

## **Article 1 General Remarks**

The following provisions are intended to govern legal relations between models/talents, agencies and the respective clients in a binding manner, unless other agreements shall have been expressly made for specific cases. The members of VELMA, the models/talents they represent and the clients of these models/talents shall be protected from expectations and demands which are not common practice in the trade.

## **Article 2 Basis for booking**

- (1) The agency shall make declarations to the client in the name and on behalf of the model/talent. A client shall be defined as one who books with the agency, unless otherwise agreed in writing at the time of booking.
- (2) The client shall owe the agency a commission. Unless agreed otherwise, this commission shall amount to 20 % of the payment plus VAT. The carrying out of extensive and time-consuming flight bookings will be billed separately.
- (3) The agency shall not bear any liability arising from this arranged legal relationship. Any claims of the client against the model/talent may not be offset against the agency's claim to a commission, nor shall the client be entitled to exercise a right of retention.
- (4) The client also shall owe the agency a commission for subsequent bookings as long as the model/talent is represented by the agency. The client shall undertake to refrain from direct bookings which circumvent the agency.

## **Article 3 Details of Bookings**

- (1) Options  
Options are reservations subject to a binding date. An option shall terminate if the client shall not make a confirmed booking no later than three workdays (by 6:00 p.m.) before the start of work or within one workday after being requested to do so by the agency. Saturdays and Sundays shall not be considered workdays. German calendar time shall apply.  
Options shall be noted down in the order in which they are received. If a client's option is not the first option for a specific model/talent, the client shall be informed of his option's priority. If an option should lapse, subsequent options shall move up in priority.
- (2) Confirmed bookings  
Confirmed bookings shall be considered binding for both parties. At the client's request, the agency must confirm them in writing without delay, indicating essential details.
- (3) Weather-related bookings  
Weather-related bookings must be expressly denoted as such. If weather conditions are not as desired or if they are unforeseeable, the client may cancel the booking with the agency up to one hour before the agreed start of work. In this case, the cancellation fee shall amount to 50 % of the agreed payment.

## **Article 4 Cancellation**

- (1) A confirmed booking can be canceled for cause. Cause for cancellation shall also be conditions which make the confirmed booking economically unacceptable. The agency must be informed of the cancellation without delay.
- (2) The cancellation must be made as many workdays before the start of work as the number of workdays and travel days that have been booked, however a minimum of three days beforehand.
- (3) Should the cancellation be made before 12 noon, this day shall count in making the calculation. Saturday and Sunday shall not be considered workdays. German calendar time shall apply.
- (4) Bookings by the day or hour must be canceled 24 hours before the start of work.

- (5) If the model/talent should make the cancellation, the agency shall make every effort, even calling in another agency if necessary, to find an adequate substitute for the client.
- (6) If the cancellation should be late or without cause, the agreed payment must be paid.

## **Article 5 Working Hours**

- (1) The working hours for a booking by the day shall amount to eight hours, for a half-day booking, four hours.
- (2) The working hours shall begin when the model/talent meets the client at the agreed location at the agreed time. Preparations such as makeup and hair styling shall count as working hours.
- (3) Overtime shall be remunerated at 15 % of the agreed daily fee for each hour or part of an hour. If the working hours are exceeded by 30 minutes or less, this will be considered a favour and not put to account.
- (4) Travel model/talent together with the client from the hotel to the place of work (location) and back again shall be included in the working hours. Travel time amounting to a maximum of one hour per day shall be considered a favor and not put to account.

## **Article 6 Payment**

The payment shall include the daily fee and the buyout for rights of usufruct plus any VAT which may apply.

The payment for half-day bookings shall amount to at least 60 % of the daily fee for models/talents residing at the location. Half-day bookings and bookings by the hour shall always require a separate agreement for models/talents who must travel to the place of work.

## **Article 7 Travel Expenses**

- (1) Recompense for days of travel  
The models/talents traveling to and from the location shall only be recompensed if it falls, in whole or in part, within the usual working hours for models/talents. The recompense for days of travel shall amount to:  
up to 2 workdays: 1 daily fee  
up to 4 workdays: 1/2 daily fee  
5 or more workdays: no recompense for days of travel,  
unless the traveling time takes up an entire workday.
- (2) Travel expenses  
Models/talents residing at, or not traveling to, the location shall not receive a refund for costs of overnight stays or accommodations.  
For all trips taken together with the model/talent, the client shall bear the costs of travel, overnight stays and accommodations from the airport or train station from which the model departs. The remuneration shall be made in a lump sum conforming to the standard fiscal rate per workday or upon submission of the receipts.

## **Article 8 Terms and Conditions of Payment**

The payment, including cancellation payment, recompense for days of travel, travel expenses and agency commission shall be due upon receipt with no discounts, except tax regulations.

## **Article 9 Complaints, Liability**

- (1) In the event of complaints, the client must inform the agency immediately and state the grounds for the complaint. Photographs must be taken immediately and send to the agency via e-mail to provide evidence for the complaint. The model/talent must then be expressly released from the obligation to work. The model/talent shall not be considered responsible for hair styling, styling and makeup. If photographs are nevertheless taken using the model/talent, the client shall be considered as having waived all rights to complaint.
- (2) If the model/talent should be to blame for arriving late (due to oversleeping, missing a flight, etc.), the model/talent shall accordingly be obliged to work longer. If, owing to specific

circumstances, this should prove to be partially or entirely impossible, then the model/talent shall lose the proportionate claim to a daily fee on the basis of the overtime rate.

- (3) The client must take out an appropriate insurance policy for models/talents involved in particularly hazardous shots. If the agency was not expressly informed of the hazard at the time of booking, the model/talent shall be entitled to refuse performance and shall receive a cancellation fee in the amount of 70 % of the entire fee which was agreed.
- (4) Further claims shall be subject to general statutory regulations. The models/talents liability as well as that of the agency, on any legal grounds whatever, shall be restricted to double the amount of the total fee, except in cases of gross negligence and wrongful intent.

### **Article 10 Rights of Use, Buyout**

- (1) Unless otherwise agreed, paying the agreed models/talents fee shall give the client exclusively all rights of use to the photographs for one year within the territory of the Federal Republic of Germany for the agreed use, the agreed product and the agreed form of use. Rights of use expressly exclude use in machine-readable form. The limit of one year shall begin at the time of first actual use, but no later than six months after the photographs were taken.
- (2) Any utilizations going beyond those listed above, in particular for posters, billboards, packaging, displays, videos, as well as any use of the models/talents name, shall require the express written consent of the agency.
- (3) Rights of use shall not be granted until the agreed buyout has been paid. Any utilization before the agreed amount has been fully paid shall be prohibited.

### **Article 11 Final Provisions**

- (1) German law shall apply to all parties to these booking conditions, agency, client and model/talent. Place of performance for all obligations arising from the bookings in connection with rights of use shall be the place of business of the agency.
- (2) The client shall undertake to make alterations or supplements to the bookings and deviations from these booking conditions only after previous consultation with the agency and shall refrain from enjoining the models/talents to alter or make additions to the bookings during the days of work.
- (3) Should any individual provisions of these booking conditions be ineffective, this shall not affect the validity of the remaining provisions. In the place of the ineffective provision, that provision shall be considered agreed which best approximates the original intent and purpose. The same applies to filling loopholes in the contract.
- (4) Legal venue for fully qualified merchants (under the German Commercial Code), legal entities under public law and clients without a place of general jurisdiction in Germany shall be the place of business of the agency.