

General Terms and Conditions

(1) General Remarks

The following provisions are intended to govern legal relationships between the models, Aquamarine Model Management (agency) and the respective client in binding manners, unless other agreements have been expressly made in specific cases.

(2) Basis for Bookings

The agency makes declarations to the client in the name and on behalf of the model. The client is defined as the one who books with the agency, unless otherwise agreed in writing at the time of booking.

The client owes the agency a commission of 20 % of the model's fee or of the cancellation fee plus VAT in case of a confirmed booking (VAT is inapplicable in case of taxation of small business owners). The agency does not bear any liability arising from this arranged legal relationship. Any claims of the client against the model may not be offset against the agency's claim to a commission, nor the client is entitled to exercise a right of retention. The client also owes the agency a commission for subsequent bookings as long as the model is represented by the agency. The client undertakes to refrain from direct bookings which circumvent the agency.

(3) Details of Bookings

Options are reservations subject to a binding date. An option terminates if the client does not confirm the booking no later than 3 workdays (by 6 pm) before the start of work or within workday after being requested to do so by the agency. Saturday and Sunday are not considered as workdays. German calendar time applies. Options are noted down in the order in which they are received. If the client's option is not the first option, the client will be informed of his options priority. If any options should lapse, subsequent options will move up in priority.

Confirmed Bookings are considered binding for both parties. At the client's request, the agency must confirm them in writing without delay, indicating essential details.

Weather-related Bookings are only permissible at the model's place of residence and must be expressly denoted as such. Unless agreed otherwise, these are considered as referring to fair-weather bookings. If weather conditions are not as desired or if they are unforeseeable, the client may cancel the booking with the agency up to one hour before the agreed start of work. In this case the cancellation fee amounts to 50 % of the agreed model's fee.

(4) Cancellation

A confirmed booking can be cancelled for an important cause. A cause for cancellation can also be conditions which make the confirmed booking economically unacceptable. The agency must be informed of the cancellation without delay. The cancellation must be made as many workdays before the start of work as the number of workdays and travel days that have been booked, however a minimum of 3 days beforehand. Should the cancellation be made before 12 noon, this day counts in making the calculation. Saturday and Sunday are not considered workdays. German calendar time applies. Bookings by the day or hour must be made 24 hours before the start of work. If the model makes the cancellation, the agency makes every effort, even calling in another agency if necessary, to find an adequate substitute for the client. If the cancellation should be late or without cause, the agreed model's fee must be paid.

(5) Working Hours

The working hours begin when the model meets the client at the agreed location at the agreed time. Preparations such as amkeup and hair styling count as working hours. Overtime is remunerated at 15 % of the agreed daily fee for each hour or part of an hours. If the working hours are exceeded by 30 minutes or less, this will be considered a favour and not put to account. Travel from the hotel to the agreed location and back is also part of the working hours.
Travel time amounting of one hour per day is considered a favor and not put to account.

(6) Modelfee

The modelfee includes the daily fee and the buyout for rights of use plus any VAT which may apply (VAT is inapplicable in case of taxation of small business owners).

Fashion Rate includes all photographs of clothing and accessories appurtenant to fashion (night-clothes, jewelry, stockings, shoes, hairdos, eyeglasses etc.) which are designed in connection with fashion, insofar as this does not involve advertising.

Special Fee is charged for underclothes, corsets, nudes, consumer goods advertising with photographs at the fashion-rate and adverstising films.

Half-day Bookings and Bookings by the Hour always require a separate agreement for models who travel to the place of work. The modelfee for half-day bookings amounts to at least 60 % of the daily fee for models residing at the location.

(7) Travel Expenses

The models traveling to and from the location is recompensed if it falls, in whole or in part, within the usual working hours for models.

The recompense for days of travel amounts to 1 daily fee up to 2 workdays.

Up to 4 workdays it amounts to a half daily fee.

Models residing at, or not traveling to, the location do not receive a refund for costs of overnight stays or accommodations. Except for half-day bookings or bookings by the hour, costs of transportation by taxi will only reimbursed from the city limits. For all trips taken together with the model, the client bears the costs of travel, overnight stays and accommodations from the airport or train station from which the model departs. The remuneration will be made in a lump sum conforming to the standard fiscal rate per workday upon submission of the receipts. If the model should work for several clients at one location, the costs for each workday must be divided up accordingly.

(8) Terms and Conditions of Payment

The models fee, including cancellation fee, recompense for days of travel and travel expenses will be dued upon receipt with no discounts. Travel expenses must be paid in the local currency or in Euro at the buying rate; other payments must be made in Euro.

The commission will be charged with VAT (VAT is inapplicable in case of taxation of small business owners).

(9) Complaints and Liability

In the event of complaints, the client must inform the agency immediatly and state the grounds for the complaint. Polaroids must be taken to provide evidence for the complaint. The model must then be expressly released from the obligation to work. The model is not considered for hair styling, styling and makeup. Proven client complaints revoke any obligation to pay for this model, including travel expenses. If photographs are nevertheless taken using the model, the client will be considered as having waived all rights to complaint.

If the model should be to blame for arriving late (due to oversleeping, missing a flight etc.), the model accordingly is obliged to work longer. If, owing to specific circumstances, thsi should prove to be partially or entirely impossible, then the model loses proportionate claim to a daily fee on the base of overtime rate.

The client must take out an appropriate insurance policy for models involved in particularly hazardous shots. If the agency was not expressly informed of the hazard at time of booking, the model is entitled to refuse perfomance and receives a cancellation fee in the amount of 70 % of the entire fee which was agreed.

Further claims are subject to general statutory regulations. The models liability as well as that of the agency, on any legal grounds whatever, is restricted to double the amount of the total fee, except in

cases of gross negligence and wrongful intent.

(10) Rights of Use

Unless otherwise agreed, paying the agreed models fees gives the client exclusively all rights of use to the photographs of one year within the territory of the Federal Republic of Germany for the agreed use, the agreed product and the agreed form of use. The limit of one year begins at the time of first actual use, but no later than two months after the photographs were taken.

Any utilizations going beyond those listed above, in particular for posters, billboards, packaging, displays, videos, as well as any use of the models name require the express written consent of the agency. Digital storage of the photographs is prohibited as a matter of principle and may only be undertaken with express written consent stating the exact purpose.

(11) Final Terms

German law applies to all parties to these booking conditions, agency, client and model. Place of performance for all obligations arising from bookings in connection with rights of use is the place of business of the agency.

The client undertakes to make alterations or supplements to the bookings and deviations from these booking conditions only after previous consultation with the agency and refrains from enjoining the models to alter or make additions to the bookings during the days of work.

Place of jurisdiction for merchants, legal entities under public law and customers without a general place of jurisdiction in Germany is the seat of the agency.

(12) Salvatorious Clause

If any single terms of that contract are or become void or unenforceable after the contract formation, the residual part of the contract will remain unaffected. Of the void or unenforceable term the effective and feasible term takes place which effects best the economic goals the affiliates originally intended. The preceding terms are even valid in case of gaps in the contract.