

GENERAL SERVICE AGREEMENT - **STANDARD GSA**

DATE: _____

TO: _____
(Agency)

This will confirm the following agreement between us:

1. I hereby engage you as my sole and exclusive representative and agent throughout the world **in the greater LA area in the fields of TV/Theatrical and or commercials** for a term of **12-18 months** years commencing with the date hereof (the "term").

2. Your duties hereunder shall be to use all reasonable efforts to procure the engagement of my services, as an **actor/ don't fall for "artist" writer, composer, editor, author, lyricist, musician, artist, performer, designer, consultant, cameraman, technician, director, producer, associate producer, supervisor, executive, and in any other capacity in the entertainment, literary and related fields throughout the world in the greater Los Angeles area in the fields of TV/Theatrical and or commercials**, including but not limited to merchandising, testimonials, advertising, infomercials, commercial tie-ups, CD-ROMS, CD-Is, interactive media or any other technology now in existence or **hereafter utilized and otherwise covered by this agreement**. The aforesaid duties outside the continental United States may, at your election, be performed by anyone else appointed by you **and approved by the actor. WATCH OUT FOR AUTO RENEW PROVISIONS IN THIS PARAGRAPH**

3. You hereby accept this engagement and agree to perform the services specified herein. I understand that you may render other or similar services to other persons, firms and corporations. I agree not to engage any other person, firm or corporation to act for me in the capacity in which I have engaged you – **as a talent agency in the Los Angeles area in the fields of TV / Theatrical and or commercials**. I hereby represent and warrant that I am free to enter into this Agreement and that I do not have and will not have any contract or obligation that will conflict herewith.

4. I agree to pay you **TEN percent (10%) NEVER MORE THAN 10%** of the gross compensation earned or received by me for, or in connection with, (i) any contracts for, or engagements of, my services (collectively and individually hereinafter sometimes referred to as "employment") **now in existence, except to such extent that I may be obligated to pay commission on such contracts to another agent**, or **ON** contracts entered into or **SUBSTANTIALLY** negotiated for during the term, including, but not limited to, all gross compensation therefrom, and payments thereon, that are earned or received by me, or become due or payable to me after the expiration of the term, and (ii) for, or in connection with all modifications, renewals, additions, substitutions, supplements, replacements, or extensions of or to such contracts and engagements, **whether** negotiated during **or after** the term **hereof**. You shall continue to perform your obligations hereunder after the term with respect to all employment with respect to which you are entitled to your commission as provided in the immediately preceding sentence. "Gross compensation" includes **all forms of compensation, money, things of value or other emoluments (including, but not limited to, salaries, earnings, fees, residuals, royalties, bonuses, gifts, monetary and non-monetary consideration, securities and shares of profits or gross receipts) received by me or any person, firm or corporation, partnership, joint venture or other entity now or hereafter owned or controlled by me (hereafter "my firm") or in which I may have any right, title or interest, on my behalf, from such contracts or engagements and modifications, renewals, additions, substitutions, supplements, replacements, and extensions of or to such contracts or engagements, whether or not procured by you or by anyone else as well as from any form of advertising, commercial tie-ups or infomercials using my name, likeness, or voice. GROSS COMPENSATION SHALL BE DEFINED AS WHATEVER COMPENSATION THE AGENT HAS TRADITIONALLY BEEN ENTITLED TO RECEIVE UNDER LEGACY AFTRA'S 12-C (EXCLUDING THEATRICALS).**

5. In the event that my firm, if any, has or hereafter during the term acquires, directly or indirectly, any right respecting my services in any of the fields covered by this Agreement, then promptly following your request to do so, I shall cause my firm to enter into a written exclusive agency agreement with you with respect to such services upon all of the terms and conditions herein contained, specifically including and agreement by my firm to pay compensation to you as herein provided in Paragraph 4, based upon the gross compensation paid and/or payable to my firm, directly or indirectly, for furnishing my services. For the purposes of this Paragraph 5, the term "gross compensation" shall be deemed to include gross compensation paid and/or payable to my firm if it would have been gross compensation pursuant to Paragraph 4 if paid or payable to me. Notwithstanding the fact that my firm may enter into such agency agreement with you, I shall in all events remain primarily liable, jointly and severally with my firm, to pay compensation to you as provided in Paragraph 4 above, based on the gross compensation paid and/or payable to my firm directly or indirectly, for furnishing my services; and I shall indemnify you against a failure of my firm to execute said agency agreement, or, if it has executed said agency agreement, any failure of my firm to pay commissions, pursuant thereto or otherwise to comply with the provisions thereof, and hold you harmless from any loss, cost, or expense incurred by you as a result of said failure. No waiver, extension, change, or amendment with respect to said agency agreement, nor failure for any reason to execute same, shall be deemed to release me of or from any liability hereunder. **(SIGNING AS A CORPORATION/ ANY KIND OF BUSINESS ENTITY RATHER THAN AS AN INDIVIDUAL – RECOMMEND THAT THE ENTIRE PARAGRAPH BE STRUCK)**

6. No breach or failure by you to perform the terms hereof, which breach or failure would otherwise be deemed a **material breach** - of this Agreement, shall be considered as such unless within thirty days after I acquire knowledge of such breach of failure or of facts sufficient to put me upon notice thereof, I serve written notice upon you of such breach of failure and you do not cure said breach or failure within a period of ten days after your receipt of the notice. This paragraph shall not be deemed to extend or limit the applicable provisions of Section 1700.44 of the Labor Code.

NOTE: Notwithstanding anything contained in this paragraph (or in this contract) the actor shall retain the absolute right to terminate his/her relationship with the agent based on the agent's material breach of this contract: said breach to be determined by a neutral, jointly appointed arbitrator. Furthermore, said arbitrator shall enjoy the same discretion to terminate said contract as (s)he would under the L-AFTRA 12-C agency regulations.

7. Your commissions under this Agreement shall be payable as and when gross compensation is received by you or me, my firm, or any other person or entity on my behalf. From all gross compensation subject to this Agreement, which you may receive, you shall have the right to deduct the amount of any and all commissions that are due and payable to you hereunder or under any other representation agreement between us. With respect to gross compensation subject to this Agreement which is paid directly to me, my firm, or any other person or entity on my behalf, an amount equal to said commission shall be deemed to me received and held by me or them in trust for you and your commission thereon shall be paid to you promptly after receipt by me or them of such gross compensation.

This paragraph means CHECK AUTHORIZATION are irrevocable / Singing you agents name on contract with the production.

NOTE: Notwithstanding anything contained in this paragraph (or in this contract), the actor shall retain the absolute right to terminate any and all check authorizations and/or powers of attorney at his/her sole discretion by notifying the agent of his/her desire to do so in writing.

~~8. If I am not offered employment which is subject to this Agreement from a responsible employer with respect to my services covered by this Agreement during any period in excess of four consecutive months during the term, during all of which time I am ready, able and willing to accept employment, either party hereto shall have the right to terminate this Agreement by a notice in writing sent to the last known address of the other party by certified mail; provided, however, that such right shall be deemed waived by me (but not as to future four (4) consecutive months of employment) and any exercise thereof by me shall be ineffective if after the expiration of any such four-month period and prior to the time of mailing of the notice, I have accepted an offer for employment by a responsible employer; and provided further that such termination shall not affect your rights or my obligations under Paragraph 4 and 5 of this Agreement.~~

The Actor shall retain the absolute right to terminate this contract for lack of employment based on the following criteria: In Commercials, actor may terminate if (s)he has not earned \$4000 within a 91 day period of time (L-AFTRA rule). In TV/Theatrical, actor may terminate if (s)he has not secured 10 days worth of employment within a 91 day period. For *series* work, actor may terminate during the 30 day period immediately following the “annual anniversary date” (i.e. the last day provided by the contract upon which an employer may exercise an option for an additional year under the contract) of the series or term contract then in effect by giving the agent 30 days written notice of his/her intention to so terminate this contract. Exercise of this termination right shall not affect the actor’s commission obligation hereunder.

New agent is not able to take commission off of previously booked series/roles

9. If within ~~four months~~ **60 days** after the end of the term hereof, I accept any offer on terms similar or reasonably comparable to any offer made to me during the term hereof, from or through the same offeror or any person, firm or corporation directly ~~or indirectly~~ connected with such offeror, the contract resulting therefrom (oral or written) shall be subject to all of the terms hereof, including the payment provisions of Paragraph 4 and 5 above. As to the proceeds of any motion picture, film, tape, wire, transcription, recording, or other reproduction of my services covered by this Agreement, your right to payment under Paragraph 4 and 5 shall continue so long as any of these are used, sold, leased, or otherwise disposed of, whether during or after the term hereof. If I enter into any agreement which would have been otherwise covered by this General Services Agreement within ~~four months~~ **60 days** after the termination hereof, with any person or business entity as to whom ~~a submission has been made and/or~~ negotiations **have substantially** commenced on my behalf during the term of this Agreement then in said event any such employment contract entered into shall be deemed to have been entered into during the term hereof.

10. Insofar as this Agreement refers to any employment subject to the jurisdiction of the State of California, controversies arising between us under the Labor Code of the State of California and the rules and regulations for the enforcement thereof shall be referred to the Labor Commissioner of the State California as provided in Section 1700.44 of said Labor Code, except to the extent that the laws of the State of California now or hereafter in effect may permit the reference of any such controversy to any other forum, person or group of persons.

11. This instrument, together with any forms you and I execute, sets forth the entire agreement between us with respect to the fields of endeavor recited in Paragraph 2 of this Agreement. This Agreement shall not become effective until accepted and executed by you. **I hereby represent and warrant in executing this Agreement that I have not relied on any statements, promises, representations or inducements, except as specifically set forth herein.** This Agreement may not be changed, modified, waived or discharged in whole or in part except by an instrument in writing signed by you and me; provided further that any substantial changes in this Agreement must first be approved by the California Labor Commissioner unless said changes operate to my advantage. This Agreement shall inure to the benefit of and be binding upon you and me and your and my respective heirs, distributees, executors, and administrators.

12. Should any provision of this Agreement be void or unenforceable for any reason, such provision shall be deemed omitted and this Agreement with such provision omitted shall remain in full force and effect.

Wherever the context so requires, the masculine gender shall include and apply to all genders, and the singular shall apply to and include, as well, the plural.

AGREED TO AND ACCPETED

Very truly yours,

(Agency)

By: _____

Address _____

This Talent Agency is licensed by the Labor Commissioner of the State of California. The form of this contract has been approved by the State Labor Commissioner on November ____, 2001.

The Labor Commissioner has no jurisdiction over recording contracts and "Materials and Packages" agreements and therefore, neither approves nor disapproves the provisions of this agreement which pertain or apply thereto.

APPROVED AS TO FORM

STATE LABOR COMMISSIONER

DATE