

Contract for modeling services

Friday December 14, 2018, v1.9

Office use only			
Start date	DD-MMM-YYYY	End date (+60 days)	DD-MMM-YYYY

The undersigned:

1. abbywinters.com BV established in Amsterdam, The Netherlands, hereinafter: “AWBV”,

and

2. hereinafter: “the Model”:

Full name, as appears on ID	
Date of birth (Eg, 27-Aug-1990)	DD-MMM-YYYY
ID doc number and type	
Home city	

AWBV and the Model together also referred to as **Parties**;

taking into consideration that:

- (a) AWBV is an adult entertainment company.
- (b) AWBV produces sexually explicit images and video (“the Work”) by obtaining the services of models.
- (c) The Work can include, but is not limited to, audio, writing, video and still images.
- (d) AWBV will distribute the Work.
- (e) Models shall be paid a fee for their contribution to the Work, based on a schedule, as agreed at the Information Session the Model attends, before Booking.
- (f) Parties wish to enter into an occasional Modeling Contract and to set the conditions thereof as follows;
- (g) the Parties explicitly declare that they do not - in any way - wish to enter into an employment agreement;

have agreed as follows:

Article 1: Activities / nature of the Contract

1. As of:

Day (eg, Tuesday)	
Date (eg, 22)	
Month (eg, December)	
Year (eg, 2010)	

the Model will be available for Modeling as specified in the Information Session. It is understood that the Modeling may comprise of several Shoots, divided over different dates to be agreed between the parties.

2. This Contract is valid only in view of and for the duration of the Modeling. Immediately upon completion of the Modeling, which is solely at AWBV’s discretion, the Contract will terminate by operation of law without any notice or other act of termination being required. In any event, the Contract shall terminate by operation of law and without any notice or other act of termination being required 60 days after the date set out under 1.1.
3. The Modeling will be carried out independently by the Model at her own discretion. The Model declares that she performs the Work completely voluntarily. At any time during the Modeling and during the respective Shoots, the Model is free to decide not to continue her participation in the Work, subject to 2.1 and 3.6 of this Contract.
4. The Model understands that the Work will represent the Model under a pseudonym (‘stage name’) and that AWBV agrees to withhold the Model’s true name, address, telephone and email details except as required by law, or to prove the Model’s age, consent, or the terms of this Contract.
5. The Model understands that she consents to have the work distributed for commercial use by AWBV, its successors, and licensees (including but not limited to affiliates).
6. The Model declares that the Work does not infringe on her moral rights.

Article 2: Modeling fee

1. The Modeling fee, shall be paid by AWBV on the day of the respective Shoot, to the Model for the Modeling carried out. Payment shall not be due until after completion of the respective Shoot, the completion of this Contract, a Model Release, associated documentation, and the furnishing of appropriate identification that AWBV will make a digital copy of.
2. As this Contract is of a strictly occasional nature, AWBV shall not be obliged to withhold and/or pay income tax and/or social premiums, without prejudice to the Model's personal responsibilities in this respect. Any (other) tax claims, due social security contributions, penalties, increases and/or interest emanating from or connected to this Contract are entirely, without exception, for the account of the Model, and are, insofar as applicable, included in the Modeling fee of article 2.1.
3. The fee for the Modeling shall be in line with the Schedule discussed at the Information Session.

Article 3: Contract for services / termination

1. The Model warrants to AWBV that the Model is over the age of eighteen and that one original form of identification from the list below has been provided to AWBV for copying, are genuine, correct, not expired, and relate to the Model:
 - a) a valid passport; or
 - b) a EU "ID-card" card with photograph and serial number, as issued by a recognised government, subject to AWBV approval *only*; or
 - c) if the Model is not the holder of a EU passport or ID-card, sufficient (*subject to AWBV's discretion only*) documentation to show that the Model is legally allowed to perform the Modeling as described in this Contract;

and;

- d) a Banking card (debit or credit card), or
 - e) Other suitable secondary ID (subject to AWBV approval *only*)
2. The Model has participated in an Information Session, where the nature of the Work is discussed and understood, including the various Posing Levels, and the associated Remuneration.
 3. The Model will be booked for the Modeling, and has agreed on a time, date and place for this to occur ("the Booking"). Should the model not be available at the time, date and place booked, no payment shall be made.

4. This is a Contract for Services within the meaning of Article 7:400 Dutch Civil Code, whereby the Model binds herself to AWBV to perform work other than on the basis of an Employment Contract.
5. As it is key that the Model performs the Work completely voluntarily, the Model is entitled to terminate this Contract at any time without any period of notice or reason being required, without prejudice to article 2.1 of this Contract.
6. Should the Model choose to terminate the Contract before a respective Shoot has been completed, AWBV will destroy any media captured of the Model in that specific Shoot in progress, and the Model shall not be remunerated for the Modeling in that specific Shoot in progress.

Article 4: Applicable law and disputes

1. If one or more provisions of the Contract are deemed to be void by a Dutch court of law, such provisions shall be severed, and the remaining provisions of the Contract remain in full force and effect.
2. Dutch Law is applicable to this Contract. Any disputes emanating directly or indirectly from this Contract fall within the exclusive jurisdiction of the Amsterdam Dutch Courts.

Thus signed by both parties.

Model name (printed) (Must match your ID)			
Normal address			
Mobile phone			
Email address			
Model's date of birth (Eg, 27-Aug-1990)	DD-MMM-YYYY	Signed, Model	

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Place			
Site name		Today's Date (Eg, 27-Aug-2010)	DD-MMM-YYYY
Printed, AWBV representative		Signed, AWBV representative	

