



Talent Agency Agreement

XO TALENT AGENCY, LLC

This Talent Agency Agreement, hereafter referred to as "Agreement", is made on the date of provided digital consent (the "Effective Date") by You (the Talent) and XO Talent Agency, LLC, hereafter referred to as "XO". By submitting an online application for this event, You agree to be bound by the terms and conditions outlined in this agreement.

Section I: Definitions

Event: The term "Event" shall mean any event in which a person, product, service or corporate entity is promoted, publicized or otherwise marketed for the purpose of spreading brand awareness, generating leads, generating sales or educating consumers.

Client: The term "Client" shall mean any individual or group of individuals who have engaged XO to perform promotional Event services. The term "Client" shall refer to both human and corporate entities.

Venue: The term "Venue" shall mean any place, facility, area or location in which a promotional Event takes place.

Section II: Responsibilities

- A. Talent is responsible for providing own transportation to and from Events. Talent shall not assume reimbursement is available for all Events. The ability to reimburse transportation costs will first be negotiated between XO and the Client, and the Talent will be notified on an event-by-event basis on the status of reimbursement.
- B. Talent is responsible for notifying XO within 72 hours of any scheduling changes that will ultimately affect XO's ability to staff an Event in which Talent was previously scheduled to work.
- C. Talent agrees to conduct himself or herself in a manner that reflects positively on both XO and the Client being represented.
- D. XO agrees to provide marketing based services through its various avenues and business networks to aid in the development of promotional event staffing opportunities for the Talent. XO does not guarantee opportunities for Talent at any time.
- E. XO will act as the managing party and point of contact between the Talent and Client, which includes negotiating all compensation, dress codes, event details, payment processing and other administrative functions.

Section III: Terms & Conditions

- 1. **Entire Agreement**
This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.
- 2. **Independent Contractor**
Talent agrees to perform Event staffing services on behalf of XO as an Independent Contractor. Talent is not an employee of XO and, therefore, is not entitled to receive employee benefits or employee compensation. XO shall not be held responsible for withholding taxes with respect to Talent's compensation hereunder. Talent agrees to have no claim against XO in any dispute regarding worker's compensation, vacation pay, sick leave, retirement benefits, social security, health or disability benefits, unemployment insurance benefits or employee benefits of any kind. Talent assumes full responsibility for providing own medical, dental, liability and personal property damage insurance in their own name. Talent agrees that any licenses or permits for performing the Event staffing services in this Agreement shall be the responsibility of Talent and will not be covered at the expense of XO.



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3. Conflict of Interest

Talent agrees that she or he is free to enter into this Agreement and this Agreement shall not violate the terms of any agreements between the Talent and a third-party. Talent agrees not to engage in the promotion of any third-party entity during an Event staffed by XO.

For any Client, prospective Client or third-party resource introduced to the Talent by XO for the purpose of on-going agency and Event staffing operations, Talent agrees that no attempt to circumvent XO will be made for a period of one (1) year after either the Effective Date of this agreement or the last date of work, where the Talent provided Event staffing services for the the Client on behalf of XO, whichever event occurs later.

Talent shall not cause or attempt to cause any Client, prospective Client or third-party partner of XO to cease doing business with XO or do less business with XO. Talent shall not be permitted to discuss, plan, contract with, or execute any Event with XO's Clients directly. Talent shall refer any business inquiries stemming from the Talent's relationship with XO, whether from an XO Client or a third-party, to XO and provide XO with an immediate written notice. Talent shall not pursue or facilitate any unprofessional relationship or social activity with an XO Client that could damage or potentially damage the relationship between XO and the Client.

Talent shall contact XO immediately prior to any engagement with an XO Client, in which the Talent does not fully understand the applicability of this Agreement in regards to the professional working relationship between Talent and any XO Client. XO agrees to provide clarification to the Talent on such matters in a reasonable amount of time.

4. Waiver, Release and Indemnification

Talent acknowledges the inherent risk of performing Event staffings services at different Venues, including bars, clubs, stores, stadiums, outdoor venues, theatres, casinos or other venues. Talent understands and assumes to inherent risks of such Venues, which may include overcrowding, intoxicated persons, low lighting/reduced visibility, strobe lighting, surface hazards, smoking areas, hazardous weather, etc. Talent hereby understands that XO has no control, directly or indirectly, over any Venue. Accordingly, Talent understands that he or she may be exposing his or her self to serious bodily harm. Therefore, Talent holds XO and its officers, agents, servants, attorneys, employees and independent contractors harmless for all acts and omissions of third parties including, but not limited to, Venues, the patrons, staff, employees and independent contractors of said Venues, security personnel, cooking personnel, bartenders, maintenance personnel, audio-visual personnel, performers, and guests and invitees of XO's Clients.

5. Authorization for Usage of Photos, Voice, Performance and Likeness

Talent hereby authorizes XO, its Clients and their respective employees, agents, and personnel who are acting on behalf of XO, to use his or her name, provided and taken photographs or other likeness for purposes related to the promotion of XO's Event staffing services, including but not limited to publicity, marketing, and promotion of the any XO staffed Event, XO or its Clients, without additional compensation.

Talent understands their photograph or likeness and voice may be copied, modified, and distributed by means of any and all media now known or hereinafter invented, including but not limited to video presentations, radio distribution, new bulletins, flyers, posters, billboards, placement on websites, or publications without terminal or time limitations.

Talent acknowledges that XO has the right to make photographs, audio recordings, videotape, or disk presentations, or other electronic reproduction of their name, image, voice, and performance in accordance with this agreement. Talent hereby waives any rights to inspect or approve the finished product, or any material in which XO may eventually make usage of.

Talent relinquishes and gives XO all rights, title and interests in provided photographs taken during XO staffed Events, including any copyright therein. This consent and release shall be binding upon the Talent's heirs, successors, assigns, and legal representations.

Talent understands that, although XO will endeavor to use their photograph or likeness in accordance with standards of good judgment, XO cannot warrant or guarantee that any further dissemination of their photograph or likeness will be subject to XO supervision and control. Accordingly, Talent releases XO and its clients from any and all liability related to the dissemination or use of their name, photograph or likeness, reproduction, distribution and display in print



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or any and all other media, and any alteration, distortion or illusionary effect, whether intentional or otherwise, in connection with said use. Talent also understands that this authorization is irrevocable and that he or she may not withdraw their permission for the use of these materials at any time in the future.

6. Limitation of Liability

Each party will not be liable to the other party under this Agreement for indirect, incidental or consequential damages arising in connection with this Agreement. This includes non-work related incidents such as traffic accidents to/from events, parking tickets, transportation fares, acts of God and any other event beyond the reasonable control of XO.

XO shall not be held liable to Talent on account of any personal injuries or property damage sustained by Talent in performance of Event staffing services. Talent shall indemnify and hold XO harmless from all liability for personal injuries or property damage directly related to the performance of contracted services.

Talent agrees, for any event requiring the operation of a motor vehicle, Talent has the full legal authority and capacity to operate the vehicle in all areas travelled. Talent releases XO from any responsibility and/or wrongdoing for any transportation related event that results in the injury to Talent, vehicle passengers of Talent and damage to the vehicle itself.

7. Unconditional Waiver of Claims Against XO and XO's Clients.

Talent, for himself or herself, along with his or her heirs, executors, administrators, legal representatives, assignees and successor in interest (collectively "Successors"), hereby waives, releases and discharges XO and all of its Clients (collectively "Releasees") from any and all claims, except for breaches of this agreement, relating to the services the Talent has undertaken for XO. This waiver and release includes any claims arising from the releasees own negligence, which Talent has or which may hereafter accrue to Talent, and agrees to Hold the Releasees harmless from any and all damages which may be sustained by Talent directly or indirectly in connection with, or arising out of, Talent's participation in the activities contemplated by this Agreement.

8. Alcohol & Drug Policy

Talent agrees that he or she fully understands the drinking and drug laws of the United States of America and will not consume alcohol or drugs while working Events on behalf of XO. Furthermore, Talent understands that neither XO, XO's independent contractors or XO's Clients have the authority to permit alcohol or drug consumption before, during or after Event hours. Therefore, Talent holds XO and its officers, agents, servants, attorneys, employees and independent contractors harmless in all disputes arising from Events in which the Talent has violated these terms.

9. Talent agrees that he or she is at least 18 years of age and legally able to work in the United States at the time of acknowledgement for this Agreement. Talent agrees to provide undisputed proof of such, including, but not limited to, a current legal drivers license and/or U.S. passport, upon the request of XO. Talent agrees to carry legal identification when working promotional Events on behalf of XO.

10. Payments

XO agrees to compensate Talent for Event staffing services performed on an event-by-event basis in which a rate is previously agreed upon. XO reserves the right to deduct or withhold Talent compensation in the event that the Talent fails to perform the Event staffing duties satisfactorily, as determined by XO or XO's Clients. Unsatisfactory performance includes, but is not limited to late arrival, failure to attend, performance prompting serious complaints from an XO Client and behavior that damages the reputation of XO or its Clients. Talent agrees to allow XO no less than 60-days after the last day of an Event worked to provide compensation before any further actions are taken.

11. Successors and Assigns

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

12. Waiver

Waiver by one party hereto to breach any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.



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13. Assignment

This is a personal services agreement. Accordingly, Talent shall not assign any of his or her rights under this Agreement, or delegate the performance of any of his or her duties hereunder, without the prior written consent of XO.

14. Notices

Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified, postage prepaid, return receipt requested. Notice may also be given by electronic mail. If notice is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice or demand is given by electronic mail, notice shall be deemed constructively made at the time it was sent. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five (5) days after deposit in the United States mail.

15. Covenant Not to Sue

Talent agrees never to institute any suit or action at law or equity or claim for relief against the Releasees or their officers, agents, servants, employees, or independent contractors and agrees not to initiate or in any way assist the prosecution of any claim of damages, cause of action or seek equitable relief which Talent or his/her successors hereafter may have by reason of injury to Talent or his/her property arising from the activities contemplated by this Agreement.

16. Choice of Law

The laws of the State of Missouri, without regard to principles of conflicts of laws shall govern the validity of this Agreement, the construction of its terms and the interpretations of the rights and duties of the parties hereto.

17. Arbitration

Any controversy arising out of the terms of this Agreement or its interpretation shall be settled by neutral, binding arbitration in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof. Any dispute at equity or within the jurisdiction of small claims court is exempt from arbitration. The prevailing party in any of the aforementioned proceedings shall be entitled to their costs and attorneys' fees. Should either party commence an action, small claims and equitable actions excepted, without first attempting to resolve the matter through arbitration, or refuses to arbitrate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. In the event of arbitration, a small claims action, an action for equitable relief or any other legal proceeding, such proceeding(s) shall occur within the County of Saint Louis City, State of Missouri.

18. Unenforceability of Provisions

If any provision of this Agreement, or any portion thereof, is held to be invalid or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

19. Opportunity to Review

Talent agrees that he or she has read this Agreement in full, understands the entire Agreement and is willing to be bound by its terms. Talent agrees that he or she has been a fair opportunity to review the Agreement and any disputes the Talent may have with the terms of this Agreement have been settled with XO and, as a result, any changes, amendments or updates are reflected in this Agreement.

20. Modification or Amendment

No modifications, amendments, change or update shall be valid unless in writing signed by both Talent and XO.

21. Termination

XO reserves the right to terminate this contract immediately with or without cause or good reason.