

W	WILHELMINA	300 PARK AVENUE SOUTH NEW YORK NY 10010 TELEPHONE [REDACTED] FAX [REDACTED]
	MODELS	

Model's Name: _____

Date: _____

Address: _____

Birthdate: _____

SS#: _____

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 throughout the U.S.A. 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 to secondary agencies in the United States or elsewhere.

2. Model hereby appoints Wilhelmina as Model's lawful Attorney-in-Fact with regards 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

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 .

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 a fiduciary 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.

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 twenty percent (20%) 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 ten percent (10%) 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 ten percent (10%) "mother agency" commission from other agencies in those instances in which Wilhelmina acts as Model's mother agent. 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.

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.

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: _____
Sean Patterson, President

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

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

Chargebacks

Portfolios \$50 each

Composite Cards \$2 each

Model Network \$250 year (internet)

Model Video \$495 (internet)

E Portfolio \$360 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