



## CLIENT TERMS & CONDITIONS

In these Terms and Conditions, the “**Agency**” refers to **Stud+ Model Project (SMP)**, the “**Client**” refers to the **person, company, or entity** engaging the Agency, and the “**Talent**” refers to the **model, influencer, or creatives** providing services for the booking.

### 1. GENERAL TERMS

#### 1.1 Priority of Terms

These Terms & Conditions apply to all bookings and agreements arranged by the Agency and take precedence over any Client terms, purchase orders, or other documents, unless the Agency agrees otherwise in writing prior to the booking.

#### 1.2 Written Changes Only

Any exception, waiver, or variation to these Terms is valid only if confirmed in writing by the Agency.

#### 1.3 Booking Documents

These Terms must be read together with the Booking Confirmation and invoice. If there is a conflict, the Agency’s written Booking Confirmation controls for that booking.

#### 1.4 Client Responsibility to Inform Others

The Client is responsible for ensuring that all relevant parties involved in the production (including photographers, producers, stylists, and other vendors) are aware of and comply with these Terms.

## **2. BOOKINGS**

### **2.1 Booking Confirmation Required**

A Booking Confirmation outlining the agreed terms must be returned by the Client before services begin.

### **2.2 Provisional / Option Holds**

Provisional bookings (options) must be confirmed within 24 hours (or earlier if stated). The Agency may release an option and accept a guaranteed booking at any time until confirmation is received.

### **2.3 Changes to Bookings**

Any requested changes (timing, location, scope, usage, deliverables, wardrobe requirements, etc.) must be communicated to the Agency before the Booking Confirmation is returned.

### **2.4 Direct Booking Through Agency**

All Talent introduced by the Agency must be booked only through the Agency. The Client may not negotiate directly with Talent or engage Talent for related work outside the Agency without the Agency's written consent.

## **3. FEES, RATES, AGENCY FEES, AND WORKING TIME**

### **3.1 Rate Structure**

Talent services are billed at an hourly, half-day, or day rate as quoted by the Agency. Unless the Agency confirms otherwise in writing, a day rate covers up to 8 hours (including a 1-hour meal break).

### **3.2 Minimum Booking**

The minimum booking period is 2 hours.

### **3.3 Half-Day Rules**

A half-day booking is 4 hours. The Agency may specify start/end windows for half-day eligibility in the Booking Confirmation.

### **3.4 Overtime**

Overtime applies when: - the booking exceeds the agreed hours, or - the booking begins before 9:00 AM or continues after 6:00 PM, or - the booking occurs on Sundays or recognized holidays.

Unless otherwise stated on the Booking Confirmation, overtime is charged as follows: - 9:00 AM–6:00 PM: standard hourly rate - Before 9:00 AM / after 6:00 PM: 1.5x hourly rate - Sundays/holidays: 2x hourly rate

### **3.5 Agency Fees (Commission)**

In addition to the Talent fees and any approved expenses, the Client agrees to pay the Agency the following Agency fee:

- Standard bookings: 20% of the total Talent fees
- SAG-AFTRA associated Talent: 10% of the total Talent fees

The applicable Agency fee will be stated on the Booking Confirmation and/or invoice.

### **3.6 Payment to Agency**

All fees and expenses are payable directly to the Agency, including the Agency fee.

### **3.7 Special Handling / Sensitive Content**

Any special requirements (including lingerie/underwear, simulated intimacy, implied nudity, or other sensitive content) must be disclosed and agreed in writing in advance.

Nudity: Nude photography/filming is not permitted unless expressly approved by the Agency in a prior written agreement, including the scope of nudity and any additional fees.

### **3.8 Castings**

Casting requests and any related fees (if applicable) must be agreed in advance and will be confirmed in writing.

### **3.9 Taxes**

All quoted amounts are exclusive of applicable taxes unless stated otherwise.

## **4. USAGE RIGHTS & RESTRICTIONS**

### **4.1 Usage Must Be Agreed in Advance**

Usage rights must be agreed at the time of booking. Unless otherwise stated in writing, the standard fee covers one (1) image for one (1) year in the agreed territory and medium.

### **4.2 No Additional Use Without Permission**

The Client may not use Talent's name, likeness, images, footage, audio, or other recordings beyond the agreed usage without the Agency's prior written approval and payment of any additional fees.

### **4.3 Prohibited / Restricted Uses (Unless Specifically Approved)**

Unless explicitly agreed in writing, the Client may not use images/footage for: - product packaging, labels, or point-of-sale materials - stickers, decals, calendars, or similar merchandise - large-format outdoor advertising (e.g., billboards, transit ads, shelter posters) - window displays or storefront posters

If the Client desires any of the above, the Agency will confirm the scope and fees in writing.

### **4.4 Client Duty to Notify of Re-Use**

It is the Client's responsibility to notify the Agency of any planned re-use, extension, or expansion of usage before publication.

### **4.5 No Usage Rights Until Paid**

No usage rights are granted until the invoice is paid in full.

## **5. TRAVEL, EXPENSES, AND ADMINISTRATION**

### **5.1 Client Responsibility**

Travel and accommodation expenses are chargeable and must be covered by the Client as agreed in advance.

### **5.2 Travel Days**

Travel days will be billed at half the agreed day rate, unless otherwise stated in the Booking Confirmation.

### 5.3 Per Diems

Per diems may be charged for overnight stays as specified in the Booking Confirmation.

### 5.4 Agency-Arranged Travel

If the Client requests the Agency to arrange travel or accommodation, an additional 20% administration fee will apply.

### 5.5 Reimbursement Timing

Approved travel expenses must be reimbursed within 7 days of the invoice date unless otherwise agreed.

## 6. INVOICES, QUERIES, AND PAYMENT

### 6.1 Payment Due Date

Payment of all fees and expenses is due within 30 days of the invoice date unless otherwise agreed in writing.

### 6.2 Invoice Queries Window

Invoice queries must be raised in writing within 48 hours of receipt. If no written query is received within that period, the invoice will be deemed accepted.

### 6.3 Late Fees and Collection Costs

Late payments may incur a 10% overdue fee. The Client is responsible for reasonable costs incurred by the Agency to recover overdue amounts (including collection and legal costs where permitted by law).

### 6.4 No Set-Off

The Client may not withhold, deduct, or set off any amounts from the invoice due to any claim the Client alleges against the Agency or Talent.

## 7. CANCELLATIONS

### 7.1 Client Cancellations (Single-Day / Partial-Day)

- Cancellation with more than 2 business days notice: no fee
- Cancellation within 2 business days: 50% of the agreed fee (unless rebooked)

- Cancellation within 1 business day or same-day: 100% of the agreed fee (unless rebooked immediately)

## 7.2 Multi-Day Bookings

For multi-day bookings, the Client must provide cancellation notice equal to the number of booked days. If shorter notice is provided, the Client will be responsible for the fees as stated in the Booking Confirmation (which may include full fees for the cancelled days).

## 7.3 “Weather Hold” / Good Weather Bookings

If a booking is designated as weather-dependent in writing: - first weather cancellation: no fee - second weather cancellation: 50% of the agreed fee - third weather cancellation: 100% of the agreed fee

## 7.4 Talent Cancellations

Talent cancellations due to illness or circumstances outside reasonable control are not subject to cancellation charges. The Agency will use reasonable efforts to find suitable replacement Talent when possible.

# 8. COMPLAINTS & REPLACEMENTS

## 8.1 Immediate Notice Required

Complaints must be reported to the Agency immediately and in writing.

## 8.2 Refusal Before Services Begin

If the Client believes Talent is unsuitable for a booking, the Client must notify the Agency and refuse the Talent before services begin. Complaints raised after services have been rendered may not be accepted.

# 9. INSURANCE, SAFETY, AND WORKING CONDITIONS

## 9.1 Safe Working Environment

The Client must provide a professional, respectful, and safe working environment and comply with all applicable workplace safety requirements.

## 9.2 Client Insurance

The Client is responsible for maintaining adequate insurance for the booking, including third-party liability and coverage for the production environment.

# 10. LIABILITY

## 10.1 Limitation of Liability

To the maximum extent permitted by law, the Agency is not liable for losses arising from Talent cancellations, delays, or no-shows.

## 10.2 Exclusion of Indirect Losses

The Agency will not be liable for indirect, incidental, special, or consequential damages.

## 10.3 Third-Party Claims

The Client is responsible for claims arising from the Client's production, directions, or use of images/recordings, except where caused by the Agency's gross negligence or willful misconduct.

# 11. DATA PROTECTION

## 11.1 Compliance

The Client must comply with all applicable data protection laws.

## 11.2 Limited Use of Personal Data

Any personal data shared by the Agency may be used solely for the purpose of the booking and must not be shared or retained beyond what is necessary for that purpose.

# 12. NOTICES

## 12.1 Written Notices

Any formal notice to the Agency must be provided in writing to the Agency's designated contact method stated on the Booking Confirmation or invoice.

# 13. CONTACT

For questions or clarification, contact: [info@studmodelproject.com](mailto:info@studmodelproject.com)