



## Talent Agreement

Exclusive to the State of \_\_\_\_\_

(please write the state of the closest TITAN office to your home address above)

As of \_\_\_\_\_, 20\_\_\_\_\_

(date)

Model/Actor Information. You hereby certify that the following information is true and correct:

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Date of Birth: \_\_\_\_\_

SSN: \_\_\_\_\_

Mother Agent: \_\_\_\_\_

Email: \_\_\_\_\_

Parent Name (if minor): \_\_\_\_\_

We are extremely pleased that you have decided to engage

Titan Talent Group - \_\_\_\_\_ (add location closest to you, City and State of closest TITAN office) as your exclusive talent agency on the following terms and conditions:

Engagement; Scope of Services. You hereby engage Titan Talent Group as your exclusive talent agent in North Carolina with respect to the development of your career in the professional modeling and entertainment industry, including, without limitation, photography, advertising, licensing, industrial exhibition, runway, live show, publishing, television, video, film and any other audio-visual projects, Internet, music and theatre, and any and all services (the "Services") rendered by you in any such industry. Titan Talent Group's services as your talent agency will include: a. Advising you with respect to (i) personal appearances, composites and your portfolio, (ii) career opportunities, photographers, licensors, advertisers and other vehicles for your talent; (ii) general practices in the modeling, licensing, advertising, entertainment, film, video, television and music industries; b. Arranging your schedule; c. Supervising your publicity, public relations and advertising; d. Aiding in the negotiation of the terms and conditions of the Services you may provide to clients; and e. Sending invoices and statements to, and collecting compensation and expenses from, clients that engage you to perform your Services.

Exclusivity. You agree not to employ any representatives, managers or agents in the Territory during the Term other than Titan Talent Group concerning any aspect of your career or the performance of Services by you without our prior consent. Further, you shall not accept any assignments, opportunities or agreements in the Territory for the performance of your Services except those selected by Titan Talent Group and will forward to Titan Talent Group all inquiries and offers made directly to you for your Services.

Term. The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the date set forth above. The term of this Agreement shall automatically renew for successive one (1) year periods unless you provide written notice to Titan Talent Group at least thirty (30) days prior to the end of the Initial Term or any successive period. In the event that this Agreement has been signed on your behalf by your parent and/or guardian, you agree that the one-year term shall be automatically extended and shall run from the date of your eighteenth (18th) birthday, unless you or your parent and/or guardian legally provide written notice

e to Titan Talent Group within thirty (30) days of your turning eighteen. The Initial Term and any extensions thereof shall be referred to herein as the "Term".

Authority as Exclusive Talent Agent; Power of Attorney a. Titan Talent Group is hereby authorized, as your exclusive personal manager, to act for you, and on your behalf, during the Term with respect to: (i) negotiating, renegotiating, contracting and executing for you and in your name and on your behalf any and all agreements, documents and instruments providing for your Services to clients pursuant hereto; (ii) approving and permitting the use of your name, biography, image, voice, caricatures and the like for the purposes of advertising and publicity; (iii) invoicing, collecting and receiving sums payable to you, endorsing your name upon and depositing in your account all checks payable to you, and retaining therefrom all sums owing to Titan Talent Group; and (iv) demanding, suing for and collecting, all claims, money, interest and other items that may be due to you or belong to you, and settling any and all such claims (which settlement may be at par or below). b. You hereby authorize Titan Talent Group to be your agent and attorney-in-fact for the purposes set forth in subparagraph (a) above. This appointment of Titan Talent Group as your attorney-in-fact shall be irrevocable during the Term and thereafter until you have rendered all Services contracted for during the Term and have collected full payment for such Services. c. All PAID AND UNPAID ASSIGNMENTS as described above are to go through Titan Talent Group.

Compensation a. Except as set forth in subparagraph (b) below, you agree to pay to Titan Talent Group a fee (the "Regular Fee") equal to twenty percent (20%) of your Gross Compensation earned for (i) any Services performed by you during the Term; or (ii) any Services performed by you after the expiration or termination of this Agreement if such Services were performed pursuant to any booking, engagement, license, or similar agreement negotiated, solicited and/or accepted during the Term or pursuant to a renewal, option or renegotiation (each, a "Renewal") of any booking, engagement, license, or similar agreement initially negotiated, solicited and/or including salaries, license fees, other fees, earnings, royalties, residuals, proceeds, buyouts, bonuses, prizes or other compensation received at any time pursuant to the performance of Services by you. b. You agree to pay Titan Talent Group a fee (the "Union Fee", and, together with the Regular Fee, the "Fee") equal to ten percent (10%) of all Gross Compensation earned for the performance of Services by you that are subject to the jurisdiction of the Screen Actors Guild ("SAG"), the American Federation of Television and Radio Artists ("AFTRA") and Actors' Equity Association ("AEA"). You acknowledge Titan Talent Group is not a franchised agent or its equivalent of SAG, AFTRA, or AEA and that you may be required to pay such agent a separate commission for such Services rendered under the jurisdiction of SAG, AFTRA and AE

A (which commission is typically no more than ten percent (10%) of the monies or other cash consideration you receive for such services) and that the commission to such franchised agency will not be deducted from or offset against the compensation to Titan Talent Group. c. You understand Titan Talent Group is entitled to receive from any and all clients that engage your Services a service charge, agency fee or other compensation (the "Client Fee") over and above the fees set forth in subparagraphs (a) and (b) above. You acknowledge that the Client Fee is an additional inducement for Titan Talent Group to act on your behalf and you shall not have the right to, or interest in, the Client Fee. Further, you understand that Titan Talent Group maintains a network of relationships with agencies (including, without limitation, your Mother Agent) a commission and Titan Talent Group and such agencies may agree to divide the compensation that you are required to pay Titan Talent Group and such other agencies. d. In consideration for the services rendered by Titan Talent Group during the Term to develop and promote your career, you agree that in the event you wish to cease being represented by Titan Talent Group prior to expiration of the Term, and Titan Talent Group agrees in writing to release you from your obligations contained herein, you shall cause your new management company to pay to Titan Talent Group an amount (the "Post-Term Fee") equal to ten percent (10%) of your Gross Compensation for the balance of the Term. If you do not cause such payment to be made by your new management company, you shall be obligated to Titan Talent Group for the Post-Term Fee yourself. Such Post-Term Fee shall not be paid with respect to Renewals, for which Titan Talent Group shall be paid its fee in accordance with subparagraphs (a), (b) and (c) above.

**7. Expenses;** Titan Talent Group may, in its sole discretion and from time to time, advance or loan money (collectively, the "Advances") to you in connection with your performances of Services, including, without limitation, advances of compensation payable to you and expenses necessary to render your Services (e.g., publicity and promotional costs, airfare and hotel expenses, rental expenses, messenger services, language lessons and shipping expenses). You authorize Titan Talent Group to deduct any outstanding Advances from any Receivable (defined below) prior to remitting such amounts to you. If you receive compensation directly from a client or another source with respect to the performance of your Services, you agree to immediately pay to Titan Talent Group any amount equal to any unpaid Advances. You agree and understand that Titan Talent Group will not release any modeling materials in its possession and you will not be permitted to commence representation by another model management company until you repay any outstanding Advances or otherwise make provisions acceptable to Titan Talent Group for the repayment of such Advances by such new model management company.

**8. Collections, Statements & Accounting** a. Titan Talent Group shall use commercially reasonable efforts to collect all amounts (including, without limitation, compensation expenses) due to you from clients with respect to the performance of Services by you (and all amounts actually received by Titan Talent Group shall be collectively referred to herein, as the "Receivables"). Titan Talent Group may, but shall not be obligated to, commence legal proceedings or hire a collection agency to collect amounts due to you from clients. In the event that Titan Talent Group commences such proceedings or hires a collection agency, you shall bear any and all related expenses and such amounts shall be deemed "Advances". As set forth above, Titan Talent Group shall have full authority to settle at or below par any and all disputes with clients on your behalf. Titan Talent Group shall not be liable for any amounts.

b. Titan Talent Group will periodically provide to you an amount equal to the Receivables less any amounts owed to Titan Talent Group, including, without limitation, any Fees to fund the Reserve (as defined below), any taxes required to be deducted, and any other amounts permitted to be deducted pursuant to Titan Talent Group's standard accounting procedures. In addition to such amount, Titan Talent Group will provide you with a statement of your account, including amounts collected by Titan Talent Group and any deductions permitted pursuant to this Agreement.

c. Titan Talent Group periodically may maintain a reserve (the "Reserve") of up to two thousand dollars (\$2,000.00) in your model account on your behalf. You acknowledge Titan Talent Group's rights to maintain this reserve for the purpose of funding your various model-

related expenses, including, without limitation, composite cards, tests, messenger fees, and travel expenses. You hereby authorize Titan Talent Group to replenish the Reserve out of your future money collected by Titan Talent Group on your behalf. In the event of expiration or termination of this Agreement, any sums remaining in the Reserve shall be used to pay down any and all unpaid Talent on your behalf. Any positive amount remaining in the Reserve after such deduction shall be forwarded to you by check at the address listed above.

d. In the event that you receive any payments directly from a client, you will remit any outstanding Fee, Client Fee, or Advance related to such client to Titan Talent Group within seven (7) days of your receipt of such payment.

**9. Expiration or Termination.** Upon the expiration or termination of this Agreement, (a) you shall immediately reimburse Titan Talent Group for any outstanding Advances or other expenditures made by Titan Talent Group on your behalf; (b) you shall immediately remit to Titan Talent Group any unpaid fee pursuant to paragraph 8(d); (c) Titan Talent Gr

oup shall liquidate the Reserve and pay to you any amounts owed to you pursuant to Paragraph 8(c); and (d) Titan Talent Group shall pay to you any other Receivables less the permitted deduction as provided for in Paragraph 8(b). As long as any amounts owed by you to Titan Talent Group are outstanding, you shall cause any future agency or client to pay any amounts owed to you directly to Titan Talent Group in settlement of such debts including but not limited to any unpaid invoices or packaging fees or MRPF's. Paragraphs 5(b), 6(d), 7, 8, 9, 12, 13, and 16 shall survive and remain in effect following the expiration or termination of this Agreement.

**10. Relationship of the Parties.** Your relationship with Titan Talent Group is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relations. Accordingly, you shall be responsible for (a) your own expenses (unless paid by a client of your Services), such as travel, lodging, entertaining, wardrobe and make-up, (b) preparing and filing your personal tax returns and paying all taxes required to be paid, and (c) complying with all the governmental laws, rules and regulations pertaining to your performance of Services, including, without limitation, obtaining any applicable visas. Further, you acknowledge and agree that Titan Talent Group is acting solely as your personal manager, that Titan Talent Group is not licensed as an employment agency under the General Business Law of the State of North Carolina or as an "artists manager" under the Labor Code of the State of North Carolina. You are an independent contractor.

**Suspension.** a. Your services, the running of the Term and the payment of any compensation hereunder, shall be automatically suspended without notice (and any subsequent dates herein specified thereby postponed), upon the happening of a Default and/or Disability as defined below. Each suspension shall continue until ended by Titan Talent Group by written notice to you and the Term shall resume upon delivery of such notice. No such suspension shall affect any of Titan Talent Group's other rights hereunder. b. "Default" shall mean any failure by you (other than by reason of Disability) to perform the Services. In the case of your default, you are to pay Titan Talent Group the sum of monies that would have been paid by the client to the agency (agency fee plus commission) if a suitable replacement cannot be found for you in time for the assignment. c. "Disability" shall mean your inability to perform the Services because of your physical, mental or emotional disability, illness, injury or death.

**12. Representations and Warranties.** You represent and warrant that (i) you have the full authority and power to enter into this Agreement; (ii) you are not subject or party to any oral or written agreement that would interfere with Titan Talent Group's rights pursuant to, or your ability to perform and carry out, this Agreement, including, without limitation,

on, any agreements for employment or management services; (iii) you have, or will acquire, any and all permissions and approvals required by law to perform the Services; and (iv) any information you provided to Titan Talent Group is true, correct and complete.

**13. Indemnification.** You agree to indemnify and hold Titan Talent Group and its agents, employees, officers, directors, members, affiliates, other independent contractors, volunteers, clients, and representatives harmless (including attorneys' fees) from and against any claims, liability, judgments, costs and expenses arising out of (i) your failure to fulfill your obligation hereunder or any engagements or employment contracts obtained in connection with this Agreement; and/or (ii) any breach of any representation or warranty contained in this Agreement.

**14. Equitable Relief.** You acknowledge and agree that your services pursuant to this Agreement are extraordinary and unique and that money damages will not be a sufficient remedy for any breach or attempted breach of this Agreement by you. In addition to all other remedies Titan Talent Group may seek (and may be entitled to), specific performance and injunctive or other equitable relief in any court of competent jurisdiction as a remedy for any such breach or attempted breach by you without the necessity or requirement that a bond be posted.

**15. Minor Provisions.** If applicable, you acknowledge that it is your sole responsibility to obtain all necessary governmental consents, permits and approvals required by state and federal laws and regulations for the performance of services hereunder by minors, including, without limitations, work permits, visas, and court approvals where necessary. At your request, Titan Talent Group will guide and counsel you with respect to obtaining such consents, permits, visas and approvals.

**16. Miscellaneous.** a. Further Assurances. You shall execute and deliver such additional documents, provide such additional information and take all other actions as may be reasonably be necessary or desirable to carry out the terms of this Agreement and facilitate the rights granted to Titan Talent Group herein. b. Notices. All notices, statements and other documents required to be given pursuant to this Agreement shall be given in writing either by personal delivery, pre-paid first class or express mail or recognized international courier at the respective addresses of the parties set forth in this Agreement, or such other addresses as may be designated in writing by either party. c. Assignment. You understand that this Agreement is personal to you and shall be binding and enforceable against you and may not be assigned by you. Titan Talent Group shall not assign this Agreement to any person or entity without your prior written approval; provided, Titan Talent Group may assign this Agreement without your consent (i) to any entity under common ownership or control with Titan Tal

ent Group, or (ii) in the event of a merger, reorganization, or sale of all or substantially all of such party's assets or voting securities. d. Amendment and Waiver; Entire Agreement; Severability. The terms and conditions of this Agreement may not be amended, modified, superseded or waived except in writing signed by you and Titan Talent Group. This Agreement confirms the parties' full understanding as to the subject matter hereof; there are no other expressed or implied promises or representations being offered. If any part of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement shall not be affected. e. Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State

of \_\_\_\_\_ (excluding conflicts of law principles). Any dispute under this Agreement shall be resolved exclusively in an applicable court of law located in the State of \_\_\_\_\_, and you hereby submit to the jurisdiction of the courts of the State of \_\_\_\_\_

Printed Name of Talent: \_\_\_\_\_

Signature of Talent: \_\_\_\_\_

Printed Name & Signature of Parent if Talent is a Minor:

\_\_\_\_\_  
\_\_\_\_\_

Date of Signing: \_\_\_\_\_

Email completed form to:

[onboarding@titantalentgroup.com](mailto:onboarding@titantalentgroup.com)

[www.titantalentgroup.com](http://www.titantalentgroup.com)