

DONNA BALDWIN AGENCY

Talent Agreement (Media)

THIS AGREEMENT is made and entered into this 12 day of December 2022 between Denver Model & Talent Ltd., DBA Donna Baldwin Agency, (hereinafter referred to as 'AGENCY'), located at 925 W. 7th Avenue, Denver, CO 80204, and Kimberley Pember (herein referred to as 'TALENT').

DEFINITIONS

CLIENTS: Are all persons or companies who hire talent to perform any of the services covered by this Agreement.

AGREEMENT

IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, and the PARTIES HERETO AGREE AS FOLLOWS:

I

DURATION AND TERMINATION OF AGREEMENT

The term of this Agreement is one year from the above date and shall thereafter be deemed to be renewed upon the same terms and conditions, yearly thereafter unless either TALENT or the AGENCY gives a least 30 days written notice prior to the expiration of the original term or any subsequent term of their wish not to renew the agreement.

II

AUTHORIZATION TO ACT AS AGENT

TALENT hereby designates AGENCY to be TALENT'S exclusive agent and manager. TALENT authorizes AGENCY to obtain commercial print, promotional work, television, voice over, motion pictures, commercials, video, industrials and similar assignments. TALENT authorizes AGENCY to negotiate all roles and behalf of TALENT including any rebuys owed talent on performed during the duration of this contract.

III

NO GUARANTEE OF WORK

AGENCY agrees to make good faith efforts to obtain work assignments for TALENT, however, TALENT acknowledges that AGENCY has not made any guarantees as to the number of work assignments, if any, that AGENCY will obtain on behalf of TALENT.

IV

AGENCY IS NOT AN EMPLOYMENT AGENCY

TALENT acknowledges and understands that the AGENCY is not an employment agency and that AGENCY has not offered, attempted or promised to obtain employment for the TALENT and that AGENCY is not obligated, authorized, licensed or expected to do so.

V

OTHER REPRESENTATIONS

During the term of this Agreement, TALENT shall not be represented by any other agents of agencies in the State of Colorado. At all times, the AGENCY may represent and offer their services to other clients.

VI

COMPENSATION

(Payment Upon Receipt)

TALENT agrees to pay AGENCY a commission of fifteen (15) percent on all non-union work and ten (10) percent on union work except for commercial print and live promotions which TALENT agrees to pay twenty (20) percent commission. CLIENTS are to make payment of entire amount to AGENCY. Upon receipt of payment from CLIENTS AGENCY will reduce commission and pay over balance to TALENT on following day.

VII

WORK VERIFICATION

Talent shall promptly verify hours worked and provide any receipts for reimbursement promptly after job has completed.

VIII

CLIENT'S FAILURE TO PAY

Should CLIENT fail to make payment or should CLIENT'S check bounce, then TALENT shall bear loss for TALENT'S Share of payment owed. If TALENT received from AGENCY any money in advance of payment by CLIENT or of CLIENT'S check clearing, the TALENT must reimburse AGENCY if payment is not made or if CLIENT'S check bounces. TALENT agrees to allow AGENCY to withhold such reimbursements from TALENT'S future payments until paid. TALENT will not have to reimburse AGENCY for any commission not received pursuant to this paragraph.

Talent Signature: Kimberley Pember

Print Full Name: Kimberley Christann Pember

Address: 2460 Hawthorn Ave

City: Boulder State: CO Zip: 80304

Work Phone: 936.414.2605

Home Phone: _____

IX

POWER OF ATTORNEY

TALENT hereby agrees to appoint AGENCY as TALENT'S lawful attorney-in-fact with full authority to demand, collect and receive in TALENT'S name any and all payments, whether by cash, check or otherwise due to TALENT. AGENCY is entitled to make, execute and deliver receipts; and endorse deposit and collect any check, note, draft, or other instrument for the payment of monies payable to TALENT'S order and to sign photographic releases and to do and perform any manner of thing whatsoever for, on behalf, and in TALENT'S name, all in connection with TALENT'S services which are covered by this agreement.

X

PHOTO RELEASE

AGENCY is hereby authorized to use TALENT'S name, portrait, video recordings, statistics, photograph and other likenesses to promote TALENT in connection with AGENCY'S representation of TALENT.

XI

INDEPENDENT CONTRACTOR

TALENT acknowledges that TALENT is an independent contractor and not an employee of AGENCY. TALENT is solely responsible for paying any taxes, withholding and social security contributions which TALENT may become obligated to owe. TALENT additionally acknowledges that AGENCY will not be responsible for supplying Workman's Compensation benefits, medical insurance or any other benefits of any kind.

XII

ACKNOWLEDGEMENT OF NON-SOLICITATION

If TALENT was previously working for another agency, it is acknowledged that TALENT was not solicited in any manner to enter into this agreement. TALENT further acknowledges that this Agreement has been entered into of TALENT'S own free will. KAP (Initial if applicable).

XIII

REFERRAL OF WORK

Should TALENT receive offers of additional work assignments not obtained directly by AGENCY, TALENT shall refer these work assignments to AGENCY. TALENT may not accept any work assignments not approved or authorized by AGENCY.

XIV

TOOLS OF TRADE

TALENT will diligently cooperate in obtaining, preparing and maintaining necessary tools of TALENT'S trade, including but not limited to head shot, resume, voice recordings, video recordings, etc. TALENT acknowledges that the costs incurred in obtaining these tools of the trade will be at TALENT'S sole expense.

XV

ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties.

XVI

PARTIAL INVALIDITY

The invalidity of anyone or more of the provisions herein contained shall not be deemed to invalidate the rest of the Agreement.

XVII

WAIVER

No waiver of any breach of, or default, under any provision of this Agreement shall be deemed a waiver of such provision, or of any subsequent breach or default.

XVIII

MODIFICATION OF AGREEMENT

This document embodies all of the terms, covenants and conditions of the Agreement and cannot be changed in any part without written consent of both parties.

XIX

TRADE SECRETS

During both the term of this Agreement and after the termination or expiration of this Agreement, TALENT hereby agrees not to disclose the AGENCY'S trade secrets, promotion plans or managerial information to any other person or company.

XX

SUPERSEDES ALL PRIOR AGREEMENTS

This Agreement supercedes all other agreements between the parties whether or not the previous agreements are to be written or verbal.

XXI

SAG/AFTRA CONTRACTS

Any applicable SAG/AFTRA Contract will not be affected by this agreement and will take precedence with respect to any conflicting terms.

Social Security Number: 452-75-9190

Date of Birth: 12.17.77

SAG Number: 11596625

Parent Signature: (If applicable) _____

By: _____

DENVER MODEL & TALENT LTD, DBA DONNA BALDWIN AGENCY