

# —WILHELMINA—

300 PARK AVENUE SOUTH NEW YORK NY 10010  
TELEPHONE 212.473.0700 FAX 212.473.3223

Model's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
SS#: \_\_\_\_\_

Date: \_\_\_\_\_  
Birthdate: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_

## AGREEMENT

...("Model") and Wilhelmina Models, Inc. ("Wilhelmina") hereby agree as follows:

1. Model hereby engages Wilhelmina's services, and Wilhelmina accepts such engagement, to act as Model's sole and exclusive Manager <sup>in connection with prospective services to be performed by Model anywhere in</sup> ~~throughout the U.S.A.~~ <sup>NEW YORK</sup> for the term of this Agreement in the field of modeling. As such, Wilhelmina shall advise and counsel Model in any and all matters regarding publicity and public relations and the general practices of the modeling, entertainment, and advertising industries; advise and counsel Model regarding the proper formats for Model to present himself/herself to third parties; including aspects of makeup, hair, photo composites, and formation of a portfolio; and advise and counsel Model regarding placements or referrals <sup>to secondary</sup> agencies in the United States or elsewhere. (the Territory)

2. Model hereby appoints Wilhelmina as Model's lawful Attorney-in-Fact with regards <sup>in the Territory in the Field of Modeling ("Transactions")</sup> to transactions with Wilhelmina and authorizes Wilhelmina to collect and receive monies on Model's behalf, to endorse Model's name upon and deposit checks and other money transfers in Wilhelmina's account with any bank, and to retain therefrom all sums due Wilhelmina at any time. Model also authorizes Wilhelmina to approve and permit the use of Model's name, photograph, likeness, and/or voice, and sign releases for the use of same on Model's behalf. This authorization shall include the use of Model's name, photograph, likeness, and/or voice on all materials used by Wilhelmina to promote itself, including, without limitation, headsheets, books, and electronic media (including but not limited to materials disseminated over the internet or by CD-ROM). This power of attorney is irrevocable during the term of this Agreement and, with respect to any matter for which Wilhelmina is entitled to compensation, thereafter. Model hereby assigns to Wilhelmina the proceeds of all assignments performed by Model, against which Wilhelmina has advanced payment to Model. If in accordance with Wilhelmina's voucher system, Wilhelmina does not receive payment from a client who employs Model within six (6) months of Model's completion of an assignment, Model will, upon request, reimburse Wilhelmina for the sums advanced to Model by Wilhelmina in connection with that assignment. Monies owed to Model from clients or advertising agencies, including, without limitation, monies owed for cancellation fees, expenses, and foreign billings, will be paid to Model when payment is received by Wilhelmina. Wilhelmina will take all reasonable steps to collect the amounts due from clients for Model's services, and Model agrees that any claim against a client for monies owed for those services will belong to Wilhelmina, which shall remit to Model the net due to Model after deductions of Wilhelmina's entitlements. The risk of non-collection of fees and expenses due Model from clients and/or advertising agencies in connection with

with respect to such transactions

for services model has agreed to perform

; provided, however, that such promotional use shall require prior written approval by Model, which Model shall not unreasonably withhold

Model has the right in Model's sole discretion to refuse any bookings or assignments and such refusal shall not be deemed a violation of this agreement. In connection with any and all Transactions,

provided that Wilhelmina exercises commercially reasonable efforts to collect such payment during such 6-month period

Model's vouchers, and the legal costs associated with attempts to collect such fees and expenses, shall be borne entirely by Model, only upon consent of model.

the prior written

3. Model agrees to seek Wilhelmina's counsel in regard to all matters concerning Model's endeavors in the field of modeling. Model agrees to advise Wilhelmina of all offers of employment submitted to Model anywhere in the world with respect to modeling, and to refer any inquiries concerning Model's services to Wilhelmina. Model acknowledges that Wilhelmina is not an "artist manager" under the labor code of California, and that Wilhelmina is not licensed as an employment agency in any jurisdiction. Model further agrees that Wilhelmina shall not be required or expected to obtain offers of employment for Model. It is also acknowledged that the relationship between Model and Wilhelmina is not an employment relationship, and that Model is an independent contractor. Model warrants that he/she will be wholly responsible for the payment of any taxes owed by Model to any government or agency, and will not look to Wilhelmina to provide any insurance coverage or satisfy any of Model's immigration obligations.

in the Territory

for the performance of modeling services in the Territory

Note: Care please any immigration fees/costs?

4. In consideration of Wilhelmina's entering into this agreement and as compensation for the services to be rendered by Wilhelmina hereunder, Model agrees to pay Wilhelmina an amount equal to ~~two~~ percent (2%) of any and all gross monies or other consideration which Model receives as a result of any agreements (and any renewals or renegotiations thereof, including for internet usage) relating to Model's modeling services throughout the world that are entered into during the term hereof. Wilhelmina, as manager, shall be entitled to receive such percentage in connection with all reuse fees, and any modifications, additions, options, extensions, renewals, substitutions for, and replacements of such engagements or contracts directly or indirectly. It is understood that substitution and replacement do not extend to include the shooting of material for a new campaign. In addition, Model agrees to pay Wilhelmina an amount equal to ~~two~~ percent (2%) of any and all gross monies derived from any television commercials, industrial usages, and or renewal fees as those terms apply to television. Model also authorizes Wilhelmina to collect a "mother-agent" commission of up to ~~ten~~ percent (10%) from other agencies in these instances in which Wilhelmina acts as Model's mother-agent. Model acknowledges that Wilhelmina has advised Model that percentage commissions set forth above were negotiable. Model agrees to pay or reimburse Wilhelmina for all out-of-pocket expenses which Wilhelmina incurs from time to time on Model's behalf except that any single expense over One Thousand Dollars (\$1,000.00) must be pre-approved by Model. A schedule of the amounts charged by Wilhelmina for certain items is annexed hereto (the amounts listed are subject to change with the passage of time). Model hereby agrees that in the event Model refuses to fulfill her/his obligations under this agreement, all obligations and liability, of any type, nature, or description, of Wilhelmina to Model shall cease and terminate, and in such event, Wilhelmina may, at its sole election, (1) retain as liquidated damages all funds then held and/or subsequently received by Wilhelmina on Model's behalf or (2) seek all legal and/or equitable remedies then available to Wilhelmina, in which event Wilhelmina shall, pending the resolution of Wilhelmina's claims, be entitled to hold the funds referred to in the preceding clause (1) as security for any judgment Wilhelmina may obtain against Model in connection with those claims.

in the Territory

the performance of modeling services in the Territory for

in connection therewith

or aggregate expenses

in writing

[but no such changes may be imposed on Model without prior written notice to Model of the same]

[any and all funds then held or subsequently received on Model's behalf]

5. The term of this agreement shall be for a period of three (3) years commencing as of the date hereof and it will be automatically renewed for one (1) year unless Model or Wilhelmina gives written notice to the other of the intention to terminate by registered mail at least ninety (90) days prior to the end of the term hereof.

6. Any contracts for future usage (as that term is customarily used) of Model's modeling services, name, photograph, likeness, or voice, including for use on the internet, shall be handled by Wilhelmina and Wilhelmina shall receive its compensation in connection therewith, until the termination of such usages, regardless of the sooner expiration, termination, or modification of this agreement.

*future in the Territory or usage in the Territory of the Model's*

*[Note: internet usage rights could potentially create a conflict w/ other agencies]*

7. Model is aware and agrees that Wilhelmina is entitled to receive a service charge from all of the clients who utilize Model's services, and that such service charge at present equals 20% of the gross monies or other consideration that Model receives from those clients as a result of agreements relating to Model's modeling. Model further acknowledges and agrees that Wilhelmina's receipt of a service charge or fee shall be an additional inducement for Wilhelmina to act on Model's behalf, and that Wilhelmina's receipt of the service charge or fee is not, and shall not be deemed to be, a violation of any duty of loyalty or any other obligation or duty owed to Model.

8. This agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements wholly made therein, and any dispute arising out of this agreement shall be resolved only in the courts of the State and City of New York. Any dispute regarding the interpretation of, or the parties' obligations under, this agreement shall first be submitted to non-binding mediation (no longer than three (3) hours duration, unless agreed to the contrary by the parties hereto in writing), to try to resolve any such dispute. In any such mediation, the fees of the mediator shall be borne equally by the parties to the mediation, except that Wilhelmina shall pay up to \$1,000, with any fees in excess of that amount to be shared equally by Model and Wilhelmina, and with both parties paying their own attorneys' fees and costs.

Dated:

WILHELMINA MODELS, INC.

MODEL (or Model's parent/guardian)

By: \_\_\_\_\_

My introduction to Wilhelmina Models, Inc. was arranged by:

If any other than Wilhelmina, Models, Inc., my mother agency is:

Chargebacks

*Portfolios \$60 each*

*Composite Cards \$2 each*

*Model Video \$495 (internet)*

*E Portfolio \$675 year*

*Laser copies (in house) \$ 2 each*

*Messenger \$5-\$10 per (run within Manhattan)*

*Federal Express –rates depend on size, weight and destination*

*Model Apartment*

*Mens \$53 day*

*Ladies \$53 day (downtown)*

*Girls \$40 day (midtown)*

*\* Rates are subject to change without notice.*

Initial page

To: \_\_\_\_\_  
Re: \_\_\_\_\_  
SS# \_\_\_\_\_

AUTHORIZATION TO ISSUE MANAGEMENT COMMISSION  
Initial Compensation  
Residuals  
Royalties  
Repay & foreign use payments

I authorize you to deduct my manager's commission from any and all talent payment checks. The percentage of commission being ten percent (10%) of the gross.

Please make check payable to: Wilhelmina Models

Please make one check payable to me: \_\_\_\_\_

(Net payment after agent commission management commission and appropriate taxes.)

\*\*Revocation of this authorization must be made by both artist and management in writing.

\_\_\_\_\_  
Talent Signature

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts established outside the U.S.)</small>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; height: 20px;"></td> </tr> </table>																				
<b>OR</b>																				
<b>Employer identification number</b>																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; height: 20px;"></td> </tr> </table>																				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/ef9](http://www.irs.gov/ef9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1098-E (student loan interest), 1099-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.