

AGREEMENT

ARTICLE 1 The Parties & Purpose

This Agreement is entered into (**INSERT DATE HERE**), by and between On The Rocks Models, LLC (hereinafter referred to as “OTR”) and (**INSERT MODEL NAME HERE**) (hereinafter referred to as “Model”). Model is known to be a promotional model, and as such, OTR desires to contract Model for purposes of doing print and/or promotional work. Model enters into this Agreement as, and shall continue to be, an Independent Contractor. Under no circumstances shall Model look to OTR as employer, partner, agent, or principal. Model shall not be entitled to any employee benefits accorded to OTR employees including worker’s compensation, disability insurance, or unemployment insurance. Model shall be responsible for providing own workers’ compensation or other insurance, as well as any licenses and permits usual or necessary for performing the Services necessary under this/her Agreement.

ARTICLE 2 Duties for Model

Model represents that he/she has the qualifications and ability to perform services of a Model in a professional manner. Performance of the services in a professional manner includes satisfying the requirements of OTR clients and submitting invoices and paperwork to OTR in a timely manner.

ARTICLE 3 Duties for OTR

OTR agrees that for purposes of acceptance of Model’s performance under this/her Agreement, its sole representatives shall be the Manager, David Bellenoit, or such other employee(s) or person(s) or entities OTR so designates.

OTR further agrees to allow Model access to whatever records, files, or personnel reasonably deemed by OTR to be necessary in order to allow Model to perform his/her/her duties under this/her Agreement, in accordance with OTR Confidentiality Agreement.

ARTICLE 4 Fees & Taxes

In consideration of Model’s performance of his/her duties under this Agreement, OTR agrees to pay fees to Model at an agreed upon hourly or flat-fee rate. These fees may be delivered to Model only after OTR has received payment from its client. Model must submit invoice to OTR, along with any original, client-required paperwork/report forms after duties have been performed.

Model shall pay, when and as due, any and all taxes incurred as a result of fees received by OTR, including estimated taxes, and shall provide OTR with proof of payment on demand.

As an independent contractor, Model agrees to assume exclusive liability for any and all taxes, assessments, levies or fines which may be paid or deemed owed by Model, as a result of performance of this/her Agreement.

Model may represent, perform services for, contract with, or be employed by any additional persons and/or companies (modeling agencies, promotional staffing agencies and the like) as he/she sees fit.

ARTICLE 5 Confidentiality, No Conflict of Interest, Proprietary Information Agreement

This Agreement is confidential and shall not be transferred, communicated or delivered to a third party, without the express prior written authorization of OTR.

During the entirety of this Agreement, Model will not accept work, enter into a contract, or accept an obligation that is inconsistent or incompatible with Model’s obligations to OTR. Model warrants and represents that, to the best of Model’s knowledge, there is no other contract or duty on Model’s part which conflicts with or is inconsistent with this/her Agreement. Simultaneous with the execution of this/her agreement, Model agrees to execute a proprietary information agreement to protect against use or disclosure

of confidential information of the Company

**ARTICLE 6
Ownership of Materials**

OTR retains and reserves all rights of ownership and use of the final products and any facsimile of such product. Model shall not make use of the final product or any portion thereof without the expressed prior written authorization of OTR, including but not limited to, client advertising, client list, and product advertising.

**ARTICLE 7
Use of OTR Name**

Model shall not use the name, insignia, or any facsimile of OTR material for any purpose, including but not limited to advertising, client list, or references, without the express prior authorization of OTR.

**ARTICLE 8
Termination**

During the term of the Agreement, either party may terminate the agreement by providing thirty (30) days advance written notice to the other party without cause. If Model materially breaches this/her agreement, OTR will no longer be responsible for providing Model payment. A material breach includes, but is not limited, violations of law or covenants contained in any signed documentation between Model and OTR.

This/her Agreement terminates automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; or (c) death or permanent disability of either party; (d) material breach of any term or condition of this/her Agreement.

**ARTICLE 9
Merger**

This/her Agreement and the Proprietary Information Agreement memorializes the full terms and conditions of the agreement between the undersigned parties. All previous Agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

**ARTICLE 10
Governing Law and Good Faith**

This/her Agreement shall be performed and construed under the laws of the State of Rhode Island without regard to its conflicts of laws provisions. Any legal dispute between Model and OTR shall be litigated in Rhode Island Superior Court, Providence County.

The undersigned parties jointly and severally agree to execute the terms and conditions of this/her agreement in good faith and to the best of their ability.

The undersigned persons are authorized by the parties hereto sign this/her agreement and have read and fully understand the foregoing and it is their intent to be bound by the terms and conditions hereof:

Model

Date: _____

Model's Social Security or Tax ID#

On The Rocks Models, LLC

Date: _____