

**General Conditions for Models of „The MALLORCA MODELS“,
legally represented by: otbt – off the beaten track, SL, Palma, CIF ESB-57178188**

Basics

1. The model commissions the agency to act as an intermediary for it as a photo model, actor or presenter of fashion and other products to various clients. This agreement is concluded for an unlimited period and can be terminated in writing with a notice period of four weeks to the end of the quarter.
2. The agency adds the model to its database and undertakes to advise the model on the selection of job offers and with regard to behaviour that promotes engagement, such as appearance, image selection, photographers, jobs, etc.
3. The model agrees that the agency will negotiate engagements on its behalf, conclude them, and ultimately bill both parties.
4. The model provides the agency with image material free of charge, which the agency may use exclusively for placement purposes and for self-promotion (including online presence).
5. The model is responsible for ensuring that the image material provided is freely available for use the above use.
6. The model undertakes to inform the agency of significant changes in its appearance (hair, skin, figure, etc.) and of changes of address and contact details.

Booking Base

1. Upon receiving a request from a client that meets the model's profile, the agency takes all necessary steps to facilitate a successful placement.
The decision on the extent and execution of these measures lies within the agency's reasonable discretion.
2. The model is entitled to reject job requests from the agency. Options are binding reservations, and confirmed bookings are binding and can only be canceled for compelling reasons, such as illness (supported by a medical certificate). The model must immediately notify the agency of the cancellation. If a confirmed booking is canceled without a compelling reason less than 3 days before the job date, the model is liable with the agreed fee for the failed booking or is obligated, in consultation with the agency, to provide equivalent replacement.
3. The model agrees to be available for the placed assignments and to arrive punctually for the specified job dates. Damages caused by the model's failure to appear or arrive on time, which are the model's fault, resulting in the booking purpose being wholly or partially unfulfilled, will be fully charged to the model.
4. Damages resulting from the model's misconduct or fault, or otherwise attributable to the model, caused to the agency, the client, or third parties will be fully charged to the model. The agency reserves the right to claim damages if the model's misconduct leads to the loss of a client.

Financials

1. The contractual relationship (assignment) is generally concluded between the model and the respective client. Any other arrangements require written form (including email). For each assigned job, the agency charges a commission of 20%.
2. The agency and the model bear the costs incurred in fulfilling the assignment themselves. In particular, the model bears all costs for its availability, accessibility, and insurance.
3. The model authorises the agency to handle invoicing and collection of its claims from the client. The agency's responsibilities in this regard include monitoring payment deadlines and sending reminders. Payment of the model's fee, minus the agency commission will be made after completion of the job and receipt of payment from the client. The agency is entitled to withhold commission and reimbursement of expenses from incoming funds.
4. If clients do not fulfil their payment obligations, the agency assigns the collection right directly to the model so that it can take independent legal action. The agency is thus exempt from any liability and does not cover unpaid bills by the client. In the event of non-payment by the client, the model's obligation to pay the agency commission is also waived.
5. If a further job with the same client follows a placement through the agency, it is deemed to have been mediated by the agency. In this context, the model is prohibited from accepting a direct offer from a client of the agency (if contact was established by the agency). In the event of a breach, the agency is entitled to a lump-sum claim for damages in the amount of 2,500.00 euros, unless it can be proven that no or only minor damages occurred. Further claims by the agency remain unaffected. In addition, a breach authorises the agency to terminate the mediation contract without notice.
6. Direct fee negotiations between the model and the client are prohibited. If a situation requires clarification, the agency must always be contacted first. The agency will be immediately informed by the model of any accumulated overtime during the performance of a job.
7. For the presentation of the model on the agency's website and in social media, the agency charges 150€ annually, but ONLY when a job is assigned, and will be deducted from the payout.

Miscellaneous

1. The model assures that it will report its income from the assigned activity independently and properly to the competent tax office and social and health insurance funds and, if necessary, provide the necessary certificates immediately.
2. The place of jurisdiction is the seat of the agency.