

**INDEPENDENT MODEL AGREEMENT  
Between**

**BIG ORANGE PRODUCTIONS, INC. (“BIG ORANGE”)**

**and**

**(NAME)** \_\_\_\_\_

**ARTICLE 1  
The Parties**

This Agreement is entered into **(date)**: \_\_\_\_\_, by and between Big Orange Productions, Inc. (hereinafter referred to as “Big Orange”) with its principal place of business at 93 Dana St, Providence RI 02906, and **(name)**: \_\_\_\_\_ (hereinafter referred to as “Model”) an individual with a principal place of business at **(address)**: \_\_\_\_\_.

Model enters into this/her Agreement as, and shall continue to be, an Independent Contractor. Under no circumstances shall Model look to Big Orange as employer, partner, agent, or principal. Model shall not be entitled to any benefits accorded to Big Orange employees including worker’s compensation, disability insurance, vacation or sick pay. Model shall be responsible for providing, at Model’s expense, and in Model’s name, any and all disability, workers’ compensation or other insurance, as well as licenses and permits usual or necessary for performing the Services necessary under this/her Agreement.

**ARTICLE 2  
Purpose**

Model is known to be a print or promotional model and as such Big Orange desires to contract Model for purposes of doing print or promotional work. So long as Model is under agreement with Big Orange to be working as a model, he/she will be deemed a Model.

**ARTICLE 3  
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 Big Orange’s clients, and submitting invoices to Big Orange in a timely manner.

**ARTICLE 4  
Duties for Big Orange**

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

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

## **ARTICLE 5 Fees & Taxes**

In consideration of Model's performance of his/her duties under this Agreement, Big Orange agrees to pay fees to Model at a negotiated and agreed upon rate. Model will submit invoice to Big Orange, along with any original, client-required paperwork after duties have been performed.

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

As an independent Model, 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 6 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 Big Orange.

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 Big Orange. 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 7 Ownership of Materials**

Big Orange 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 Big Orange, including but not limited to, client advertising, client list, and product advertising.

## **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 agreement, Big Orange 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 Big Orange.

This 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 Agreement.

**ARTICLE 9  
Merger**

This 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 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 Big Orange shall be litigated in Rhode Island Superior Court for the County of Providence.

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

The undersigned persons are authorized by the parties hereto sign this 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 Number

\_\_\_\_\_  
Big Orange Productions, Inc.

Date: \_\_\_\_\_