

061 401 2952

shuhari.agency@gmail.com

To: Applicant

# Welcome to Shuhari Agency

This agreement is entered between Shuhari Agency (the "Agency") and the Model, hereafter referred to as "the Parties."

# **I. Engagement of Services**

The Model agrees to provide professional modeling services for various assignments coordinated by Shuhari Agency, in return for a commission of 20% of the model's total earnings for each assignment.

## 2. Liability Disclaimer

The Model acknowledges that Shuhari Agency shall not be held liable for any injuries, damages, or mishaps that occur while on set, at shoots, or during any work assignment. The Model assumes full responsibility for their own personal safety and well-being, as well as for the condition and security of any personal equipment they bring to set.

- Shuhari Agency is not responsible for the loss, damage, or theft of any personal equipment or belongings brought by the Model to any work assignment or set.
- Shuhari Agency assumes no liability for any injuries sustained by the Model during travel, preparation, or participation in any work assignments.

# 3. Intellectual Property & Usage Rights.

All photographs, videos, and other media captured during shoots organized by Shuhari Agency shall be the sole property of the Agency. The Model agrees that these images and videos cannot be used to apply to other agencies.

- Shuhari Agency reserves the right to use these images for promotional, advertising, and commercial purposes, including but not limited to social media, websites, and marketing materials.
- The Model acknowledges that they will not claim ownership or copyright over any media produced during work assignments organized by the Agency.

#### 4. Social Media Promotion (Optional)

While not mandatory, the Model is encouraged to add "Represented by @ShuhariAgency" to their social media bio to help promote the agency and create a collaborative community.

Shuhari Agency



061 401 2952

shuhari.agency@gmail.com

To: Applicant

## 5.Payment Terms & Agency Commission

Shuhari Agency will retain a commission of \*20%\* from the total earnings of the Model for each assignment secured through the Agency.

- Payments will be processed within 14 business days after the completion of the assignment and after the Agency has received full payment from the client.
- The Model will be responsible for reporting and paying any taxes on their earnings.

#### 6. Non-Exclusivity Clause

The Model acknowledges that this contract does not establish an exclusive relationship with Shuhari Agency unless otherwise agreed upon in writing. The Model is free to seek work outside of the agency; however, any work secured through Shuhari Agency must be subject to the terms outlined in this contract.

### 7. Termination of Agreement

Either party may terminate this agreement by providing written notice. However, any work or contracts secured by the Agency on behalf of the Model prior to termination must still honor the terms of this agreement, including the 20% commission clause.

# 8. Confidentiality

The Model agrees to maintain confidentiality regarding any sensitive or proprietary information about the Agency, its clients, or upcoming projects. This includes, but is not limited to, shoot details, client information, and the Agency's internal operations.

# 9. Governing Law

This agreement shall be governed and construed in accordance with the laws of South Africa. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of the City

Shuhari Agency



061 401 2952

To: Applicant

# 10. Force Majeure

Shuhari Agency will not be held responsible for any failure to perform its obligations under this agreement due to circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, or other unforeseen events.

IN WITNESS WHEREOF, the Parties have executed this agreement on the date set forth below.

<u>Talent</u>

Full Name + Surname: Marlon Dzingwa

Date: 10/11/2024

Thanks and best wishes,

Odwa Nonyati

Shuhari Agency Team

Shuhari Agency