

AMBIENT ARTISTS
TALENT REPRESENTATION AGREEMENT

1. THE PARTIES: This Agreement is entered into between Ambient Artists Inc. ("the Agency") and [Talent/Performer Full Legal Name] ("the Artist/Performer"), professionally known as [Professional Name If Applicable].

2. SCOPE OF REPRESENTATION: The Artist/Performer appoints The Agency to act as their representative for work or performances as a union background performer, non-union background performer, special skills performer, stand-in, or photo double in Film, Television, Commercials, Music Videos, and other media requiring these categories.

This representation is non-exclusive, and the Artist/Performer may obtain background performance work independently or through other agencies. The Artist/Performer is responsible for keeping The Agency informed, in advance, of their availability and any dates on which they are unavailable or otherwise unable to accept work.

This representation applies to background performance and other applicable categories related to background performance and does not prevent the Artist/Performer from obtaining separate representation for principal acting, modelling, voice, or other areas of the entertainment industry.

The Artist/Performer retains the right to accept or decline any engagement offered through the Agency.

3. TERM & TERMINATION:
Duration: This Agreement shall begin on [Start Date] and continue for an initial period of 12 months. Following the initial term, the Agreement will continue unless terminated by either party in accordance with this section.

Professional Conduct: The Artist/Performer agrees to comply with The Agency's Performer Code of Ethics & Professional Conduct. The Agency may update the Code as reasonably necessary to reflect professional, production, safety, or industry standards and will provide notice to Artist/Performers of any material changes.

Termination: Either party may terminate this Agreement at any time by providing 30 days written notice. The Agency and Artist/Performer may mutually agree to terminate the Agreement immediately.

Immediate Termination: The Agency may terminate this Agreement immediately in cases of serious misconduct, dishonesty, repeated failure to honour confirmed bookings, or a serious breach of this Agreement or The Agency's Performer Code of Ethics & Professional Conduct.

Post-Termination: Termination of this Agreement does not affect The Agency's right to receive commission on work secured or booked through The Agency during the term of this Agreement, even if the work is performed or payment is received after termination.

4. COMMISSIONS: The Artist/Performer agrees to pay The Agency a commission of 11% on all Commissionable Compensation earned from work secured through The Agency.

Commissionable Compensation includes regular performance fees, overtime, fitting or wardrobe fees, hair or makeup fees, meal penalties, paid travel time, cancellation fees, holiday fees, usage fees including pets, animals, vehicles, all bumps or allowances, residuals, and other compensation paid directly for the Artist/Performer's work or time in connection with an engagement secured through The Agency.

Wardrobe: Fitting fees or other compensation paid for the Artist/Performer's time attending a fitting are Commissionable Compensation. Any wardrobe allowance, wardrobe reimbursement, or other payment made specifically for the Artist/Performer providing or supplying their own clothing or wardrobe for an engagement is commissionable.

Upgrades: If an Artist/Performer is upgraded on set or otherwise receives a higher classification, role, rate of pay, or additional compensation arising from an engagement originally secured through the Agency, The Agency's eleven 11% commission will apply to the compensation resulting from that upgrade.

Subsequent Payments: The Agency's commission will also apply to residuals, usage fees, renewals, extensions, additional use, or other compensation subsequently paid as a result of an engagement originally secured through The Agency, even if such payment is received after the original work has been completed or after this Agreement has terminated.

Non-Commissionable Amounts: No commission will be charged on late-payment penalties, accommodation reimbursements, or other amounts paid solely to reimburse the Artist/Performer for expenses.

Commission is calculated on the gross Commissionable Compensation before applicable taxes and deductions.

5. DISBURSEMENT OF FUNDS:
Receipt of Payments: The Agency is authorized to receive payments on behalf of the Artist/Performer for engagements secured through The Agency.

Client Funds: Funds received by The Agency on behalf of the Artist/Performer will be maintained separately from the Agency's operating funds and handled in accordance with the Agency's financial obligations to its performers.

Deductions: The Agency may deduct its applicable commission, as set out in Section 4, and any expenses that were approved in advance by the Artist/Performer. Supporting receipts or documentation will be provided for any such expenses.

Payment to the Artist/Performer: The Agency will remit the balance owing to the Artist/Performer within five (5) business days *after* the applicable funds have cleared the Agency's account.

Method of Payment: Payments will ordinarily be made by direct deposit using the payment information provided by the Artist/Performer. The Artist/Performer must provide their banking information to allow the direct deposit into their financial institution.

Banking Information: The Artist/Performer is responsible for ensuring that all banking and payment information provided to The Agency is complete, accurate, and kept current. The Agency will not be responsible for delays resulting from incorrect, incomplete, or outdated payment information provided by the Artist/Performer.

If the Artist/Performer cannot receive their payment via Direct Deposit, they may request another method of payment at an additional cost for the processing and additional banking fees incurred:

- Manual Cheque: $5.00
- Interact Transfer (EFT): $3.00
    - Please note that the recipient MUST have “auto-deposit” enabled
- Wire Transfer: $50.00

6. ARTIST OBLIGATIONS

Professionalism: The Artist/Performer agrees to arrive at auditions, fittings and confirmed bookings on time, prepared, and able to perform the work for which they have been booked.

Availability: As representation by The Agency is non-exclusive, the Artist/Performer is responsible for keeping their availability and book-out dates current on The Agency's designated online platform. The Artist/Performer must promptly update their availability when accepting work through another agency, independently, or whenever they otherwise become unavailable.

Confirmed Bookings: The Artist/Performer retains the right to accept or decline an offered engagement. Once an engagement has been accepted and confirmed, the Artist/Performer is expected to honour the booking except in the case of illness, emergency, or other

circumstances beyond their reasonable control, and must notify The Agency as soon as possible if they are unable to attend.

Profile Information: The Artist/Performer is responsible for maintaining complete, accurate, and current information on The Agency's designated online platform, including current photographs, physical appearance, measurements and sizes, contact information, union or guild status, special skills, licences or certifications, pets, animals, vehicles, and any other information relevant to casting.

Current Appearance: Photographs and profile information must accurately represent the Artist/Performer's current appearance. The Artist/Performer is responsible for promptly updating their profile following any significant change in appearance that may affect casting.

Accuracy of Information: All information provided to The Agency or entered on The Agency's designated online platform must be truthful and accurate. The Artist/Performer must not claim skills, qualifications, licences, certifications, experience, wardrobe, pets, animals, vehicles, or other attributes that they do not possess or cannot provide.

Additional Materials: The Agency may request additional current photographs, wardrobe photographs, self-tapes, or other reasonable materials when required for consideration for a specific engagement.

Agency-Secured Opportunities: Any professional inquiry, booking, extension, upgrade, additional work, or other opportunity arising directly from an engagement, submission, or introduction made by The Agency must be communicated to and handled through The Agency.

Professional Conduct: The Artist/Performer agrees to comply with The Agency's Performer Code of Ethics & Professional Conduct, as amended from time to time.

7. MARKETING & LIKENESS

Representation and Casting: The Artist/Performer grants The Agency permission to use their name, professional name, photographs, likeness, biographical information, and other relevant profile information for the purpose of representing the Artist/Performer, submitting the Artist/Performer for employment opportunities, and communicating the Artist/Performer's information to casting directors, productions, and other industry professionals as reasonably necessary to secure engagements.

Agency Roster and General Promotion: During the term of this Agreement, The Agency may identify the Performer as a member of its roster and may use the Artist/Performer's profile photograph or likeness as part of general Agency roster displays, website content, social media, or other materials promoting The Agency and its roster.

Individual Promotional Use: Where the Artist/Performer's name, photograph, image, or likeness is to be used prominently or individually in an advertising or promotional campaign for The

Agency, rather than for the purpose of representing or securing work for the Performer, the Agency will obtain the Artist/Performer's consent before such use.

End of Representation: Upon termination of this Agreement, The Agency will cease submitting or presenting the Artist/Performer as a current member of its roster and will remove the Performer from active Agency profiles and roster materials within a reasonable period. The Agency will not be required to remove the Artist/Performer's likeness from previously published group photographs, social media posts, historical materials, or other promotional materials created and published while the Artist/Performer was represented by The Agency, provided such materials do not represent the Artist/Performer as currently represented.

8. EXPENSES & ADMINISTRATION FEE

Artist/Performer Expenses: The Artist/Performer is responsible for their own reasonable costs associated with maintaining the materials and resources necessary for representation and background performance work, including current photographs, wardrobe, transportation, and other personal expenses, unless otherwise agreed by The Agency or paid or reimbursed by production.

Agency-Incurred Expenses: The Agency will not incur expenses on behalf of the Artist/Performer or deduct such expenses from monies owing to the Artist/Performer without the Artist/Performer's prior written approval. Where reimbursement is required, the Agency will provide supporting receipts or appropriate documentation.

Service Providers: The Artist/Performer is not required to obtain professional headshots or professional photographs as a condition of representation by the Agency. Suitable photographs may be taken by the Artist/Performer or another person, provided they meet The Agency's current Photo Guide and profile requirements.

The Artist/Performer will not be required to use any particular photographer, printer, training provider, or other third-party service provider as a condition of representation. The Agency may provide recommendations if requested or reasonably helpful, but the Artist/Performer remains free to select their own service providers.

One-Time Administration Fee: There is no fee to apply to Ambient Artists. Artist/Performers who have successfully completed The Agency's vetting process and are formally invited to join The Agency will be charged a one-time administration fee of $[amount] in their first year of representation. This fee is charged only once and will not be charged as an annual or recurring fee.

Production Reimbursements: Amounts paid by a production to reimburse the Artist/Performer for approved expenses will be treated in accordance with the non-commissionable provisions of Section 4.

9. DISPUTE RESOLUTION & GOVERNING LAW

Good-Faith Resolution: In the event of a disagreement or dispute arising from this Agreement, The Agency and the Artist/Performer agree to make reasonable efforts to resolve the matter directly and in good faith.

Governing Law: This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the applicable laws in Canada.

Nothing in this Agreement prevents either party from exercising any rights or remedies available to them under applicable law.

ACKNOWLEDGEMENT & SIGNATURES

By signing or electronically accepting this Agreement, the Artist/Performer confirms that they:

- have read and understand the terms of this Talent Representation Agreement;
- have had the opportunity to ask The Agency questions about the Agreement before accepting it;
- understand The Agency's commission structure and payment practices;
- have received or been provided access to the Ambient Artists Performer Code of Ethics & Professional Conduct and agree to comply with it; and
- understand that it is their responsibility to keep their profile, photographs, availability, contact information, payment information, and other relevant information current and accurate.

The Artist/Performer and the Agency agree to the terms of this Talent Representation Agreement.

ARTIST/PERFORMER

Full Legal Name: _____

Professional Name (if applicable): _____

Signature: _____ Date: _____

AMBIENT ARTISTS INC.

The Agency Representative: _____

Signature: _____ Date: _____