

# Talent Management Contract

THIS TALENT MANAGEMENT CONTRACT ("Agreement" or "Contract") is entered into at Los Angeles County, California and deemed effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between RSA Talent Management, LLC, which is owned and operated by Gina Nuccio and Brenda Fisher ("Manager") located at 17933 Maplehurst Place, Canyon Country, California 91387, and \_\_\_\_\_, ("Artist") located at \_\_\_\_\_. The terms Artist includes Artist herein named and any corporation, Limited Liability Company or other entity, including any loan-out company owned, partially or wholly, or controlled, directly or indirectly, by Artist and/or other representatives.

## 1. Term

This Agreement commences on the date stated above and shall remain in effect for 18 months (1½ years) ("Term" or "Initial Term") from the commencement date, unless the parties mutually agree otherwise in writing to terminate it earlier. Upon expiration of the Initial Term, this Agreement shall remain in full force and effect without interruption or change unless and until any party notifies the other party in writing by both email and U.S. Post Priority Overnight Mail Service with tracking of their intention to terminate. Such termination shall be effective immediately upon receipt.

Artist also grants to Manager the irrevocable right and option to extend the Initial Term of this Agreement for one (1) additional period of 18 months (1½ years) ("Option Period"). The Option Period shall be considered automatically exercised by Manager unless Manager notifies Artist in writing of Manager's intention not to exercise such option not later than thirty (30) days prior to the expiration of the Initial Term.

## 2. Included Services

Artist authorizes and empowers Manager, during the term of this Agreement, to do the following on behalf of Artist:

- a. To render advice, guidance, counsel and other services to Artist as Artist may reasonably require to further Artist's career as a performing artist and actor and to develop new and different areas within which Artist's artistic talents can be developed and exploited;
- b. To supervise Artist's professional employment and, on and Artist's behalf, to consult with employers and prospective employers so as to assure continued demand for Artist's services;
- c. With Artist's consent, to hire, fire and give direction to such theatrical and commercial agents, booking agencies, and employment agencies, as well as other firms, persons or corporations who may be retained for the purpose of securing contracts, engagements or employment for Artist.

## 3. Authorization Granted by Artist

Artist authorizes Manager to communicate in person, by telephone, in writing, or by email with any talent agent or agency that actually or prospectively represents Artist, any union or guild of which Artist is a member or eligible to join, and any payroll company that has or will render services, on Artist's behalf. Artist authorizes Manager to write and endorse Artist's name upon any and all checks, drafts, notes and bills of exchange and deliver such to pay Artist's accounts payable and or monies due. Artist shall execute a separate Limited Power of Attorney as deemed necessary by Manager and/or any third party.

## 4. Excluded Services

This Agreement does **not** form a partnership or joint venture agreement between Artist and Manager. Manager is strictly in an independent contractor relationship with Artist. Manager is **not** an acting coach,

accountant, business manager, entertainment or other attorney, photographer, publicist, or tax advisor. Manager is not obligated to provide services associated with those professions. However, Manager can assist Artist in developing relationships with experts in those fields.

Manager's services are **not** exclusive to Artist, and Artist is aware that Manager has other clients for whom Manager performs similar services.

Manager is **not** licensed as a talent agent or talent agency or employment agency (as defined in Labor Code §1700.4 or any other applicable law) and Manager has made no such representation to Artist to the contrary. Manager will not take any action to procure employment for Artist. Manager has made no claim that Manager will solicit, procure and/or negotiate employment for Artist as that term is interpreted under California law nor has Manager any obligation to so. Any other use of the word "agent" hereinafter is used in the generic and legal sense and does not refer to a "talent agent" unless specifically stated.

## **5. The Safe Harbor Letter/Email**

Notwithstanding the above, Manager may assist a licensed talent agent in procuring or negotiating employment for Artist when requested to do so by Artist's talent agent as authorized by California *Labor Code* §1700.44(d). Manager is hereby authorized by Artist to work in conjunction with a duly licensed talent agent under *Labor Code* §1700.44(d). Artist shall assist and cooperate with manager's efforts in obtaining Safe Harbor as set forth herein including obtaining a written letter(s) and/or email(s) from Artist's licensed talent agent(s) so that Manager may assist in the procurement of employment, development of Artist's career and with negotiations being conducted by Artist's talent agent.

## **6. Compensation**

As compensation for Manager's services under this Agreement, Artist agrees to pay, and Artist hereby assigns to Manager, irrevocably, as and when received by or on behalf of Artist during the Term, a sum equal to \_\_\_\_\_ percent (\_\_\_\_%) of any and all gross revenues and other consideration of any kind or nature whatsoever ("Gross Earnings") which Artist may receive as a result of Artist's activities in the entertainment industry, exclusive of any per diem payments or reimbursements for travel or wardrobe, as follows:

- a. Without limiting the foregoing, commissionable activities shall include all activities in connection with music and/or singing related engagements of all types and kinds, live or on camera theatrical engagements, feature film and television production, hosting, commercials, including campaigns and infomercials, radio and broadcasting, records, publishing, magazines, newspapers, books, concerts, shows, voiceover, print, internet (including webisodes, websites and webcasts), cellular phones, product endorsements, product placement, personal appearances, and the use of Artist's name, voice, likeness and talents in connection therewith and for purposes of merchandising, advertising, product endorsements, product placement and/or trade and shall include all employment whether domestic, or foreign in all international markets, including all related ancillary mechanizing gross earnings, throughout the world, in perpetuity, and without limitation.
- b. The term "Gross Earnings" shall include, without limitation, salaries, earnings, fees, royalties, advances against royalties, residuals, bonuses, damages and other awards pursuant to claims, suits and other proceedings, partnership and joint venture interests and motion pictures or other entertainment package fees earned or received directly or indirectly by Artist and/or by Artist's heirs, executors, administrators or assigns or by any other person, firm or corporation on Artist's behalf. Gross Earnings and compensation shall be calculated prior to any deductions by employer for income or other taxes. This definition is to be interpreted as broadly as possible.
- c. Artist agrees to pay Manager a commission at the rate provided above following the expiration of the Term with respect to all Gross Earnings pursuant to any engagements, contracts and agreements entered into or "Substantially Negotiated" during the Term including all increases, extensions,

amendments, modifications, renewals, substitutions or resumptions thereof. The term "Substantially Negotiated" means any contract for the services of Artist where a confirming letter or deal memorandum has been sent to either party to the contract or where Artist's talent agent fairly believes that a contractual commitment will be forthcoming.

## **7. Costs or Expenses**

All reasonable and customary expenses incurred by Manager on Artist's behalf including, without limitation, duplication of photographs, scripts, DVDs, CDs, overnight courier and/or messenger expenses shall be paid by Artist or reimbursed by Artist if Manager initially advances the funds for said expenses. If Manager is seeking to further Artist's career, but cannot reach Artist within a reasonable period of time regarding an expense under \$50.00 per occurrence, Manager may authorize the expense. Manager is authorized to deduct such reimbursable costs from any Gross Earnings received by Manager on behalf of Artist. In the event Manager is required to travel outside of Los Angeles County, California on business for Artist, and pre-approves such travel, Artist shall pay and/or reimburse Manager for all reasonable expenses, including hotel, travel and living costs.

## **8. Payment Instructions**

Artist shall notify and irrevocably direct all third parties that are obligated to pay any Gross Earnings to or on behalf of Artist to pay such sums directly to Manager unless Artist has an Agent, and then all monies shall be forwarded directly to Artist's Agent, then to Manager and then to Artist. Manager shall forward the commission due and payable to Artist and received by Manager to Artist within five (5) business days after Manager's receipt thereof. Artist shall forward the commission due and payable to Manager hereunder on any and all Gross Earnings inadvertently received directly by Artist to Manager within five (5) business days after receipt thereof.

Artist agrees that breach of this section shall cause Manager irreparable harm and stipulates that Manager is entitled to injunctive relief, including but not limited to a court order requiring Artist and Manager to irrevocably instruct all payors to deposit Manager's contested commissions with the Court and/or a writ of attachment. Further, Artist waives any potential requirement that Manager post a bond supporting such equitable relief.

## **9. Audit Rights**

Artist, on the one hand, and Manager, on the other, shall each have the right to conduct an audit of the other party's books and records to ensure faithful compliance with the terms of this Talent Management Contract. Each shall have the right to obtain copies of all contracts, engagement letters, checks, payment vouchers, invoices and related documents whether created in hard copy or electronic version, including all documents and writings that are supportive of any gross income, net earnings, all disbursements therefrom, including but not limited to costs and/or expenses related to the terms and conditions of this Agreement. Audit Rights as defined herein may be exercised by engaging a professional entertainment industry auditor and or certified public accountant whose name, address and telephone number shall be provided by the requesting party to the responding party no less than 21 calendar days before the date of the audit. Audit Rights may be exercised no more than two times per any given eighteen month period and shall be limited to the three fiscal years preceding the audit unless the audit establishes that more than \$5000 is due to the auditing party, in which case the audit rights shall reach back to the commencement of the manager-artist relationship, or otherwise in the interest of Justice. Artist, on the one hand, and Manager, on the other, shall have equal, mutual, and reciprocal rights with respect to the provisions herein, including the right to copy all necessary records to ensure the accuracy of the audit. All efforts will be undertaken to avoid disclosure of records involving proprietary or privileged information relating to other clients of talent manager or other family members of artist or other third parties, but to the extent the disclosure of such information is, in good faith, deemed necessary every person who is to receive the confidential and/or privileged information shall be required to sign an Audit Confidentiality Agreement. In the event that the results of the audit establish that more than

\$5000 is due to the auditing party, the auditing party shall be entitled to reimbursement of reasonable accountant costs incurred in undertaking the audit.

## 10. Informed Consent

Artist represents and warrants that Artist has been advised to seek independent legal counsel regarding the terms, conditions, duties and obligations created by this Agreement and have been given an adequate opportunity to do so. Further, Artist represents and warrants that Artist have full knowledge of any rights and obligations, which they may have. Artist assumes the risks of any mistake of fact or law with respect to true facts or law which are now unknown to them. Artist know and understand the contents of this Agreement and there has been no duress in the execution of thereof.

## 11. Obligations of Artist

Artist will at all times continue the pursuit of Artist's career and do all the things necessary and suitable to promote said career and the earnings therefrom. Artist will communicate to Manager all offers and opportunities of employment received for Artist and discuss said offers or opportunities with Manager. Artist will make all reasonable efforts to set aside other commitments in order to meet Artist's obligations under this Agreement for interviews/auditions, classes/workshops, and actual engagements of employment. Once Artist qualifies Artist will obtain and maintain current membership in the Screen Actors Guild/American Federation of Television and Radio Artists (SAG-AFTRA) and other applicable unions, guilds and/or associations necessary for Artist to obtain employment in the entertainment industry.

## 12. Dispute Resolution

- a. **Mediation First Required:** Any dispute arising from or related to this Agreement shall first, before any other formal action is taken, be mediated before a mutually selected single mediator experienced or specializing in entertainment law before either Judicial Arbitration & Mediation Service (JAMS) or Judicate West. Mediation fees and costs related to mediation, if any, shall be divided equally among the adverse sides. A party seeking mediation shall serve a Notice of Demand for Mediation requesting mediation. The adverse party shall serve a Notice of Acceptance of Mediation or Notice of Refusal to Mediate within 14 days of the date of Notice of Demand for Mediation. Failure to serve such Notice shall constitute a rejection of the Demand for Mediation.
- b. **Disputes Resolved in and by Arbitration:** The agreed and appropriate forum for enforcement of disputes arising from this Agreement is arbitration before a mutually selected single arbitrator experienced or specializing in entertainment law in Los Angeles, California before and pursuant to the JAMS Dispute Resolution rules, or other dispute resolution organization so agreed. Each party shall be entitled to conduct limited discovery, pursuant to *California Code of Civil Procedure* §§1283.05 and 1283.1, consisting of no more than two depositions, two sets of document demands, no more than twenty-five total interrogatories, and service of as many business records subpoenas as the arbitrator may permit, on good cause shown. The arbitrator may allow further discovery only upon a finding of good cause shown by the requesting party.
- c. **Waiver of Hearing by Labor Commissioner and Trial by Jury:** By agreeing to arbitrate disputes, each party is waiving their right to a hearing before the Labor Commissioner and the right to a trial by jury. In accordance with *Labor Code* §1700.45, the California Labor Commissioner shall be given reasonable notice of the time and place of all arbitration hearings and the Labor Commissioner and or its authorized representative shall have the right to attend all arbitration hearings. The determination of the arbitrator shall be final, binding and non-appealable. Judgment upon the Award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- d. **Attorney's Fees:** Any prevailing party in any mediation, any administrative hearing, arbitration and/or court proceeding arising from or relating to this Agreement shall be entitled to an award of

reasonable attorney's fees and costs of litigation. However, if a prevailing party fails to first attempt to resolve the matter through mediation, or refuses to mediate within a reasonable time (i.e. within 45 days unless otherwise agreed) after a request has been made, then that party shall not be entitled to recover its attorney's fees as set forth in the Agreement.

### **13. Choice of Law**

California procedural and substantive law shall apply to any disputes arising from or relating to this Agreement without regard to any other choice of law rules. Further, the appropriate venue for enforcement of this Agreement is in Los Angeles County, California. Each party submits to personal jurisdiction before that court. This provision is valid and enforceable irrespective of the place of execution of this Agreement or the performance of this Agreement.

### **14. Important Miscellaneous Provisions / Entire Agreement**

Should any provision of this Agreement be held or deemed, for any reason, invalid, such provision shall be likewise deemed severed and shall not impact the validity of the remainder of this Agreement which shall remain binding and in full force and effect. Manager shall not be liable or otherwise responsible for Artist's breach of contract or act or omission, actual or alleged, as asserted by any third person, company, or other business entity. Artist shall indemnify and hold Manager harmless (including payment of reasonable outside attorneys' fees) from any and all claims arising from any act or failure to act or actual or alleged breach of contract by Artist. This Agreement contains the full understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements between the parties. This Agreement may be executed in counterparts.

All Parties acknowledge that they have carefully read and understand this Agreement and agree to be bound by its terms. This Agreement is voluntarily Approved, Accepted, Agreed, and entered with free will and without duress, and deemed effective as of the date set forth above.

Dated: \_\_\_\_\_, 20\_\_\_\_.

RSA Talent Management, LLC

\_\_\_\_\_  
[Manager's Signature]

By: [Print Name]: \_\_\_\_\_

Its: [Office/Position Held]: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Artist [Print Name]

\_\_\_\_\_  
Artist [Signature]