



talent
PARTNERS

LETTER OF REPRESENTATION AND INDEMNIFICATION

Date: _____

Performer's Name ("Performer"):

Performer's Social Security Number:

Performer's Corporation or Limited Liability Company Name ("Lender"):

Lender's Taxpayer ID Number:

Lender's Address:

Lender's Telephone Number

chicago
los angeles
new york

As used in this agreement, the designated Advertiser ("Advertiser") and/or such Advertiser's Advertising Agency or any other agent ("Agency") together with Talent Partners and Advertiser are collectively referred to as the "Engaging Parties".

In order to induce Talent Partners, together with the Advertiser and/or Agency that may engage Talent Partners to engage the services of Performer through Lender and to pay Lender for Performer's services as provided in the standard engagement contracts promulgated by SAG, AFTRA, or AFM or as otherwise provided in any other agreement between Lender and Advertiser and/or Agency for Performer's services ("Lender's Agreement"), the parties agree to the following:

1) The following shall be conditions precedent to Talent Partners' obligations hereunder:

(a) Lender is, and during the term of this agreement and Lender's Agreement, shall remain either, (i) a duly incorporated and validly existing corporation or (ii) a duly organized and validly existing limited liability company ("LLC") and has filed a certificate of organization with the secretary of state where such organization has been formed, and

(b) Neither Lender nor Performer is in breach or default of Lender's Agreement or this agreement.

2) If Lender is a corporation or a limited liability company in which Performer does not have an interest, Performer and Lender warrant and represent that Performer is an employee of Lender, and Performer will cause Lender to fulfill all employer's responsibilities regarding withholding and paying over state and federal income taxes, Social Security, and other taxes or payments, including filing of all required returns and reports, the withholding from employee's compensation and payment of all assessments, taxes, contributions and other sums required to be paid by the employee for unemployment compensation and disability benefits in connection with compensation of Performer's services. If Lender is an LLC and Performer has an interest in such LLC, Performer and Lender warrant and



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represent that they will pay or cause to be paid income tax, withholding taxes, federal and state and local self employment taxes, including Social Security and Medicare taxes and other taxes or sums required to be paid, including unemployment compensation and disability benefits, in connection with compensation of Performer's services. Lender and Performer further represent that the relationship between Talent Partners and Lender is that of principal independent contractor. Lender and Performer will fully defend, indemnify and hold the Engaging Parties, together with their respective predecessors, successors and assigns harmless for any failure of Lender and/or Performer to comply with the above covenants, representations and warranties. In reliance on these covenants, representations, warranties and indemnities, Talent Partners will not withhold any federal or state taxes, Social Security or self employment taxes, as the case may be, or any other payments referred to above or similar payments from the payments to Lender, and Lender and Performer hereby agree to defend, indemnify and hold harmless the Engaging Parties, together with their respective predecessors, successors and assigns from any liability to any of them arising from the non-withholding by any of them.

3) Talent Partners acknowledges that this agreement does not constitute a waiver by Lender or Performer of any terms, conditions or minimum fees under the SAG, AFTRA and/or AFofM collective bargaining agreements (the "Union Agreements") that are applicable to the services rendered by Performer. Lender and Performer acknowledge that any such terms, conditions or minimum fees under the Union Agreements are satisfied provided that: (a) payments or withholding by Talent Partners are based upon the gross amount paid by the Advertiser and/or Agency for the services rendered by Performer; (b) such payments are at least equal to the applicable minimums in the Union Agreements; and (3) the Advertiser and/or Agency pays (or causes to be paid) and reports applicable pension and health fund contributions applicable to the services rendered by Performer.

Lender Officer's Name:

Performer Signature:

Lender Officer's Signature:

Title:

Date:

Date:
