowledge that the terms of this Agreement are confidential and will not be disclosed to any person other than the parties' professional advisers.

15.3 The parties enter this Agreement as independent contractors and not as employer and employee, principal and agent, partners or joint venturers, or in any other capacity.

15.4 The Agent may assign this Agreement to a company of which she is a shareholder.

15.5 This Agreement will be governed by and construed in accordance with the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.


EXECUTED as an agreement on the date first appearing.

SIGNED by
MELISSA STOKES
in the presence of:

)
)
)



Signature



Witness

SIGNED by _____)
[Model Name] _____
in the presence of: _____

Signature

Witness

CONSENT FOR MINOR

I am the [parent/guardian] of _____, who is a minor at the date of this Agreement, have read and understood the terms of this Agreement and have been present while [he/she] has received independent legal advice in relation to the terms of this Agreement. **[I confirm that the Agent has provided me with a copy of the Office of the Children’s Guardian Information for Parents Fact Sheet as attached to this Agreement.]** I declare that I understand the nature of this Agreement, consider the terms of this Agreement to be fair and reasonable and that this Agreement is for [his/her] benefit; and, I consent to [him/her] entering this Agreement.

SIGNED by _____ OF _____
[NAME PARENT/GUARDIAN]

Signature

in the presence of: _____

Witness



On 1 March 2014, new entertainment industry laws came into operation in NSW. This fact sheet has been designed to assist performers in understanding their rights and the obligations of their representatives under the Entertainment Industry Act 2013.

Your representative is obliged to give you this fact sheet at the commencement of your agreement. If you entered into an entertainment industry contract prior to 1 March 2014, you should have received this information sheet within 30 days of the commencement of the new Act.

What is the role of a performer representative?

The role of a performer representative includes providing one or more of the following services:

- seeking or finding work opportunities for you
- negotiating terms and conditions of an agreement for a performance
- finalising arrangements relating to payments due to you
- negotiating arrangements relating to your attendance at a performance
- administering the agreement between you and an entertainment industry hirer, and
- making arrangements for publicity attendances and related publicity responsibilities

The above services are provided under an *entertainment industry agreement*.

Fees

Your performer representative may charge you fees for services provided under the *entertainment industry agreement*.

If you are involved in film, television or media you can be charged a maximum of 10% of the total amount due to you for your performance.

If you are involved in live theatre, or a live musical or variety performance you can be charged up to 10% for any period up to 5 weeks but only up to 5% for any time after that.

A performer representative must not charge fees above these amounts unless they are also providing you with career management services and you have agreed to these in writing in what is called an *entertainment industry managerial agreement*.

Please also be aware that you cannot be charged a fee merely for joining or auditioning to join or entering into a contract with a performer representative.

What is an entertainment industry managerial agreement?

An entertainment industry managerial agreement is an agreement in writing that recognises the additional services provided by a performer representative regarding the management of your reputation, career or career development.

If you decide to enter into this type of agreement it must contain an 'additional fee acknowledgement' that makes it clear you will be charged fees in excess of the fee caps in return for the performer representative providing managerial services.

Cooling off period

Performers who sign a managerial agreement are entitled to a cooling-off period of 3 days in which they can seek advice about the arrangement they have entered into and if they wish, terminate the agreement without penalty.

If you decide not to continue an agreement, you must tell the representative that you are terminating the agreement within three days from the time the agreement is signed.

If you choose to do so, you can elect to waive the right to a cooling-off period but this must be in writing at the time the agreement is signed.

When should I be paid?

If any monies received by the performer representative on your behalf are not paid immediately then they must be placed in a trust account and paid to you within 14 days of receipt.

Children in the entertainment industry

If you are the parent of a performer who is a child then you must also be provided with the Children's Guardian fact sheet which outlines certain obligations on employers and others who work with children in the entertainment industry.

The fact sheet is available at www.kidsguardian.nsw.gov.au

Code of conduct

The new laws also contain a code which provides performer representatives with clear guidance on the standards of service required to ensure professional and ethical conduct when providing services to performers.

The code is complemented by a range of compliance measures to ensure the proper regulation of the entertainment industry and protection of performers.

A copy of the code is available at www.industrialrelations.nsw.gov.au. It's a good idea to read the code and familiarise yourself with the standard of service you can expect from your representative.

Existing contracts

If you entered into an entertainment industry contract before 1 March 2014 the rules about fees contained in the old Entertainment Industry Act and Regulations continue to apply to you until the contract expires (not including any period of renewal or extension) or until 1 March 2015, whichever date occurs first.

Once your contract finishes the new rules about fees and entertainment industry managerial agreements will apply to you and your representative.

NSW IR contact details

Should you have any questions about your rights and the obligations of performer representatives in the entertainment industry please contact NSW Industrial Relations on 131 628.