

# ACTORS CHOICE TALENT AGENCY

P.O. Box 163, Denham Springs, LA 70727 ~ 225-408-9857

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

[actorschoicetalentagency@gmail.com](mailto:actorschoicetalentagency@gmail.com)

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## **Exclusive Contract**

This Exclusive Contract made and entered into on \_\_\_\_\_ (date), between Actors Choice Talent Agency hereinafter called AGENT and \_\_\_\_\_ (Talent Name) also known as \_\_\_\_\_ (Talent Stage name, if applicable) hereinafter called TALENT who currently resides at \_\_\_\_\_ (Talent physical address).

This Exclusive Contract is to certify that TALENT wishes to be listed with AGENT in the State of Louisiana for employment in the entertainment industry. For jobs such as: Print, Convention, Runway, Industrial, Television, Film, Commercial and Related Industries. TALENT agrees to pay AGENT commission on all gross earnings for any project secured at the following rates: Ten Percent (10%) for all SAG Projects and Twenty Percent (20%) for all Non Union Projects. TALENT is to compensate AGENT for income derived from any work obtained. Any contact to future jobs made while on the job for AGENT will entitle the agency a commission on the future job as well. Commission will be due accordingly for any such jobs. Commission will be paid to AGENT on all entertainment industry jobs, including, but not limited to, film, television, commercial, expos, short film, PSA, advertisement, voice over, print, residuals, conventions, live performances, public speaking, talk shows, award shows, guest appearances, industrial videos, radio, podcasts, modeling, and any other industry based and/or media/performance within the entertainment industry.

Payments will be dispersed within ten (10) working days from the time AGENT is paid by the client and the payment successfully clears the bank. In the event that TALENT is paid directly, TALENT agrees to pay the appropriate commission to the AGENT within five (5) working days. TALENT is responsible for notifying AGENT for all checks received directly including any residual payments, even after termination of this contract. If a TALENT receives a residual payment, TALENT is responsible for paying proper commission as long as residuals continue. All checks and paperwork must be scanned or photographed and sent to AGENT with any payment. If TALENT does not pay owed commission Agent may seek legal action, TALENT will be required to pay all legal fees.

TALENT grants the AGENT full authority to demand, collect, endorse, deposit and receive in the TALENT'S name any and all payments to which TALENT may be entitled to. However, this shall not obligate the AGENT to demand or collect payments on behalf of the TALENT for failure of any client to pay. Late sign-ins and no shows will result in a deduction from TALENT total earnings, unless TALENT has prior approval from AGENT at least eight (8) hours prior to the booking.

This Exclusive Contract shall remain in full force and effect for one (1) year from the date of this instrument and shall be renewed automatically thereafter for additional terms of one (1) year unless cancelled by either party. Written notice must be given within thirty (30) days prior to the expiration date to cancel the renewal thereof. Both TALENT and AGENT reserve the right to cancel this contract at any

time, for any reason with a 30-day written notice. Contract cannot be cancelled if TALENT is being considered for a job or is booked on a job. If termination notice is received after a booking has been secured TALENT agrees to honor that booking or reimburse AGENCY for any and all costs incurred or revenue lost (including such commission that would have been earned, fees which may be owed to a client for incurred expenses as a result of TALENT's cancellation). At notification of termination AGENT will cease to submit, pitch, or promote TALENT. AGENT and TALENT will maintain professional relationship until auditions, offers and bookings cease.

TALENT will not give out personal contact information to any client for which TALENT was booked by AGENT, nor will TALENT contact any clients directly in which TALENT was booked by AGENT unless instructed to do so by AGENT. It is intended that the TALENT shall be an independent contractor. TALENT shall not be treated as employees for tax purposes, nor will TALENT hold AGENT or agent's employees liable for any damage that may occur when arriving, during, or leaving any job. Each party of this Contract assumes full responsibility for their own actions.

According to the terms and conditions of this contract, TALENT has been engaged by AGENT as an Independent Contractor to perform the services as an Artist, Actor or Model as set forth herein, and TALENT hereby accepts such engagement.

Actors Choice Talent Agency is very loyal to TALENT and all are treated with equality, fairness and respect without prejudice. TALENT must display loyalty to Actors Choice Talent Agency and follow the expected standard with fairness, respect and without prejudice.

- If TALENT is approached by another agent/agency, manager, talent scout, etc. for possible representation, training, school, or job offer, TALENT is to express loyalty and commitment to AGENT and refer the person to the AGENT for further discussion.
- AGENT will promote and discuss TALENT in a positive manner in increasing public awareness of all good deeds as well as great achievements and will give recognition to TALENT for all earned merit of any type including but not limited to the entertainment industry.
- TALENT is to likewise give credit to AGENT when receiving acknowledgement and/or award, within acceptance speeches, written acknowledgements, interviews, shout outs, public media, etc. in all aspects leading up to TALENTs execution of service which lead to the award, interview, interest in the TALENT.
- TALENT may not share any information, whether written or verbal, obtained from AGENT with anyone for any reason at any time, except for TALENT's attorney. This includes but is not limited to AGENT Contract, materials, emails, social media posts, blogs, media, videos, texts, verbal conversations, audition information, instructions, etc. Confidentiality is strictly enforced.

By initialing each line adjacent to the statements below, TALENT certifies that TALENT understands and agrees to the duties and terms of engagement of this contract.

- \_\_\_\_\_ a. TALENT understands that this Contract is exclusive in the **State of Louisiana**.
- \_\_\_\_\_ b. TALENT understands that the exclusivity of this Contract is within the State of Louisiana. However, TALENT may be promoted both locally and nationally.
- \_\_\_\_\_ c. TALENT understands that AGENT cannot guarantee TALENT any jobs.
- \_\_\_\_\_ d. TALENT understands that TALENT is an Independent Contractor.
- \_\_\_\_\_ e. TALENT understands that TALENT is not entitled to participate in any benefit that AGENT may provide for its employees including, but not limited to: worker's compensation, unemployment benefits, medical insurance, vacation, pension plans, stock or similar benefits.
- \_\_\_\_\_ f. TALENT agrees not to file unemployment or workers' compensation claims against AGENT, as TALENT is not an employee of AGENT.
- \_\_\_\_\_ g. TALENT understands and agrees that TALENT is responsible for all required federal, state, and local tax payments, as well as social security, unemployment, disability, and workers' compensation payments as required by law.
- \_\_\_\_\_ h. TALENT understands and agrees to indemnify and hold AGENT harmless of any claims, costs, losses, fees, penalties, or interest, arising from AGENT not withholding taxes from earnings.
- \_\_\_\_\_ i. TALENT understands and agrees to indemnify and hold AGENT harmless of any claim, costs, losses, fees, penalties, interest, or damages arising from not covering TALENT under any benefit plan offered to AGENT'S employees, including personal injury to TALENT or others related to the services rendered or property damage or property loss which TALENT may have or which may arise.
- \_\_\_\_\_ j. TALENT is freely entering into this Contract.
- \_\_\_\_\_ k. Entering this Contract does not violate terms of any third-party agreement.
- \_\_\_\_\_ l. TALENT will not utilize any invention, discovery, development, improvement, innovation, information or trade secret for personal or third party's gain.
- \_\_\_\_\_ m. TALENT is free to book extra/background roles independently or through AGENT. If extra/background jobs are booked through AGENT, TALENT agrees to pay all commission due.
- \_\_\_\_\_ n. TALENT is free to provide service to other parties upon notice and approval from AGENT.
- \_\_\_\_\_ o. AGENT is hereby granted the exclusive right to use and distribute and allow or license others to make use of and distribute TALENT's name, pictures, likeness, voice, sound

effect, caricature and booking information in connection with the advertising and publicity of the TALENT.

\_\_\_\_\_ p. TALENT agrees to keep photographs, sizes and contact information current with AGENT and on all sites utilized by Agency. TALENT who do not provide AGENT with the appropriate tools may not be submitted, pitched or promoted and TALENT may be released from contract for noncompliance of agreement.

\_\_\_\_\_ q. TALENT consents to and authorizes the use of photographs by the AGENT and the agency's authorized representatives, licensees, successors and assigns for any purpose whatsoever including without limitation: reproduction, publication, sale, display, broadcast and exhibition for promotion, advertising, trade, art or illustration. TALENT agrees the photographs may be used without further compensation for an unlimited time and that this agreement is irrevocable.

\_\_\_\_\_ r. Talent agrees that the photographs, the copyright in the photographs and all other rights in the photographs or copies or reproductions thereof are the sole property of the AGENT and that the AGENT may protect the copyright or dispose of or authorize the use of any or all such rights in any matter whatsoever. TALENT releases the AGENT and all other persons entitled under this agreement to use the photographs from all liability for libel, invasion of privacy, and all causes of action whatsoever in relation to photographs, their making and use, including without limitation any liability for alteration of the photographs, whether intentional or otherwise, that may occur during the making or subsequent use of the photographs.

\_\_\_\_\_ s. TALENT may NOT seek, meet with, reach out to, consider, accept meeting with, or approach any other Agent, Manager, Publicist or other representation, in Louisiana, without discussion and prior approval from AGENT.

\_\_\_\_\_ t. TALENT must be in continuous classes, training, workshops or coaching in order to be considered for principle roles. AGENT has a right to strongly discourage/encourage training from specific individuals or companies based upon their credentials, reputation, expertise or lack thereof. AGENT may specifically request that TALENT get more training prior to submitting or pitching TALENT. AGENT may refuse to submit or pitch untrained, unfit, unqualified or obstinate TALENT.

\_\_\_\_\_ u. AGENT is not required to make any loans or advances to TALENT. TALENT is not to request or ask for loans or advances on future payment from AGENT.

\_\_\_\_\_ v. Anyone who reads this contract or any paperwork of AGENT is not permitted at any time for any reason to share or disclose the contents thereof without express written permission by AGENT. No TALENT may use any of the information, paperwork, policies, ads, contract, information, videos, quotes, advice, techniques, methods, photos, images, writings, logos, art, design, likeness, décor, written word, connections, contacts, clients, associates, employees, files, addresses, phone numbers, emails, social media, titles, administration terms, clauses, instruction, procedures or anything written, verbal or otherwise to utilize for TALENT

own advantage outside of working with AGENT for any reason. Any TALENT who is a member or who was terminated from Agency remains under this confidentiality nondisclosure agreement.

IN WITNESS WHEREOF the undersigned have executed this Contract as of the date listed below. The parties hereto agree that facsimile/scanned/electronic signatures shall be as effective as if originals.

TALENT NAME: \_\_\_\_\_  
(Please Print)

TALENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
Talent Signature (Parent if Minor)

Talent Social Security Number: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_

AGENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## CODE OF ETHICS

1. TALENT will not engage in unlawful, unconstitutional or publicly immoral activities while under Contract.
2. TALENT will not publicly speak or perform in a negative, improper or unethical manner while under contract. This includes but is not limited to all public behavior socially and/or professionally. Communication: message boards, email, forums, interviews, chat rooms, Social Media. TALENT shall not rally or group other agency talent and meet as an agency group without express permission of AGENT. Note: Of course TALENT are free to participate in their causes and political opinion forums, etc. In all things we encourage dignity, care, logic, careful thought before any posting on social media so that what you writing does not hurt your career.
3. TALENT will not participate in any media, which includes pornography, or any other industry, which demeans or compromises the integrity of AGENT or others within the entertainment industry.
4. Commissions must be made to AGENT if TALENT is paid directly. TALENT is to notify AGENT when check arrives. Copies of entire checks and stubs are required to accompany all payments. Commission is figured on gross amount of pay. TALENT who do not pay AGENT will not be submitted for future roles and will be placed on inactive status until commission is paid in full. TALENT may not contact any clients directly.
5. TALENT will refrain from gossip (even on set). If TALENT or AGENT speaks about others it is expected that discussion is only in a positive manner.
6. TALENT will provide all necessary tools, media and materials in order to promote TALENT. If adequate tools are not provided, then TALENT will not be promoted.
7. If TALENT agrees to an audition or booking then TALENT must follow through with the audition or booking. If TALENT does not attend an audition or booking after agreeing, then talent will be placed on probation. TALENT must attend auditions set up by AGENT, if TALENT is not booked out, then TALENT must be available. It is TALENTs responsibility to notify AGENT immediately of any book out dates.
8. All talent must be professionally trained. No exceptions.
9. TALENT will keep any and all information obtained in any manner through AGENT top secret and shall not share with anyone for any reason at any time. Confidentiality is part of our contract and is strictly enforced.

# **CHECK AUTHORIZATION**

FOR Actors Choice Talent Agency

**TO: AGENCY:** Actors Choice Talent Agency  
**ADDRESS:** P.O. Box 163  
**CITY:** Denham Springs  
**STATE:** La.  
**ZIP:** 70727

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**FROM:**

**Talent Name:** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

**Talent's SS#:** \_\_\_\_\_

**To whom it may concern:**

**Please consider this as my request and authorization for you to direct all wages due me in care of my agent (listed below). I authorize my agent (listed below) to receive and collect any and all wages due me.**

**PLEASE SEND MY COMPENSATION FOR EMPLOYMENT TO:**

<p>Actors Choice Talent Agency P.O. Box 163 Denham Springs, La. 70727</p>
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**This authorization shall remain in effect until written notice of revocation thereof. If your accounting is handled elsewhere, please advise them of this letter. This authorization supersedes all other notices.**

**Thank you for the opportunity to work with you.**

**Sincerely,**

\_\_\_\_\_  
Talent's Name (printed)

\_\_\_\_\_  
Signature of Talent (Parent or Guardian if minor talent)

# CHECKS GO TO AGENT'S ADDRESS NOT TALENT'S ADDRESS!

When Agent books Talent on a job, Talent will have to fill out paperwork for payroll purposes such as a Voucher or a W-4 and other papers.

Talent MUST put AGENT'S ADDRESS on the Voucher (P.O. Box 163, Denham Springs, LA 70727).

If Talent is unsure of what to do when filling out paperwork, PLEASE ASK Agency! Text Agent immediately for instructions, questions or clarification. Agent's contact information should be on Talent's resume also.

The reasons Talent MUST put Agent's address is: (1) Agent negotiated the payment for Talent and it needs to be verified by Agent for correctness. Agent will contact payroll for any inaccuracies on checks. (2) Agent will process Talents check and deduct proper commission depending on the job.

If Talent receives a check at home for any payment that isn't a check from Actors Choice Talent Agency (Agent), Talent MUST contact Agent PRIOR to cashing any checks.

If Talent fails to notify Agent of receiving payment from another source, and Talent intentionally avoids paying agency commission, Agent may terminate Talent immediately.

\_\_\_\_\_  
Talent's Name Printed

\_\_\_\_\_  
Talent Signature (Parent Signature, if Talent is minor)

\_\_\_\_\_  
Date

LIMITED POWER – OF – ATTORNEY

BY: \_\_\_\_\_  
(Adult Talent Name)

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

TO: ACTORS CHOICE TALENT AGENCY

\_\_\_\_\_  
(Parish/County)

KNOW ALL MEN BY THESE PRESENTS:

That I, \_\_\_\_\_, of the full age of majority and a resident of  
(Adult Talent Name)

\_\_\_\_\_, State of \_\_\_\_\_, do hereby make, name, constitute and appoint:  
(Parish/County) (State)

ACTORS CHOICE TALENT AGENCY

My true and lawful Attorney-in-Fact, for me, and in my name, place and stead, in accordance with the following:

Actor’s Choice Talent Agency (hereinafter “ACTA”) represents me in the capacity of a talent agent. I have signed a contractual agreement with ACTA to represent me in matters of obtaining employment in the field of entertainment. Payment for these services will be mailed to ACTA, but I anticipate that the checks will be made out in my name, or in my name and ACTA. I want ACTA to be able to negotiate these checks and am hereby granting the following Limited Power-Of-Attorney.

I give and grant unto my said Attorney-in Fact, Actors Choice Talent Agency, full power and authority to sign and endorse on my behalf any documents and checks made payable to me, or any checks made payable to me and ACTA, that are received for services through my contractual agreement with ACTA. These checks are for payment of services through ACTA, and will be issued by various entertainment companies, including EMS, Inc., Empire Films, Inc., Caps Universal and others. The President and Vice President of ACTA has been appointed with full authority to sign, negotiate, cash, and or deposit the checks that are received in payment to me from any entertainment company.

THUS DONE AND PASSED, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in the presence of \_\_\_\_\_ and \_\_\_\_\_, competent witnesses who have hereunto signed their names with appearer and Notary, after reading of the whole.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Adult Talent)

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC