



GRAND  
MODELS

## Model Management Contract

between

**GRAND MODELS**

– Michelle Erdmann

Wolfener Str. 32-34 K  
12681 Berlin

hereinafter referred to as GRAND MODELS

and

\_\_\_\_\_

first name

\_\_\_\_\_

name

\_\_\_\_\_

date of birth

\_\_\_\_\_

street, number

\_\_\_\_\_

zip

\_\_\_\_\_

location

hereinafter referred to as Model.

### §1 Subject of the contract

The Model exclusively entrusts GRAND MODELS with managing all their artistic and business-related interests as a model. Furthermore, GRAND MODELS shall be entrusted with the representation of the Model's interests towards third parties.

GRAND MODELS shall connect the Model with clients (such as photographers, film and television productions, (advertising) agencies, industrial companies and comparable clients) for the following types of services:

Modeling for online and print campaigns, photo shoots, fashion shows, advertising films and campaigns as well as similar projects.

The Model assigns all tasks regarding public relations, planning, coordination and mediation of their activities as a model and their related business activities to GRAND MODELS.

GRAND MODELS is independently entrusted with the aforementioned tasks and will also - if necessary - cooperate with attorneys and tax consultants or commission them in the interests of the Model.

Unless otherwise expressly agreed, GRAND MODELS shall represent the Model worldwide. All parties are aware that only a close and trustful cooperation can benefit the Model's career.

**§ 2** GRAND MODELS shall do everything in its power to promote the Model and use its contacts with all clients, such as labels, designers, advertising agencies, partner agencies, organizers of fashion shows, film and TV producers, for the benefit of the Model.

**§ 3** By signing this agreement, the Model grants GRAND MODELS the power of attorney to enter into all contracts within the range of § 1 as well as contracts for photo shoots, commercial shoots etc. in their name after prior consultation. The Model acknowledges the effectiveness of these contracts for themselves without exception.

**§ 4** The contracting parties agree that the aforementioned activities justify an adequate compensation of GRAND MODELS by means of a share of the Model's revenues (earnings). GRAND MODELS shall receive a share as follows:

**a)** Unless otherwise expressly agreed, GRAND MODELS shall receive a commission of 25 % plus the respective taxes. This commission refers to all net income of the Model, that was accomplished through GRAND MODELS, in particular model fees, income from rights of use transfers etc.

**b)** For contracts concluded by the Model themselves or through third parties, GRAND MODELS shall receive the full agency commission, if the contract was essentially concluded due to the influence of GRAND MODELS. The mere contributory causality of GRAND MODELS shall be sufficient in this regard. This applies in particular to subsequent bookings.

**c)** Invoicing and payment of fees and commissions shall take place immediately upon receipt of the corresponding amounts, either by the Model or by GRAND MODELS.

**d)** In the event of intentional or negligent conduct on part of the Model that leads to a termination of the contract by the customer, GRAND MODELS is entitled to claim damages. This shall also apply in the event of intentional or negligent conduct prior to the commencement of the activity (e.g. delay or failure to appear at the agreed location). Even type changes unknown to GRAND VISIONS (e.g. hair, measurements, tattoos or piercings) can lead to the cancellation of the contract and thus constitute and therefore represent intentional or negligent conduct on part of the Model. The Model is fully liable for all resulting damages.

**§ 5** After termination or cancellation of this agreement, GRAND MODELS shall continue to participate in all revenues of the Model (in terms of § 4 a) after the termination of the agreement if the publication of the photographs or videos was made during the term of the agreement or if GRAND MODELS planned and fully prepared the publication during the term of the agreement (e.g. contracts have already been closed).

**§ 6** This contract is concluded indefinitely with a minimum contract period of 12 months. After expiry of the minimum contract period, either party may terminate the contract with a notice period of 3 months. The termination must be made in writing.

**§ 7** The Model warrants and represents that they have not transferred the rights under this agreement to any other person and that they are not prevented from concluding and fulfilling this contract by other obligations. The Model is liable for possible recourse claims of third parties.

**§ 8** The Model shall regularly transmit photo and video data to GRAND MODELS for the purpose of updating the sedcard and model books, as well as for use on the website, on social media, in newsletters, on flyers and brochures.

**§ 9** The Model warrants that they hold all necessary rights of use to the transmitted photo and video data (as described in § 8) and allows GRAND MODELS to use and publish this data. The Model shall be liable for any infringements of the rights of use by third parties.

**§ 10** The Model shall be an independent entrepreneur, shall not work on the instruction of GRAND MODELS and, in particular, is not bound by instructions with regard to the place and time of service.

The Model assures to receive at least 1/6 of all annual income from self-employment through other clients. If this should not be the case, the Model is obligated to inform GRAND MODELS about this two months before the end of the fiscal year.

Until the written booking, the Model is not obliged to accept a contract.

**§ 11** German law shall apply to the contractual relationship. Amendments and supplements must be made in written form. This also applies to the written form requirement itself.

**a)** Should individual provisions of this contract be invalid, the remainder of the contract shall nevertheless remain valid. In this case, the parties shall replace the invalid provision with a valid provision equal or close to the sense and purpose of the invalid provision from an economic point of view.

**b)** The Model acknowledges and agrees that, within the scope of this contract, the data relating to the contractual relationship may be stored, passed on in the context of booking and billing and processed according to the provisions of the Federal Data Protection Act.

**c)** The place of jurisdiction is Berlin.

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Berlin, date

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first name, name  
Model (for underaged also signature of  
legal guardian required)

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signature

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first name, name  
Company member of GRAND MODELS

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signature