

ARTIST AGREEMENT AND RELEASE

THIS ARTIST AGREEMENT AND RELEASE ("**Agreement**") is made and entered into

AS OF: _____ *[enter today's date]* ("**Effective Date**")

BETWEEN: _____ ("**Producer**"), and

_____ *[enter Artist's Legal name]* ("**Artist**")

REGARDING: _____ *[enter tentative title of film]* ("**Project**").

For and in consideration of the terms, covenants, conditions and mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Producer and Artist (each a "**Party**" and collectively the "**Parties**") hereby agree to be bound by the following Agreement:

1. **ENGAGEMENT**

Producer hereby engages Artist to render for and/or on behalf of Producer services as an actor/model in the Project, which may require Artist to be filmed and/or photographed in the nude and/or perform scenes that are sexually explicit (the "**Services**"). The Services shall be broadly defined to include, without limitation, all filmed work, all still photography, all voice recordings, all pre-production activities, all post-production activities, all retakes and such other services as are customarily performed or required to be performed by an actor/model in connection with a filmed work.

In rendering the Services, Artist shall (a) act conscientiously and with regard to the efficient production of the Project, (b) devote his/her best efforts and abilities thereto, and (c) comply with and observe all lawful policies, directives, requests and instructions which may be given to him/her by Producer from time-to-time, whether or not the same shall involve matters of artistic taste or judgment.

2. **COMPENSATION**

Producer shall pay to Artist the sum of _____ *[enter total amount payable to Artist for the Services]* as Artist's sole and exclusive compensation for the Services, subject to any tax or other withholding obligations that Producer may have under applicable law (the "**Compensation**").

The Services are to be performed by Artist on _____ *[enter date on which the Artist is to render the Services]* (the "**Service Date**").

Notwithstanding the foregoing, Producer shall have the right to terminate this Agreement in the event principal photography for the Project fails to occur on the Service Date without being obligated to pay any Compensation to Artist.

3. **RELATIONSHIP**

Artist hereby acknowledges and agrees (a) that he/she is entering into this Agreement as, and will remain at all times while rendering the Services, an independent contractor, (b) that he/she is not and will not at any time while rendering the Services become an employee of Producer, (c) that no express or implied employment agreement between he/she and Producer shall be created by this Agreement, (d) that he/she is not entitled to reimbursement of any expenses (except as otherwise specifically set forth herein), (e) that he/she is not entitled to any of the rights or benefits afforded to employees of Producer, including, without

limitation, disability insurance, life insurance, unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefits, (f) that he/she shall have no authority to incur any obligations on behalf of Producer, to make any commitments on behalf of Producer or to otherwise represent him/herself to be an agent or representative of Producer in any instance, and (g) that he/she shall not in any way hold him/herself out as an employee of Producer to any individual, entity or agency or to seek benefits of any kind from any individual, entity or agency, based upon such claim or statement.

No statements made by Producer, or the possibility or promise of additional engagements by Producer, shall alter Artist's status as an independent contractor absent an express writing signed by both Parties which specifically creates an employer-employee relationship. Artist shall indemnify and hold Producer harmless for any penalties, assessments, fines, fees or any other costs of any kind incurred by Producer resulting from statements made by Artist in violation of this Paragraph.

Subject to the provisions of this Agreement, Producer hereby acknowledges and agrees that Artist is not required to devote all of his/her efforts and attention exclusively for the benefit of Producer and that Artist shall be permitted to continue to render services as an actor/model for other producers and to engage in such other business ventures as he/she may so choose.

Artist shall be responsible for paying, when due, all federal, state and local taxes and/or other governmental fees and/or charges which may arise in connection with or as a result of this Agreement, the Services or the Compensation (as defined below). Upon request, Artist shall supply Producer with proof of timely payment.

4. RELEASE OF LIABILITY FOR SEXUALLY TRANSMITTED DISEASES

Artist hereby agrees to provide Producer with a true, correct and unaltered copy of a blood test for HIV or any other sexually transmitted disease, performed at an accredited clinic, showing that Artist is not infected with the HIV virus or any other sexually transmitted disease. Said documents must be dated within thirty (30) days prior to Artist's performance and presented for Producer's inspection prior to Artist's performance. Artist agrees to make said document available for inspection by any co-performer with whom Artist is to perform. Artist further agrees to personally inspect the test results of any co-performer with whom Artist is to perform and to notify Producer of any reasonable doubts Artist may have as to the acceptability or validity of that co-performer's documentation.

Artist hereby represents and warrants, to the best of his/her knowledge, that he/she is not infected with any sexually transmitted diseases. Further, Artist hereby declares that he/she is aware of the risks of contracting sexually transmitted diseases and expressly and in perpetuity agrees to assume any and all risks of contracting any sexually transmitted disease while working on the Project.

ARTIST'S INITIALS: _____

HIV TEST CONFIRMATION: Artist has provided, and Producer has examined, the written test results of Artist's current blood test for HIV and other sexually transmitted diseases from an accredited clinic.

PRODUCER'S INITIALS: _____

DATE OF TEST: _____

5. GRANT OF RIGHTS

Artist hereby agrees that Producer shall own exclusively and in perpetuity all rights in and to the results, products and proceeds of the Services ("**Artist's Performance**"), including, without limitation, all performances, poses, actions, photographs, stills, images characters, creations, ideas, "gags" and/or dialogue created, composed, submitted or interpolated by Artist while rendering the Services, and all copyrights therein, and all rights to promote, market, advertise, exhibit, transmit, broadcast, sell, reproduce, record, alter, edit, use, license, sublicense and/or otherwise exploit, throughout the entire world in any manner now known or subsequently devised and in any way Producer may decide in its sole and absolute discretion (collectively, "**Exploit**"), Artist's Performance and/or any portion thereof. Without in any way

intending to limit or otherwise modify the foregoing, Artist hereby grants, assigns and conveys to Producer an exclusive, perpetual, worldwide, licensable, assignable, royalty-free, irrevocable, fully paid-up license to Exploit Artist's Performance and/or any portion thereof, which license shall include, without limitation, the following rights:

(a) To reproduce Artist's Performance, or any part thereof, in any manner now known or subsequently devised;

(b) To reproduce Artist's likeness, or any part thereof, in any manner now known or subsequently devised;

(c) To reproduce any sounds created by Artist in conjunction with Artist's Performance (the "**Audio**"), including, without limitation, any vocal, musical and instrumental sounds, and to Exploit the Audio either separately or in conjunction with Artist's Performance (unless specified otherwise, each reference herein to "**Artist's Performance**" shall include a reference to the "**Audio**");

(d) To change the title of the Project and to make any subsequent changes to the Project that Producer may decide, in its sole and absolute discretion;

(e) To edit and revise the Project, Artist's Performance and/or any portion of either in any manner that Producer may decide, in its sole and absolute discretion;

(f) To Exploit, and/or to license and/or assign to others the rights to Exploit, in any chemical, electronic, magnetic, printed, recorded or other medium now known or subsequently devised, Artist's Performance and/or any portion thereof;

(g) To use Artist's Performance and/or any portion thereof to Exploit the Project, including, without limitation, such use in commercials, trailers, flyers, catalogs, boxes, wrappers electronic advertisements (including, without limitation, internet advertising, promotional or sales systems) and all other forms of promotion and merchandising;

(h) To use Artist's Performance and/or any portion thereof in a prior, contemporaneous or subsequent work other than the Project (the "**Other Work(s)**"), including, without limitation, compilations and derivative works, and to Exploit Artist's Performance in the Other Work(s) to the same extent as Producer is entitled to Exploit Artist's Performance in connection with the Project;

(i) To use Artist's current, prior, contemporaneous or future stage name(s), biographical information for the purpose of Exploiting the Project and/or the Other Work(s), including, without limitation, any of those names which are, or subsequently may be, a federally-registered trademark;

(j) To employ other individuals or created likenesses to "double", "dub", reproduce, complete or recreate Artist's Performance or any character or characters created in Artist's Performance in any manner that Producer may decide, in its sole and absolute discretion;

(k) To "dub" Artist's Performance into any language or languages that Producer may decide, in its sole and absolute discretion; and

(l) To issue publicity concerning Artist and to issue photographs of Artist and to affix such publicity and/or photographs what purports to be Artist's signature and to open fan mail and other similar correspondence addressed to Artist.

Artist hereby further agrees that Producer shall own exclusively and in perpetuity all tangible and intellectual property rights in and to Artist's Performance and all portions thereof (the "**IP Rights**"), including, without limitation, the copyright therein. Without in any way intending to limit or otherwise modify the foregoing, Artist hereby grants, assigns and conveys to Producer an exclusive, worldwide, licensable, assignable, royalty-free, perpetual, irrevocable, fully paid-up license to Exploit the IP Rights.

6. WAIVERS

Artist hereby agrees:

- (a) That Producer shall have no obligation to release or complete the Project.
- (b) That Producer shall have no obligation to utilize Artist's Performance or any portion thereof in conjunction with the Project or in any other way;
- (c) That Artist shall have no right to inspect or approve the Project or the manner in which the Artist's Performance may be used in connection therewith and/or any Other Work(s);
- (d) That Producer shall have the right to edit or otherwise modify in any way Artist's Performance;
- (e) That Artist shall have no right to inspect or approve the advertising copy, printed matter or other materials that may be used in connection with the Exploitation of the Project and/or the Other Work(s) or the manner in which Artist's Performance may be used in connection therewith;
- (f) That the Project may include material of a sexually graphic or explicit nature where integral and necessary to the plot set forth in the Project's script, including, without limitation, nudity, strong language, explicit sexual conduct and sexual merchandise (collectively, the "Sexually Explicit Activities"), and that Artist may be witness to such Sexually Explicit Activities and that Artist's Performance may be used in conjunction with such Sexually Explicit Activities.
- (g) To release, discharge, indemnify, defend and hold harmless Producer, and its managers, members, officers, employees and consultants, from and against any and all claims and liabilities whatsoever and whenever asserted arising from or relate to any blurring, distortion, alteration, optical illusion, retouching or use in composite or other form, whether intentional or otherwise, that may occur or be produced in the use of Artist's image, likeness or name or in any process used by Producer in connection with the completion of the Project and/or any Other Work(s), including, without limitation, any claims for defamation, invasion of privacy or holding Artist in a false or unfavorable light;
- (h) To release, discharge, indemnify, defend and hold harmless Producer, and its managers, members, officers, employees and consultants, from and against any and all claims and liabilities whatsoever and whenever asserted arising from or related to any personal or other injury sustained by Artist while rendering the Services, regardless of fault, including, without limitation, the contraction of any sexually transmitted disease;
- (i) To release, discharge, indemnify, defend and hold harmless Producer, and its managers, members, officers, employees and consultants, from and against any and all claims and liabilities whatsoever and whenever asserted arising from or related to any personal or other injury caused by Artist while rendering the Services and sustained by any other individual, including, without limitation, the contraction of any sexually transmitted disease by such other individual;
- (j) To release, discharge, indemnify, defend and hold harmless Producer, and its managers, members, officers, employees and consultants, from and against any and all claims and liabilities whatsoever and whenever asserted arising from or related to Producer's authorized use of his/her name, image and/or likeness, including, without limitation, any claims by me for invasion of privacy, right of publicity, defamation and other civil rights;
- (k) To release and discharge Producer, and its managers, members, officers, employees and consultants, from and against any and all claims and liabilities whatsoever and whenever asserted arising from or related to residual rights or claims, monetary or otherwise, relating to Producer's use of Artist's Performance other than in connection with the Project and/or the Other Work(s); and

(l) To release and discharge Producer, and its managers, members, officers, employees and consultants, from and against any and all claims and liabilities whatsoever and whenever asserted arising from or related to the Sexually Explicit Activities and the workplace environment associated therewith.

Artist hereby acknowledges that he/she is familiar with the provisions of California Civil Code §1542 and hereby expressly waives and relinquishes any and all rights or benefits he/she may have under said Section to the full extent permitted by law concerning any matters which arise out of or otherwise relate to the subject matter of the releases set forth in this Section 6 and the relationship of the Parties in connection therewith. California Civil Code §1542 states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.”

Artist hereby acknowledges that he/she is aware that he/she may hereinafter discover facts in addition to or different from those which he/she now knows or believes to be true with respect to the subject matter of the releases set forth in this Section and the relationship of the Parties in connection therewith and, therefore, expressly assumes such risk and that it is his/her intention to hereby fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which may substantially exist, do now exist or have existed as against Producer, and its managers, members, officers, employees and consultants, with respect to the subject matter of the releases set forth in this Section and the relationship of the Parties.

7. MISCELLANEOUS AGREEMENTS

This Agreement contains the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior understandings and agreements, whether oral or written, between them respecting the subject matter hereof. This Agreement may be amended, supplemented or otherwise modified only by an agreement in writing signed by both of the Parties. The provisions of this Agreement are severable, and if any one or more provisions are determined to be judicially unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable. In the event that any provision of this Agreement or any portion thereof should ever be adjudicated by a court of competent jurisdiction to exceed the limitations permitted by applicable law, then such provisions shall be deemed reformed to the maximum extent permitted by applicable law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California. In connection with any legal proceeding arising out of or relating to this Agreement or the relationship between the Parties, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorney's fees and related costs and expenses. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, representatives, successors and assigns. This Agreement may not be assigned by Artist. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement. No Party shall be deemed to be the drafter of this Agreement. In the event this Agreement is ever construed by a court of competent jurisdiction, such court shall not construe this Agreement or any provision hereof against a Party as the drafter of this Agreement. The failure of any Party at any time to require performance by any other party of any provision under this Agreement shall not effect such Party's rights thereafter to enforce the same, nor shall a waiver by any Party of any breach of any provision, whether or not agreed to in writing, be taken or held to be a waiver of any other term or provision of the Agreement. In addition, no extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act under this Agreement. The Parties hereby agree to promptly execute and deliver such other documents and instruments, and to promptly take such further actions, as shall be necessary to give effect to subject matter of this Agreement

8. MEDIATION

Except as otherwise set forth in this Agreement, in the event of any dispute between the Parties which arises out of or relates to this Agreement or the relationship between the Parties, the Parties hereby agree

that they shall first attempt to resolve such dispute through the process of mediation before a single, mutually acceptable mediator. The mediator shall be a retired judge or a practicing attorney with experience in mediating disputes which are similar in nature to the dispute in question. If the Parties are unable to agree upon the mediator, then the Parties shall file for mediation with the Judicial Arbitration and Mediation Service (“**JAMS**”) and hereby agree to accept the mediator appointed by JAMS. The mediation shall be conducted and concluded within thirty (30) days after the mediator has been engaged. The Parties shall split evenly all mediation costs. The mediation shall be conducted at a suitable location within the County of Los Angeles in the State of California. In the event that such dispute is not resolved through mediation, then the Parties shall be permitted to pursue other remedies which may be available to them at law or in equity. Any Party that fails to participate in this mediation process shall not be permitted to take advantage of the provisions of Section 7 above which pertains to the reimbursement of attorneys’ fees and costs.

9. ARTIST ACKNOWLEDGEMENTS

ARTIST HEREBY CERTIFIES AND ACKNOWLEDGES THE FOLLOWING, KNOWING THAT PRODUCER IS RELYING MATERIALLY UPON SUCH CERTIFICATIONS AND ACKNOWLEDGMENTS IN ITS DECISION TO ENGAGE ARTIST IN CONNECTION WITH THE PROJECT:

(A) THAT HE/SHE UNDERSTANDS THAT THE PROJECT IS ADULT ORIENTED ENTERTAINMENT;

(B) THAT HE/SHE HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT;

(C) THAT HE/SHE IS ENTERING INTO THIS AGREEMENT OF HIS/HER OWN FREE WILL, NOT UNDER THE INFLUENCE OF ANY DRUGS, ALCOHOL, DURESS, UNDUE INFLUENCE, FRAUD OR MISTAKE AND NOT UNDER THE INDUCEMENT OF ANY PROMISE NOT SET FORTH IN THIS AGREEMENT;

(D) THAT HE/SHE IS LEGALLY COMPETENT;

(E) THAT HE/SHE IS AT LEAST EIGHTEEN (18) YEARS OF AGE;

(F) THAT HE/SHE HAS ALL OF THE RIGHT, POWER AND AUTHORITY NECESSARY TO EXECUTE THIS AGREEMENT;

(G) THAT HE/SHE INTENDS TO BE LEGALLY BOUND BY THIS AGREEMENT;

(H) THAT NEITHER THIS AGREEMENT NOR HIS/HER RENDERING OF THE SERVICES DOES NOT VIOLATE ANY OTHER ORAL OR WRITTEN AGREEMENT TO WHICH HE/SHE IS A PARTY;

(I) THAT HE/SHE IS NOT REQUIRED TO OBTAIN THE PERMISSION OF ANY OTHER INDIVIDUAL OR ENTITY BEFORE ENTERING INTO THIS AGREEMENT; AND

(J) THAT HE/SHE IS RELEASING AND DISCHARGING PRODUCER FROM ANY LIABILITY IN CONNECTION WITH CERTAIN MATTERS SPECIFICALLY SET FORTH HEREIN.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

“PRODUCER”

“ARTIST”

Signature: _____

Printed Name: _____