



AGENCY AGREEMENT

THIS AGREEMENT, made and entered into the City of Kansas City, by and between Noah Duwe Hereinafter called the “TALENT”, which term shall include in the case of a minor, both the minor and his or her parent(s) or legal guardian, and **TALENT UNLIMITED**, hereinafter called the “AGENT”. This is a one (1) year minimum Agreement that will be automatically renewed on a yearly basis. After one year, either party may cancel the Agreement in writing.

1. EXCLUSIVE AGENCY: The Talent and the Agent hereby agree that the Agent shall act as the Talent’s sole and exclusive Agent for the purpose of arranging interviews, auditions, and contracts of employment in the film, photographic, advertising, live corporate theatre, promotions, and entertainment industries (these industries are hereinafter collectively referred to as “the industry”) in the City of Kansas City, Missouri metropolitan area (within a two hundred mile radius), and the Talent agrees not to employ or authorize any person or persons to act for him or her in like capacity during the term of the Agreement, and the Agent accepts such employment.

2. AGENT’S OBLIGATIONS: The Agent agrees:

- a) To use all reasonable efforts to assist the Talent in procuring employment for the services of the Talent in the industry;
- b) At the request of the Talent, to counsel and advise him or her in matters which concern the professional interests of the Talent in the industry;
- c) To make no binding engagement or other commitment on behalf of the Talent, without the approval of the Talent, and without first informing the Talent of the terms and conditions (including compensation) of such engagement; d) To represent the interests of the Talent ably and diligently in the industry throughout the term of the Agreement. e) To exercise its judgment based on the Talent’s abilities, experience, age, sex and physical characteristics in determining what kinds of engagements the Agents shall advise the Talent to accept;
- f) To collect the Talent’s fees, if appropriate, and after deducting the Agent’s compensation, promptly remit to the Talent the net fee due to the Talent.

3. TALENT’S OBLIGATIONS: The talent agrees:

- a) To furnish the Agent, within 30 days of this Agreement, with professional photography, resumes, biographical material and other material as the Agent may deem necessary to enable the agent to seek engagements for the Talent in the industry;
- b) To use his or her best efforts in ably and diligently performing the services required in any engagement arranged by the Agent. The Talent acknowledges that he or she has received and understands a statement of “Policies and Procedures” and agrees to follow and be bound by the policies contained in the statement; c) To promptly remit to the Agent of account of any and all fees paid directly to the Talent.

4. AGENT’S COMPENSATION: The amount and method of payment of the Agent’s compensation under this contract shall be as follows:

- a) If the Talent’s services are rendered pursuant to a contract covered by the American Federation of Radio & Television Artists (“AFTRA”) or Screen Actors Guild (“SAG”) collective bargaining agreement, then, in all such events, the Talent agrees to pay to the Agent a sum equal to ten percent (10%) of all moneys or other consideration received by the Talent directly or indirectly under contracts of employment entered in into during the term specified herein. Commissions shall be payable when and as such moneys or other consideration are received by the Talent or by anyone else for or on the Talent’s behalf;
- b) If the Talent’s services are rendered pursuant to a contract that is not subject to a collective bargaining agreement established by AFTRA or SAG (all Non Union and print bookings), then, in all such events, the Talent agrees to pay to the Agent a sum equal to twenty percent (20%) of all moneys or other consideration from the fee due to the Talent and promptly remit to the Talent the net fee due;
- c) Talent agrees to bear the risk of loss to the extent of payments already advanced to Talent by Agency in the event that client does not pay for such services, including (1) repayment of all or a portion of such advanced funds, as may be applicable in the shortfalls of payment received by Agency, or (2) deduction by Agency from disbursements on vouchers with respect to other assignments of amounts reflecting shall occur only after all reasonable business methods of collection, exclusive or retention of an attorney or commencement of litigation, have been exhausted.

5. TALENT COMPENSATION: Talent's compensations shall be billed in the sole discretion of the Agent, to Agent's clients, accordance with either a) Talent Unlimited b) AFTRA National or Local Codes; or c) the SAG Code; or d) a rate negotiated on a case by case basis.

6. TALENT'S CONSENT AND RELEASE: The Talent hereby consents and authorizes Agent, its successors and assigns, to use and reproduce the Talent's name, voice, musical performance and/or composition, photograph, and video-images and circulate them for any and all purposes, including publications and advertising of all kinds and description in all media including radio and television. The Talent further releases the Agent, its successors and assigns, for any and all claims for damages for libel, slander, invasion of privacy, or any other claim based on or arising out of the use of the Talent's name, voice, musical composition and/or performance, photography and video images. **7. AGENT'S INDEMNIFICATION:** The Talent hereby agrees to indemnify and hold the Agent harmless from any and all claims, losses or expenses, including attorney's fees and costs, arising from any alleged failure of performance for the Talent's contractual obligations to any third party. Should any fees, legal or otherwise, be incurred by Talent Unlimited, for collection of monies due under clause 1, Talent shall be solely responsible for any and all payment due. **8. PARENT'S AUTHORIZATION:** In the event that the Talent is a minor, the Talent's parent(s) or legal guardian hereby authorize said minor to enter this Agreement and, by signature(s) hereto agree(s) to indemnify and hold Agent harmless from and against any and all claims made by said minor against the Agent and/or any claims made against Agent, which result from the breach, or avoidance by said minor of contractual obligations to any third party. **9. TERM AND TERMINATION:** The term of the exclusive agency created under this Agreement shall be for a minimum period of twelve (12) months from the date first appearing below and will automatically renew on a yearly basis. Either party, in writing, may terminate the exclusive agency herein provided after the twelve-month period (1 year) has expired.

10. AGENT'S COMPENSATION AFTER TERMINATION: The Agent shall be entitled to the aforesaid compensation after the expiration of the term of the exclusive agency provided herein, for so long a period thereafter as the Talent continues to receive monies or other consideration under or upon employment contracts entered into by the Talent during the term specified herein including monies or other consideration received by the Talent under the extended term of such employment contracts, resulting from the exercise of an option or options given an employer under such employment contracts, extending the term of such employment contracts, whether such options be exercised prior to or after the expiration of the term specified herein. So long as the Agent received compensation from the Talent, the Agent shall be obligated to service the Talent and perform the obligations of the Agreement with respect to the services of the talent on which such commissions are based.

11. GEOGRAPHICAL BOUNDS OF AGENCY: The Talent acknowledges and agrees that the Agent shall be entitled payment of the compensation aforesaid on any and all contracts of employment in the industry entered into during the term specified herein providing for employment obtained by, through and as a result of efforts by the Agent. The Talent further agrees to refer to the Agent any offers of employment in the industry within said area received by the Talent during the term of this Agreement.

12. NO APPLICATION TO THE SAG-AFTRA ACTIVITIES : The Talent and Agent acknowledge and agree that this Agency Agreement shall apply only to activities that are not within the scope of Rule 12-C of the American Federation of Television and Radio Artists ("AFTRA") and Screen Actor's Guild ("SAG"). The parties acknowledge that they have, contemporaneous with the execution hereof, entered into a "Standard SAG-AFTRA Exclusive Agency Contract under Rule 12-C" and that the terms thereof shall be the sole and exclusive Agreement of the parties with respect to all activities within the scope of Rule 12-C of AFTRA and SAG. **13. ENTIRE AGREEMENT:** It is expressly understood that this Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and that no statement, promise or inducement made by either, and not contained herein, shall be binding or valid, and this contract may not be enlarged, modified or altered except in writing signed by both the Agent and the Talent.

14. APPLICABLE LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri, IN WITNESS WHEREOF; the parties hereto have executed this Agreement this Tuesday Day of April 8th, 2025.

12. NO APPLICATION TO THE SAG-AFTRA ACTIVITIES : The Talent and Agent acknowledge and agree that this Agency Agreement shall apply only to activities that are not within the scope of Rule 12-C of the American Federation of Television and Radio Artists ("AFTRA") and Screen Actor's Guild ("SAG"). The parties acknowledge that they have, contemporaneous with the execution hereof, entered into a "Standard SAG-AFTRA Exclusive Agency Contract under Rule 12-C" and that the terms thereof shall be the sole and exclusive Agreement of the parties with respect to all activities within the scope of Rule 12-C of AFTRA and SAG. **13. ENTIRE AGREEMENT:** It is expressly understood that this Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and that no statement, promise or inducement made by either, and not contained herein, shall be binding or valid, and this contract may not be enlarged, modified or altered except in writing signed by both the Agent and the Talent.

14. APPLICABLE LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri, IN WITNESS WHEREOF; the parties hereto have executed this Agreement this Tuesday Day of April 8th, 2025.

Talent's Signature: Noah Duwe **Date of Birth:** 05/31/2002

Social Security Number: 494-19-9710 **Telephone:** 417-316-1364

Address: 3440 South Culpepper Court Apt D6 Springfield, MO 65804

Parent/Guardian Signature: _____ **Agent's Signature:** _____