



## NONEXCLUSIVE TALENT AGREEMENT

This Nonexclusive Talent Agreement (the “Agreement”) is made and entered into in Miami-Dade County, Florida this \_\_\_ day of \_\_\_\_\_, 2021 by and between Makers Agency LLC, a Florida corporation (“Makers”) and \_\_\_\_\_ (“Talent”).

**WHEREAS** Makers is in the business of procuring or attempting to procure engagements for modeling, fashion shows, conventions, advertising, photography, television, motion pictures and other related activities (collectively “Engagements”)

**WHEREAS** Talent is interested in appointing Makers as talent’s nonexclusive agent for the purposes of obtaining and participating in Engagements.

**NOW, THEREFORE**, in consideration of the foregoing, and in consideration of the promises, covenants and conditions herein, the parties agree to the following.

1. **RECITALS.** The recitals set forth above are incorporated herein by reference.
2. **APPOINTMENT.** Talent appoints Makers as Talent’s nonexclusive agent to arrange for Engagements and to act as agent for Talent.
3. **MAKERS RESPONSIBILITIES.** Makers agrees to use reasonable efforts on behalf of the Talent to arrange Engagements for Talent. Makers agrees to use reasonable efforts in promoting Talent. It is understood and agreed that Makers makes no guarantees, representations or warranties that Talent will receive any engagements for Engagements.
4. **RESPONSIBILITIES OF TALENT.** Talent agrees to use good faith and best efforts in performing all Engagements arranged by Makers. Talent must provide Makers with a minimum of seven (7) days advance notice of cancellation of any assignment for an Engagement. In the event that Talent does not provide such notice, then Talent hereby grants and authorizes Makers to deduct an additional twenty percent (20%) fee from the next Engagement arranged for Talent as a cancellation fee, the cancellation fee shall be deducted notwithstanding the fact that Makers may have arranged for alternate personnel to complete the Engagement.
5. **TERM.** This Agreement shall commence on the date set forth above and shall continue for a period of (1) year thereafter the (“Initial Term”). After the end of the Initial Term, the Agreement shall be automatically renewed for additional one-year periods unless terminated sooner in the accordance with Section 12 below.
6. **REPRODUCTIONS.** The parties acknowledge and agree that various images or reproductions of Talent will be arranged for or created by Makers during the term of this Agreement for use in advertising, copy, artwork, photographs, television, motion pictures and other purposes (collectively “Reproductions”). It is further acknowledged and agreed that Talent may not duplicate, copy, sell, or make use of any Reproduction for any purpose whatsoever without the prior written consent of Makers. In the event that Talent breaches this provision and receives compensation for the use of any Reproduction, Makers shall be entitled to its fee of twenty percent (20%) plus all other remedies available to Makers at law or in equality. All Reproductions shall remain at all times the exclusive property of Makers.

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7. FEES. Makers shall receive a fee for its services in the amount of twenty percent (20%) of all compensation paid for Engagements arranged for Talent during the term of Agreement, including and Engagements that are arranged solely by the efforts of Talent or by the efforts of a third party. Makers also shall receive a fee in the amount of twenty percent (20%) of all compensation paid for the use of Reproductions created during the term of this Agreement. In the event that more than one individual is identifiable in a Reproduction, and accordingly Makers is obligated to remit payment to other individuals, Talent shall receive a pro-rated share of the total compensation paid less Makers's fee.
8. PAYMENT. The parties acknowledge and agree that all compensation from third parties for Engagements or for the use of Reproductions shall be paid directly to Makers. All money collected by Makers for the benefit of Talent shall be paid to Talent, less Makers's fee, within (5) business days after the receipt of such money by Makers. Makers shall not be required to pay any money to Talent unless and until Makers receives payment from the third party.
9. RELEASE OF REPRODUCTIONS. Talent unconditionally authorizes and releases to Makers ownership of all right, title and interest in and to all Reproduction. Talent assigns the exclusive and complete control and discretion for the sale, use, reproduction, duplication or assignment of said Reproductions to Makers subject only to Talent's rights of compensation hereunder.
10. NON-COMPETE. Talent agrees that during the term of this Agreement and for a period of one year after the termination of this Agreement (for whatever reason whatsoever), Talent will not directly or indirectly, either as an individual or as an officer, employee, independent contractor, partner, consultant, principal, agent, shareholder, director, or otherwise:
  - A. Render services to or solicit and existing client or prospective client of Makers through an entity other than Makers in competition with the business of Makers, as such business now exists or as it may exist at the time of termination. (For the purpose of this Agreement, (i) "Existing Client" shall mean any individual or entity, whether a corporation, partnership, limited liability company, joint venture, association, or other business organization from which Makers has within the one (1) year immediately preceding the termination of this Agreement, arranged or procured any Engagements, and (ii) "Prospective Client" shall mean any individual entity, whether a corporation, partnership, limited liability company, joint venture, association, or other business organization to which Makers has submitted, within the one (1) year immediately preceding the termination of this Agreement, an oral or written proposal to arrange or procure any Engagement;
  - B. Counsel, solicit or otherwise attempt to induce any existing client or prospective client of Makers to terminate its business relationship with Makers; or
  - C. Counsel, solicit or otherwise attempt to induce any talent under contract with Makers to terminate his or her business relationship with Makers
11. CONFIDENTIALITY. Talent shall not during the term of this Agreement and for a period of one (1) year after the termination of this Agreement (for any reason):

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- A. Disclose the name of any (i) existing client or prospective client of Makers or (ii) any independent contractor or employee of Makers to any third party without the prior written consent of Makers; or
  - B. Appropriate, take, disclose, or use any confidential information of Makers, including but not limited to any client lists, pricing information, or other information that is of value to Makers and not generally known to the competitors of Makers
12. TERMINATION. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other Party after the Initial Term. In addition, Makers may terminate Talent immediately upon the happening of any of the following:
- A. Any material breach of Talent’s obligations hereunder;
  - B. Talent engages in the abuse of alcohol or a controlled substance or pleads guilty or nolo contendere to or is convicted of a felony, or the Employee engages in acts of moral turpitude, proven dishonesty, theft, embezzlement, or, obtaining funds or property under false pretenses;
  - C. Talent engages in conduct that may reasonably be deemed to discredit Makers or is detrimental to the reputation, character, and standing of Makers;
  - D. Talent takes any actions which indicate a lack of loyalty to the Company or should take any action which adversely affects the professional reputation, financial stability or professional relationships of the Company;
  - E. Talent neglects or fails to adequately perform the duties required to be performed by or her hereunder; or
  - F. The death of Talent

The Compensation, Release of Reproductions, Non-Compete and Confidentiality provisions of this Agreement shall survive its termination.

13. INDEPENDENT CONTRACTOR Talent is an independent contractor and not an employee of Makers. Talent shall be responsible for transportation to and from Engagements and has the sole discretion in accepting and rejecting in a timely manner all Engagements. Talent is responsible for reporting all income and understand that taxes and social security will not be deducted from any payments due hereunder.
14. NOTICES. Whenever any party hereto desires or is required to provide and notice, demand, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service (which shall include delivery by delivery service, express mail delivery service, telecopy, or telefax) or mailed, by United States certified mail, postage paid, and addressed as follows:

If to Makers; to: Makers Agency LLC.

\_\_\_\_\_  
\_\_\_\_\_  
Attention: Delfina Dumaine

If to Talent; to:

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

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Attentions: \_\_\_\_\_

15. ASSIGNMENT. Neither party may assign its rights under this Agreement without the prior written consent of the other party.
  16. GOVERNING LAW. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida
  17. CAPTIONS. The captions contained herein and inserted only for the purpose of convenient reference and in no way define, limit or describe the scope or intent of this Agreement or any part hereof.
  18. SEVERABILITY. The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.
  19. ATTORNEY'S FEES. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to recover its reasonable attorneys' fees, court costs, and out-of-pocket legal expenses from the other party.
  20. MISCELLANEOUS PROVISIONS.
    - A. Any breach by Talent of any of the terms and conditions hereunder may be enforced by Makers at any time.
    - B. The apparent delay, forbearance or waiver of enforcement by Makers of any provision of this Agreement shall not operate to be constructed as a waiver of any breach or subsequent breach.
    - C. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, if any, between the parties relating to the subject matter hereof.
    - D. This Agreement may not be amended or modified except in writing signed by both parties.
- IN WITNESS WHEREOF, the parties have duly executed this Agreement as of and effective the date first above written.

**MAKERS AGENCY LLC.**

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

Its: \_\_\_\_\_

**TALENT**

Print Name \_\_\_\_\_

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