



Agency Agreement for NZ Representation

*To be read and signed before representation by InTouch Talent Agency commences.
Please sign and return to janey@intouchtalent.nz prior to work being sought on your behalf in New Zealand.*

PARTIES

Between InTouch Talent Agency referred to as "InTouch" and the Talent being represented referred to as "Talent"

- A. InTouch will act as agent for the Talent in obtaining performing roles for the Talent.
- B. The Talent wishes to engage InTouch to seek performing roles on their behalf.

DEFINITIONS AND INTERPRETATIONS:

"InTouch" means InTouch Talent Agency

"Talent" means the individual engaged in this contractual agreement.

"Client" means client of InTouch who seeks the service of the Talent for any role within the film, TV, advertising and media industry.

All work offers are to be in New Zealand unless otherwise agreed individually with the Talent.

TERMS AND CONDITIONS FOR REPRESENTATION IN NEW ZEALAND

1. TALENT AGREEMENT

- 1.1. To be represented by InTouch in obtaining Film/TV and/or commercial role.
- 1.2. To pay commission to InTouch of 20% on Gross earnings from any fittings and work obtained as recognition of our role in securing this work for The Talent.
- 1.3. InTouch is authorised to negotiate roles on the Talent's behalf and all such negotiations will be carried out through InTouch.
- 1.4. InTouch is authorised to enter into agreements and sign contracts with Clients on behalf of the Talent.

2. PAYMENT

- 2.1. InTouch shall collect the fee from the Client and deduct the Agency Fee and withholding tax prior to paying the balance to the Talent's nominated bank account.
- 2.2. InTouch shall pay the withheld tax to IRD on the Talent's behalf.
- 2.3. InTouch shall pay GST on all GST registered talent .
- 2.4. The Talent accepts that while engaged as a Contractor it is the Talent's responsibility to:
 - Complete an IR330C asap after representation begins and before any payment can be made.
 - Ensure Bank Account details provided on HeyCast profile remain correct and current.
 - To sign job timesheets where required by production.
 - Supply an invoice if GST registered.
 - Submit their own Tax & GST Returns to the IRD.
 - Pay and arrange any ACC levies as required.

3. HOURS OF WORK

- 3.1. While InTouch will submit The Talent for all suitable opportunities, no work is guaranteed.
- 3.2. Hours of work vary depending on Role Requirements, however the standard film day is 10 hrs on set.
- 3.3. Talent offered a Role will be contacted by InTouch Talent prior to booking to confirm availability

4. CASTINGS AND CONDUCT

- 4.1. Communication will remain open with responses expected within 24 hrs for all role offers.
- 4.2. InTouch will contact the Talent directly regarding any suitable job opportunities and will provide full and complete details for the job before a confirmation for the role is expected, including
 - Fitting / Rehearsal / Shoot Dates / Shoot Location
 - Rate Offered
 - Other relevant Information (eg TVC Details such as Role details, Wardrobe requirements, Audition Notes, Contract Term, Territory, Usage, etc)
- 4.3. The Talent will regard all briefs, scripts and storyboards provided as being strictly confidential.
- 4.4. The Talent may be required to attend a confirmed audition. All callbacks to auditions will be paid unless otherwise arranged prior to the callback.
- 4.5. The Talent agree not to change their appearance after auditions until notified they have been released by InTouch (eg haircuts and colours).
- 4.6. The Talent agree to hold open the shoot dates until they have been released by InTouch.

5. EXCLUSIVITY

- 5.1. The Talent acknowledges and agrees InTouch will be their **sole agent exclusively representing The Talent** and will not enter into any agreement with any other agent during the term of this arrangement without InTouch's prior consent.

6. CANCELLATION

- 6.1. This agreement is able to be canceled with Notice in Writing.
- 6.2. The Talent acknowledges and agrees that upon cancellation there may be a 30 day stand down period before The Talent is released.
- 6.3. The stand down period will be enforced when The Talent has on set commitments in a current production, or has been submitted for a role and is awaiting confirmation within 30 days of Notice in Writing being received.
- 6.4. The Talent will honour all current bookings before requesting to cancel this agreement.
- 6.5. InTouch reserves the right to invoice for and collect commissions on all work negotiated and/or contracted during the term of this agreement.

THE TALENT AGREES:

- I AM LEGALLY PERMITTED TO WORK IN NEW ZEALAND AS A CONTRACTOR TO INTOUCH TALENT AGENCY
- I ACCEPT THE TERMS AND CONDITIONS OF BEING REPRESENTED EXCLUSIVELY IN NEW ZEALAND BY INTOUCH TALENT AGENCY AS OUTLINED ABOVE

Date of Agreement: ____ / ____ / ____

Talent Name

Email

Signature

Talent Agent

Janey Hughes | InTouch Talent

Email

janey@intouchtalent.nz

Signature

