

terms and conditions page 1

§1 General Information

The following conditions are meant to determine the relationship between the models/performers (hereafter called models), kitchentable model agency (hereafter called Agency) and the respective clients, which shall be binding, unless agreed otherwise.

§2 Booking guidelines

(1) The Agency issues statements in the name and on behalf of the model with regard to the client. In all cases the person booking the model is the client, unless otherwise agreed in writing at the time of booking.

(2) A booking fee of 20% of the model's fee/buyout or cancellation fee will be charged and payable by the client. All sums payable under these terms and conditions are exclusive of VAT and any other similar or equivalent taxes or duties which shall be payable in full without set off by the client. The Agency accepts no responsibility resulting from this legal relationship. The client is not entitled to settle accounts receivable from the model with the accrued commission of the Agency or to exercise a right of retention.

(3) For all subsequent bookings or buyouts the client owes additional booking fees. Direct bookings of models, by-passing the Agency, are unacceptable.

§3 Booking procedures

(1) Options – options are provisional reservations for a certain time. Options automatically expire if they are not confirmed by the client within three days (until 6pm) prior to the proposed booking or within one weekday after the calling of the Agency. Saturdays and Sundays are not considered weekdays. These terms and conditions are based on the Spanish calendar. Options will be listed according to the entry of the booking. If the option is not considered a first option, the client will be informed about the option ranking. If an option has expired, the subsequent option moves up in ranking.

(2) Confirmed bookings – confirmed bookings are binding for both, Agency and client. If requested by the client the Agency is obliged to confirm it in writing without delay, stating all necessary details.

(3) Weather related bookings – weather related bookings are only possible at the model's location and have to be indicated explicitly as such. Unless agreed otherwise, weather related bookings are considered good weather bookings. If weather conditions are not available or if the weather situation is not clear, the client is entitled to cancel the booking with the Agency until one hour prior to the proposed booking. In this case the cancellation fee amounts to 50% of the agreed model fee.

§4 Cancellation

(1) A confirmed booking can be cancelled due to an important reason. Such an important reason for cancellation can include circumstances which cause a confirmed booking to be considered economically unreasonable. The other party has to be informed immediately about the cancellation.

(2) The cancellation has to be made as many weekdays prior to the proposed booking as working and travel days had been booked, however at least three weekdays.

(3) If the booking is cancelled before 12 o'clock noon, this day will be included in the invoice. Saturdays and Sundays are not considered weekdays. These terms and conditions are based on the Spanish calendar.

(4) Daily and hourly bookings have to be cancelled 24 hours prior to the proposed booking.

(5) Should the booking be cancelled by the model, the Agency shall use reasonable endeavours and take steps to offer to the client a suitable replacement and/or substitute, if necessary by contacting other agencies.

§5 Working hours

(1) A full day booking includes eight working hours, a half day booking includes four hours. Unless agreed otherwise the working hours of a full day booking are from 9am-6pm with one hour lunch break.

(2) The working time begins with the arrival of the model at the working location and at the time agreed upon with the client. Preparation times such as make-up and hair-styling are considered working hours.

(3) Overtime rates apply at any time in excess of any 8 hour period and will be charged with 15% above the agreed standard hourly rate

(4) The joint arrival and departure of the model and the client between hotel and location are considered as working time.

§6 Model fees

The model's fee includes the hourly rate and the additional fee for the right of use plus VAT.

(1) Fashion rate – this rate includes photos of all kinds of apparel and fashion accessories (nightwear, jewellery, stockings, shoes, hair-styles, spectacles, etc.) which are used for a fashion styling, as long as it is not referring to advertisement.

(2) Special fees – corsetry, daywear, nude, ads for consumer goods, ads at a fashion rate and commercials are subject to a special agreement.

(3) Bookings for half days or at hourly rates – the model's fee for a half days booking amounts to 60% of the daily rate, if the model is based at the place of the location. Bookings for half days or at hourly rates for models arriving from other destinations are always subject to a special agreement.

terms and conditions page 2

§7 Travel fees

(1) Any time spent by the model travelling to or from a clients venue will be reimbursed only if the model travels entirely or partially during models standard working hours. Up to two working days: the model will be reimbursed with 60% of the daily rate, up to four working days: the model will be reimbursed with 1/2 daily rate, from five days onwards: no reimbursement, unless travelling to or from the clients venue takes more than one working day.

§8 Terms of payment

Invoicing party will be the mediatory Agency. The model fees, including the cancellation fees, travel fees and expenses will be charged in EURO (national currency at purchase rate). Payments will be made in EURO.

§9 Complaints and liabilities

- (1) Any cause for complaint must be reported to the Agency by the client as soon as it arises and the reasons for the complaints have to be clearly demonstrated with polaroids. Then the model has to be released immediately and formally from her/his requirement to work. In case of legitimate complaints which can be verified by the client there will not be any charges nor travel expenses to be paid for the respective model. However should pictures of the model be taken the client is considered to have given up his claim of any legitimate complaint.
- (2) If for any reason the model is culpably delayed (oversleep, missed aircraft etc.) the model has to work longer accordingly. Should this not be possible due to certain circumstances, or should it only be feasible to some extent, the model cannot claim her/his full daily fee based on the overtime rate.
- (3) Should the photoshoot be particularly risky, the client is obliged to take out insurance for the model. Should the Agency not have been informed explicitly about the risk at the time of booking, the model is entitled to refuse her service and will be reimbursed with 70% of the total fee agreed upon.
- (4) Further claims are subject to general legal requirements. The maximum liability of the model as well as of the respective mediatory Agencies for all claims shall be limited to the double amount of the total fee, except wilful intent or gross negligence.
- (5) The model is not responsible for hair-styling and make-up.

§10 Rights of use

- (1) Unless agreed otherwise and included on the booking confirmation form, the agreed model fees provide an entitlement and right for the respective client to use the images for the initial permitted use, the initial permitted product and the way of utilisation for one year within the requested country. The one-year period shall begin with the actual use of the images, however at the latest two months after the photos have been taken.
- (2) Any further use, especially posters, billboards, packaging, displays, videos as well as any further use of the model's name are subject to the Agencies permission in writing.
- (3) Such permitted use and entitlement is strictly subject to payment in full of all fees owed to the Agency. Any use prior to payment is unacceptable.
- (4) The model is entitled to use her/his images on all kinds of advertising material for the purpose of self-marketing. The Agency has to be notified in writing about any exclusion of exploitation.

§11 Final provisions

- (1) The parties involved in the above mentioned booking conditions (Agency, model and client) agree that these terms and conditions and its provisions will be governed by and construed in accordance with Spanish law. The place of delivery of all obligations resulting from the booking in conjunction with the rights of use is the domicile of the respective Agency.
- (2) The client assumes responsibility for any changes or supplements to the booking and any deviations from the booking conditions to me made only prior to an agreement with the Agency as well as to refrain from encouraging the model to make any changes of the booking or its supplements during the working days.
- (3) The validity of the booking conditions shall not be affected should one or various conditions become invalid. In order to replace the invalid condition, a condition is agreed upon, which comes closest to the intended purpose. The same counts for completions of deficiencies of the contract.