



# PRO SPORTMODELS

## **General business and booking conditions**

### **§ 1 Field of action**

The following conditions regulate the legal relationship between simply create UG based in Sigmaringenstr. 58, 70567, Stuttgart, managing director and authorized representative Elmar Burke, jurisdiction Stuttgart (hereafter referred to as „agency“), the client (hereinafter referred to as „customer“) and the person being mediated (hereinafter referred to as „sports model“) as far as in individual cases not otherwise agreed in writing. The terms and conditions are considered part of the management agreement concluded with the sports model or the booking confirmation issued / signed by the customer.

### **§ 2 Accounting Level**

The agency acts as a placement agency for customers of the advertising, media and fashion industry, for cover and advertising photos, film and photo productions and the like and mediates the contracted with her sports models to this. Customer is the one who instructs the agency with a Sportmodelbuchung / Sportmodelbuchungen, as far as no other agreements are made in the booking in writing. The model is booked orally, by phone or by e-mail. Thereafter, the customer receives a booking confirmation by mail or e-mail. The contractual relationship only comes into existence if the booking confirmation signed by the customer is received by the agency. This booking confirmation must be signed and returned to the agency immediately by e-mail, fax or post. The sending of the booking confirmation by the agency and the return of the booking confirmation signed by the customer are a prerequisite for the effectiveness of the booking.

The agency makes statements to the customer on behalf of and for the account of the sports model and concludes employment contracts on behalf of the sports model. For the activity of mediation of the sports model the customer owes the agency an agency commission. Unless otherwise agreed in writing, this amounts to 20% of the agreed fee / or buyout plus the legally stipulated VAT in Germany. For follow-up bookings, the customer owes the agency commission as well. Not allowed are direct bookings of the sports model, bypassing the agency. The storage of personal data of the sports model and the transfer to third parties is not permitted to the customer. Negotiations between customers and sports models as well as a contact to this are to lead over the agency. The privacy of the sports model on the part of the customer must be preserved and protected.

### **§ 3 Mode of booking**

a) Options: The booking made by the customer is optioned (reserved) for a binding appointment / binding period. This appointment-binding reservation (option booking) expires at the latest on the third working day at 18.00 hours before the beginning of the sports model or before this deadline on the next working day following the request of the agency to make a fixed booking. (It is the German time period). For option bookings, the priority

principle applies, which means that an option book entry is recorded after the entry of the entry. Unless this is a first-time booking, the customer will be notified of the option rank. Options move up if an option expires.

b) Fixed bookings: A fixed booking is a binding booking for both parties. By providing the basic and relevant facts, this must be confirmed in writing by the agency at the request of the customer.

c) Weather bookings: The possibility of weather-related bookings exists only at the whereabouts of the sports model. A weather-related booking must be explicitly titled as such. If the weather does not meet the weather conditions specified by the customer or if the weather conditions are uncertain, he will be given the opportunity to cancel the booking up to two hours before the start of the agreed working time of the sports model. The cancellation fee amounts in this case to 50% of the agreed fee plus 20% agency commission.

## **§ 4 Cancellations**

The cancellation of a fixed booking is given only for good cause (see BGB). An important reason for cancellation are also verifiable conditions that make the realization of the fixed booking economically unreasonable. Cancellation requires immediate notification to the Agency. Likewise, the cancellation must be communicated to the other parts immediately. Cancellation must be made as many working days before the start of work as work and travel days have been booked and documented, but at least three working days before the start of work. If the cancellation takes place before 12.00 noon German time, this day will be taken into account and counted. The customer is liable for the agreed fee plus 20% agency commission and expenses, if the cancellation is made by him without good cause. If the booking is canceled by the sports model or the agency, the agency will do the best possible for an adequate replacement, possibly involving other agencies.

## **§ 5 Working hours / Overtime pay**

In an all-day booking, the working time, including a one-hour break, is nine hours; the working time for a half-day booking is four hours. The time for make-up, styling and further preparations is part of the regular working hours. The agreed fee for a day or half day booking must be paid in full even if the booked time has not been fully utilized. The working time of the sports model begins with the arrival at the agreed location at the agreed time. Compensation for overtime is granted with a grace period of 30 minutes granted at 15% of the base fee per commenced hour. The sports model has to report incurred overtime within five days at agency by e-mail. Arrival and departure to the location are not overtime.

## **§ 6 Travel expenses / Expenses / Surcharges**

The customer is obliged to take the travel expenses of the sports model by public transport (eg train ticket 2nd class, airfare etc.) or by car to the agreed location or from the agreed location to your home. When arriving / departing by car, the kilometer lump sum fixed for tax purposes (currently € 0.30) serves as the basis for the calculation. Travel expenses as well as further expenses (for example hotel costs, food, taxi costs etc.) will be charged to the customer after completion of the activity by the agency. The sports model is obliged to submit all relevant documents about costs incurred (travel expenses / expenses) to the agency within five working days after completion of the activity. A reimbursement of costs incurred does not occur if this deadline is missed. During the working hours of the sports model, the customer provides him with sufficient soft drinks and a snack / snack per working day.

If the customer a booking gem. § 4 is canceled, in this case the unavoidable travel costs or cancellation costs are to be borne by him. If the arrival and departure of the sports model

is required on the day before or the next day of production and amounts to at least four hours per journey, this time will be charged at 50% of a daily rate plus agency commission per travel day.

## **§ 7 Payment arrangements**

Gages, buyouts and expenses incurred on behalf of the sports model are billed by the agency to the customer by invoice. For this purpose, the agency is authorized and authorized by virtue of a management agreement of the sports model. The taxation of the paid fees and deductions is the responsibility of the sports model. Fulfillment of tax matters is not the responsibility of the Agency. The fee calculation of the sports model, including the travel expenses and expenses (proofs in copy) will be paid net in return for invoicing, but only after full payment of the agency bill by the customer.

The customer undertakes to pay invoices to the agency within a payment period of 21 days after completion of the shoot. In case of failure to meet the payment deadline, the agency reserves the right to charge dunning fees and default interest.

## **§ 8 Buyout**

Buyout is the assignment of rights of use for remuneration. No rights of use are assigned with the agreed model fee unless expressly agreed otherwise. A transfer of rights takes place separately and specifically for a specified purpose of use, for a defined use, for the specified product and the period of use. For any further use of rights, especially for posters, posters, packaging, displays, videos and any use of the athlete's name, the written consent of the agency is expressly required.

A year's break with the actual use, but no later than three months after production of the recordings. In general, a digital storage of recordings is not allowed. This is only permitted with the written consent of the agency stating the specific purpose. The customer is granted rights of use only after the agreed fee has been paid in full. In advance, any use is prohibited.

## **§ 9 Complaints**

The customer must inform the agency immediately in case of complaints. He has to indemnify the sports model from his duty to work and to document and prove the reasons for the complaint by providing audiovisual evidence. The sports model is not responsible for make-up and hair styling.

The customer is released from any obligation to pay (including travel expenses) for this sports model, provided that complaints are proven and justified. If despite the complaint with the Sport Model recordings made, the customer renounces the maintenance of the complaint.

## **§ 10 Delays / No shows / Illness**

At culpable delay of the sports model, his working time is extended accordingly. If an extension of working hours due to special circumstances is not possible or only partially possible, the sports model forfeits its pro rata daily fee based on the overtime fee. This does not apply to buyout claims that are exempt. For the costs, which result from its delay, the Sportmodel has to pay.

If the sports model does not commence its activity despite a binding booking, the agency will charge the customer for any damage claims on the part of the customer (for example production costs) as well as any replacement costs for other sports models. The resulting costs are charged to the sports model. A liability of the agency is not possible. The cus-

customer has to notify the agency of the non-appearance of the sports model. The Agency endeavors to limit the damage by procuring a replacement model.

If it is not possible for the Sport Model to take up the activity due to illness, accident or force majeure, the Sport Model is obliged to notify the Agency immediately. The disease must be proven by presenting a medical certificate to the agency. If, in these cases, no direct notification to the Agency or the sports model can not prove the reasons for his absence, he is liable for the damage incurred. The agency is entitled to use an adequate sports model in its place.

The agency and the sports model can not be held liable if a no-show or a delay results from reasons of force majeure and these were reported directly to the agency by the Sportmodel.

## **§ 11 Insurance / Security**

The Sport Model assures that it is properly insured for health and liability insurance and takes out any other required insurance in relation to its activity and bears its costs. All insurance matters are the responsibility of the sports model or the customer. The agency acts as an intermediary between the customer and Sportmodel and assumes no liability in this capacity.

The Customer must take precautions to protect the life, health and well-being of the Sport Model, comply with prevailing laws, regulations and policies, and undertake not to violate law and order. The customer has to take care for the conclusion of an insurance which covers damages caused by and on the sports model. In case of a particularly risky activity of the sports model, the agency must be informed in advance. If the customer has not explicitly informed the agency in advance, the sports model can refuse to pay. If applicable, a cancellation fee of 70% of the agreed total fee plus agency commission will be charged.

## **§ 12 Liability**

The agency is not liable for the mediated legal relationship between the customer and the sports model. The agency is only liable for the mediation service. For a certain performance of the mediated sports model, the agency does not guarantee. The Agency assumes no liability for losses, lost profits, missed savings, damage from claims of third parties or for all other consequential damages incurred by the customer for reasons of failure or non-appearance of the sports model. The assertion of such claims is directed exclusively against the sports model. The customer may not offset claims that are directed against the sports model with the commission claim of the agency; Likewise, he is not entitled to assert a right of retention. The liability of the sports model and its agency for any legal reason is limited to the agreed fee. For any damages or claims for damages the agency and the sports model are only liable for intent and gross negligence. The liability for slight negligence is excluded. Further claims are made in accordance with the general statutory provisions.

The agency does not compensate for accidents or injuries of the sports model / model, customers or third persons and if objects of these persons are damaged or lost. A liability of the agency for accidents at the shooting / shooting day and for accidents on arrival and departure is excluded.

## **§ 13 Final provisions / Severability clause**

Between the parties to these booking conditions (agency, customer and sports model), the law of the Federal Republic of Germany applies. The registered office of the agency (Poststraße 20, 49835 Wietmarschen) applies to all obligations arising from bookings / agreements and especially in connection with rights of use as the place of performance.

Changes to the booking or additions and deviations from these booking conditions are only permitted to the customer with the prior written approval of the agency. The customer is not permitted to request changes or additions to the bookings from the Sportmodell and to hold it.

If any provision of these Terms and Conditions be or become invalid, the terms and conditions shall not be invalid. Should a provision nevertheless be ineffective, it shall be replaced by a regulation which, within the scope of the legal possibilities, corresponds to the will of the contracting parties or which comes closest to it (severability clause).

The seat of the agency (Sigmaringerstr 58, 70567 Stuttgart) is the place of jurisdiction for registered traders, legal persons under public law and customers without general jurisdiction in Germany.