

TWERKS & PERKS AGENCY AGREEMENT

Made this 30th day of August, 2014

Between; Miss/Mrs/Ms _____

(Model) whose residence is as follows _____

(hereinafter referred to as "the Model") and Twerks & Perks (the Agency); whose office address is London, United Kingdom (hereinafter referred to as "the Agency")

A. Definitions:

1. The Model - shall mean Miss/Mrs _____
2. The Company – shall mean Twerks & Perks (the brand, agency, service and any authorised employees).
3. Both parties – shall mean both the Model _____ & Twerks & Perks (the Agency).
4. Services – shall mean variety of entertaining and performance roles including but not limited to hosting, twerking, pole dancing and stripping.
5. Management – shall mean partners of Twerks & Perks or any other authorised employee.
6. Job/Work - shall mean each and any designated pre-agreed job, appearance or party booked for the Model via the Agency.
8. Venue – shall mean the venue designated and as instructed by the Company specified for job, appearance or party.
9. Model Working Rules – shall mean the set of rules and conditions imposed by the company, the Model agrees to respect and adhere to at all times whilst representing the Twerks & Perks brand.
10. The Term: shall be two (2) years with a two (2) year extension of this agreement if all parties adhere to the listed terms from the date of signature.
11. Territories:

World B. Agreed Terms:

Both parties agree to the following listed Twerks & Perks agency agreement commitments, which are to be delivered during the term of this agreement:

The Model agrees to the following terms and commitments:

1. That they are exclusive to the Agency for all modeling, dancing and appearance work/jobs.
 2. To do two (2) promo videos for free on joining the Agency.
 3. Attend Agency run events at least four (4) times a year.
 4. To promote the Agency and Twerks & Perks brand daily online and wherever possible.
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5. To add the Agency contact/booking info to all social platforms and promotional material.
6. Not to upload or give content to be uploaded on any personal or third party website or YouTube/Video channel without prior consent of the Agency and upon agreement between both parties.
7. To pay an Agency commission of 30% of all bookings and third party endorsements.
8. Not to engage any third party agents, or managers without the prior written consent of the Agency.
9. Not to work for any competitive brands, clubs or similar services during the term of this agreement and for an additional three (3) months upon termination of agreement.
10. Not to exchange personal contact details including but not limited to: email, phone numbers, Instagram, Keek, Facebook, Twitter or any other social networking site details with any clients or potential competitors during the term of this agreement.
11. To report any/all incidents of harassment, abuse or any business proposals immediately to the Agency.
12. To ensure all contact details provided to the Agency are relevant and up to date at all times.
13. To take responsibility for own tax, contributions or payments as a self-employed person.
14. To take responsibility for own property and possessions whilst at a job/work.
15. Not to share any company information, images, contact details, clients or business with any third party or other models, dancers, competitors, etc during the term of this agreement.
16. To report to all jobs/work at least one (1) hour before booking is scheduled for.
17. To give Management twenty-four (24) hours' notice if unavailable for any client booking, job or work.
18. To attend a scheduled Twerks & Perks photo shoot which will be paid for by the Agency.
19. To respect the Twerks & Perks Working Rules, including the no drugs and/or alcohol policy during any jobs/work and client bookings.
20. To conduct self in a polite, friendly and professional manner at all times.
21. To not have any personal calls or visitors whilst at a job/work or client booking.
22. To not accept any tips, cash, gifts or payments directly from any third party client, business associates or competitors.
23. To not accept any lifts from any clients, business associates or competitors.
24. To not discuss any payments, income or agreed shares with any third party, client, business associate or competitor.
25. To not discuss any cost, income, sales or company business with any third party.

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26. To not use any Agency marketing material, concepts or images without prior approval of the Agency.
 27. To not attend any videos, photo shoots, job/work or client bookings without the prior consent and approval of the Agency.
 28. To not act in an inappropriate manner whilst representing Twerks & Perks which could bring the Agency or Brand into any disrepute.
 29. To complete a Twerks & Perks booking form for any scheduled job/work or Client booking.
 30. To respect and maintain all Agency client confidentiality.

C. The Company agrees to the following terms and commitments:

1. To ensure the upmost safety of all models when working on behalf of Twerks & Perks.
2. To ensure payment is provided to each model at the end of each job/work on time and accurately in accordance to precisely what has been earned.
3. To ensure all personal and contact details for each of the dancers is stored securely and all information received is maintained as confidential to the Agency.
4. To provide all of the Models with a Twerks & Perks photoshoot to be used for marketing purposes for the Agency, Brand and it's Services ONLY.
5. Provide jobs/work in accordance with the listed roles in Clause H.1.2

D. Confidential Information

1. In the course of providing all Services the Model may be exposed to information about the business of the Agency, the suppliers and customers of the Agency (and possibly also it's associated companies) which is confidential or is commercially sensitive and which may not be readily available to competitors or the general public and which if disclosed would significantly harm the Agency and/or its associated companies or Clients.
2. The Model must not, whether during or after the termination of this agreement, except as authorised or required to provide the Model Service for the Agency, reveal to any person, firm, company or organisation or otherwise make use of any trade secrets, secret or confidential operations, processes or dealing or any information (other than that within the public domain) concerning the organisation, business, finances, transactions or affairs of the Agency (including lists of the customers or clients of the Agency) which may come to the Models knowledge during the term of this agreement.
3. Nothing in this agreement will prevent the Model from disclosing information to comply with a Court Order or in performance of any statutory obligation.

E. Restrictions on Use and Disclosure.

The Model agrees and understands that Proprietary, Information and Intellectual Property is extremely valuable to the Agency and its affiliates, licensors, suppliers, clients and vendors. Accordingly, the Model agrees during the term of this agreement and thereafter that they:

1. Shall hold all Proprietary Information in confidence and trust for the benefit of the Agency services provided and of the Agency and both parties;
2. Shall not copy or use (or allow any colleagues, or third parties to copy or use) any Proprietary Information, except as may be necessary to perform the Agency services;
3. Shall not disclose or otherwise make available any such Proprietary Information to any third party except as authorized in writing and in advance by the Agency. All Proprietary Information is and shall remain the sole property of the Agency.

F. Exclusions

The foregoing restrictions on use and disclosure shall not apply to any Proprietary Information to the extent the Agency can prove such Proprietary Information.

1. Is or has become generally known to the public through no unlawful act of the Model;
2. Was known to the Model at the time of its disclosure by the Company, as evidenced by the Model's written records;
3. Was independently developed by either party without any use of the Proprietary Information, as evidenced by written records;

G. Return of Company Property

1. On termination of this agreement for whatever reason or immediately on request, the Model shall deliver up to the Company all equipment and all materials of whatever nature deemed as intellectual property including but not limited to documents, working papers, correspondence, memoranda, merchandise, uniforms, notes or any other material and copies provided to or prepared by the Model pursuant to this agreement.
2. The ownership of all such property will at all times remain the exclusive property of the Agency and the Model will not make, keep or use in any way any material, copies or extracts of them.

H. Agreed Roles

1. The Model agrees to be available and provide _____ services during the term of this agreement.
2. The Model is not available for any jobs/work on _____.

I. GOVERNING LAW

1. Both parties agree a waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by both parties.

2. Both parties agree that they have read and fully understood all terms, definitions and notes within this agreement. Both parties further agree that they have received independent legal advice on this agreement and partnership or have chosen to waive any/ all legal and moral rights to do so.

3. Both parties further agree that if any clause or any part of this agreement or the application thereof to any person shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, such judgment shall not affect the remainder of the agreement which shall continue in full force and effect.

4. The validity, construction, and performance of this agreement, are governed by the laws of England and Wales, the courts of which shall be courts of competent jurisdiction.

Read and agreed by:

Miss/MRS _____ “the Model”

(Print Name)

(Signature)

(Dated)

OBO Twerks & Perks “the Company”

(Print Name)

(Signature)

(Dated)

Witness

(Print Name)

(Signature)

(Dated)