

TALENT MANAGEMENT AGREEMENT

AGREEMENT made this: day of , 20__

BETWEEN: Client Name:

Address:

City:

Postal Code:

Telephone:

Business:

Date of Birth:

Cell/Pager:

Represented By:

Relationship to Client:

(The "Client")

FILM/COMM TALENT, an Ontario registered company, having its principal place of business at 2 Bloor Street east, Suite 3500, Toronto, Ontario, M4W1A8.

WHEREAS the Client wishes to retain Film/Comm Talent, on a non-exclusive basis, as his or her agent and manager in respect of modeling, acting and talent assignments, and Film/Comm Talent has agreed to be so retained, subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereby agree as follows:

1. Film/Comm Talent is hereby retained by the Client, on a non-exclusive basis, as his or her agent and manager in respect of modeling, acting and talent assignments to be performed by the Client (the "services"), and Film/Comm Talent agrees to be so retained, subject to the terms and conditions herein contained.
2. During the term of this agreement, the Client shall have the following duties and responsibilities:
 - (a) To retrieve all property i.e. Head shots, photos, cheques in a timely manner;
 - (b) To attend all auditions in a timely manner;
 - (c) To promptly return telephone calls from Film/Comm Talent and its representatives in a timely manner;
 - (d) To notify Film/Comm Talent of any changes in the Client's address or telephone number referred to above;
 - (e) To notify Film/Comm Talent if any other agent or other person represents the Client in respect of the Services;
 - (f) To provide not less than 48 hours' prior notice to Film/Comm Talent in the event that the Client will be out of town for a period of greater than 3 consecutive days;
 - (g) To conduct himself or herself at all times in a professional manner in conformity with public conventions, morals and standards of decency, and not to do or commit any act or thing that will degrade Film/Comm Talent or subject it to public contempt, scorn, ridicule or disrepute, or to shock or offend the community, or to prejudice it's standing in the community or in the talent and modeling industry in general; and

(h) Such further and other responsibilities and duties as may, from time to time, be agreed as between Film/Comm Talent and the Client.

3. For its services hereunder, Film/Comm Talent shall be entitled to an agency fee (the "Agency Fee") equal to (i) 20% of all monies received by or on behalf of the Client for work performed in respect of the modeling Services booked by or through Film/Comm Talent; and (ii) 15% of all monies received by or on behalf of the Client for work performed in respect of the acting or talent Services booked by or through Film/Comm Talent. In accordance with the Actor's Union (ACTRA) guidelines, Film/Comm Talent will impose a non-refundable Management Fee equal to \$10 per month (\$120 per year), commencing on the __, day of ____ 20__. This fee will cover the cost of all necessary mail outs of production cheques as well as day to day management services provided by Film/Comm Talent. This fee will automatically renew yearly until this agreement has been terminated by either party. Failure to pay the yearly Management Fee will result in immediate termination of services. Film/Comm Talent reserves the right to automatically deduct such fee from any production cheque that arrives after the date of fee commencement.

4. The term of this agreement shall be 2 years. Notwithstanding the preceding sentence, either party shall be entitled at any time by not less than 15 day written notice to the other to terminate this agreement. Once talent has been booked for projects exceeding a combined total of \$3000 in compensation through Film/Comm Talent this agreement becomes exclusive for a 2-year term commencing upon the date of the \$3000 accumulation. Talent may still terminated their contract, however they cannot enter a contractual agreement with any other principal agency until their term is up. The termination of this agreement shall not relieve the Client of its obligation to pay any amounts owing to Film/Comm Talent on account of the Agency Fee which have accrued prior to the effective date of such termination.

5. The Client covenants and agrees to provide to Film/Comm Talent such number of professional pictures, composite cards and headshots as Film/Comm Talent may reasonably request from time to time, all such material to be in accordance with prevailing industry standards. In the event that the Client has not obtained such material, Film/Comm Talent may recommend a photographer, notwithstanding such recommendations, the Client shall be free to retain a photographer of the Client's own choosing as long as the photographer meets prevailing industry standards.

6. The Client hereby authorizes Film/Comm Talent to use, and to authorize others to use, and grants the right to use and license to others, the Clients name, likeness, portrait, picture and biographical material, and to advertise, publicize and reproduce same in all forms of media, in connection with the engagement hereunder.

7. The client expressly acknowledges that no representation or warranty has been made by Film/Comm Talent, its representatives or agents, either orally or in writing, as to any guarantee of future profitability, income or work as a result of entering into this agreement with Film/Comm Talent, being represented by Film/Comm Talent or otherwise.

8. This agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. This agreement may be executed in one or more counterparts who, together, shall constitute an original copy hereof as of the date first noted above.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement as of the date first set out above.

SIGNED, SEALED AND DELIVERED) **Client**
)
)

Witness) _____
) (Guardian's signature if Client is under 18)

FILM/COMM TALENT

Per: _____

Title: _____