

RECORDS KEEPING COMPLIANCE FORM
PURSUANT TO 18 U.S.C. 2257

ARTIST IDENTIFYING INFORMATION AND AFFIDAVIT: Artist understands that all the information given in this Agreement is being provided to comply with federal law and any false statement will subject Artist to both a civil action by Producer as well as criminal prosecution under federal and state law. Please print legibly.

a. Legal Name: _____ **b. Date of Birth:** _____
(Full Current Legal Name: First Middle Last) (Month, Day and Year)

c. Two Forms of Identification, including at least one government-issued photo-ID are required. Describe each including number. (Photocopies of each must be attached and the photocopies must be signed in ink by Artist):

(1) First form of Identification: _____ (2) Second form of identification: _____

d. All other names ever used (include all stage names, maiden names and nicknames):

(a) _____ (b) _____
(Stage Name for this Production) (All other names)

(a) _____ (b) _____
(Maiden Name if applicable) (All other names)

(a) _____ (b) _____
(Stage Name for this Production) (All other names)

e. Social Security: _____ **f. Phone** _____

g. Address: _____

City: _____ State: _____ Zip: _____

UNDER 28 U.S.C. s.1746 AND THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I SWEAR THAT THE FOREGOING IS TRUE AND CORRECT AND THAT EACH OF THE IDENTIFICATION DOCUMENTS WHICH I HAVE PROVIDED AND OF WHICH I HAVE SIGNED THE ATTACHED COPY WAS LAWFULLY OBTAINED BY ME AND HAS NOT BEEN FORGED OR ALTERED.

Today's Date _____

Signature: _____

Artist's Signature (using full legal name)

ARTIST MUST ALSO SIGN ATTACHED COPIES!

Producer's initials _____

Artist's initials _____

UNDER 28 U.S.C. s. 1746 AND THE PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I SWEAR THAT THE FOREGOING IS TRUE AND CORRECT, AND THAT I HAVE OBSERVED THE ORIGINALS OF EACH OF THE IDENTIFICATION DOCUMENTS OF WHICH COPIES ARE ATTACHED HERETO AND SIGNED BY THE ARTIST.

Today's Date _____

Signature: _____

Signature of Primary Producer

Producer's initials _____

Artist's initials _____

MODEL RELEASE AND GRANT OF RIGHTS

As of the date written below, for the consideration set forth herein, Artist and Producer, whose names are set forth below, hereby agree as follows:

1. SERVICES.

On behalf of Producer, Artist will render services as an actor/model for one or more Web sites and such other outlets as the Producer shall designate, Artist agrees to render such services on an exclusive basis at the dates, times and places set forth below (or as otherwise directed by Producer), and further until the completion of the principle photography of the Project. Artist shall perform to the best of Artist's ability, and in a conscientious and artistic manner, all of the services required by the Producer with due regard for the efficient production of motion pictures or still photography. Such services may include without limitation, pre-production services, services in connection with principle photography of the Project, post-production services, including retakes, such other services as are customarily performed or required to be performed by an actor in a motion picture or magazine and to comply with all reasonable directions, requests and rules of Producer in connection herewith, whether or not the same involves matters of artistic taste or judgment.

a. Location of services:

b. Date(s): _____

c. Time(s): _____

2. COMPENSATION.

a. Base Compensation:

For the services rendered and to be rendered under this Agreement, Producer agrees to pay Artist the base compensation of \$_____.

b. Special Compensation: (Optional)

Special Compensation: \$_____

Producer's initials

Artist's initials

Producer agrees to pay Artist the sum total of \$_____ for performing specific scenes and acts as they may agree upon. Unless this paragraph is initialed and an amount specified, Artist shall be entitled to no special compensation.

Producer's initials _____

Artist's initials _____

c. Kill Fee (**Optional**). In the event the principle photography fails to occur on the date or dates specified above, and such failure is not the result of any default of Artist under this Agreement, and Artist is not provided at least _____ days advance notice of such anticipated failure, Artist shall be entitled to “Kill Fee” of \$ _____.

3. BINDING ARBITRATION

a. **Arbitral Claims.** All disputes between Artist and Producer (and their respective attorneys, successors and assigns) of any kind whatsoever, arising from the transaction reflected in this Agreement (“Arbitral Claims”) shall be resolved by arbitration. Arbitral Claims shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims under applicable worker’s compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitral Claims. **THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.**

b. **Procedure.** Arbitration of Arbitral Claims shall be in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association (“AAA Employment Rules”). Attorneys’ fees and the fees of the arbitrator shall be paid by the losing party, as identified by the arbitrator. Any arbitration hearing shall occur in _____ unless otherwise ordered by the Arbitrator or agreed by the parties.

4. GRANT OF RIGHTS.

In addition to the Artist’s services rendered hereunder, Producer shall solely and exclusively own all results product and proceeds thereof, including all rights of whatever kind and character throughout the world and in perpetuity in any and all languages. Without limiting the generality of the foregoing, Artist grants to Producer and its successors and assigns, the following specific perpetual and exclusive rights in connection with the results product and proceeds of the Performance:

a. To reproduce all or any part of the Artist’s performances, acts, poses, and appearances of every kind made or done by Artist in connection with the Project (the “Performance”);

b. To reproduce Artist’s voice and all musical instrumental or other sounds created by Artist, if any (hereinafter the “Audio Portion”) in connection with the Project, and reproduce, issue, sell, and transmit the same, either separately or in conjunction with the Performance, or any part thereof;

c. To exhibit, sell, assign, transmit, and reproduce and license others so to do (whether by means of motion pictures, still camera photographs, radio, television, television motion pictures, the Internet, video discs, video cassettes, video tapes, printing, or any other means now known or unknown) any or all of the Performance and/or Audio Portion;

Producer’s initials _____

Artist’s initials _____

d. To use the Performance and/or the Audio Portion in connection with the advertising and exploitation of the Project, including, without limitation, previews and trailers one sheets, flyers, catalogs, and covers or wrappers or sound track recordings, discs, tapes and/or cassettes, and in connection with the sale of any by producers or merchandising relating to the Project, and any characters, theme, plot, or other elements or rights therein contained;

e. To use the Performance and/or the Audio Portion of any part thereof, as a portion of a motion picture, Web site, or other work other than the Project, and for the advertising thereof, and in connection with the sale of any by-products or merchandise relating thereto, and to reproduce and/or transmit the same by and in any media;

f. Edit and revise the Performance and Audio Portion or the Project in any manner as Producer may, in its sole and absolute discretion determine, and, from time to time to change the title thereof.

5. ADDITIONAL RIGHTS GRANTED BY ARTIST.

a. Artist further grants to Producer the perpetual but nonexclusive right to use, and to license others to use, Artist's name and biography and reproductions of Artist's physical likeness and/or voice for the purpose of advertising and exploiting and work embodying the Performance and/or Audio Portion; and the use any of the rights herein granted for commercial advertising or publicity (including endorsements) in connection with any product, commodity or service manufactured, distributed or offered by Producer.

b. Artist hereby assigns and grants to Producer, and its assigns, exclusively and perpetually, all now or hereafter existing rights or every kind or character whatsoever, whether or not such rights are now known, recognized or contemplated, and the complete, unconditional and unencumbered title throughout the world and in any and all languages in and to the results and proceeds of Artist's services and performances pursuant to this Agreement, and any and all material, works, writings, ideas, 'gags', characters created, or dialogue composed, submitted or interpolated by Artist in connection with the preparation or production of the Project. All such material, and the copyright therein, is hereby conveyed to Producer.

c. In connection with the marketing of the Project, Artist grants Producer the right to use Artist's stage name, and any other names that Artist has used in the past or may use in the future, including those which may be trademarked.

d. Artist agrees that Producer may use other persons to "double" or "dub" any acts, poses, plays, appearances, voice or sounds attributed to the character portrayed by Artist in the Project in such circumstances as Producer, in its sole and complete discretion, shall deem necessary.

Producer's initials _____

Artist's initials _____

6. WAIVERS.

Artist understands and agrees that:

- a. The Performance and/or Audio Portion may be utilized in conjunction with sexually graphic or explicit materials;
- b. Producer shall have no obligation to release or complete the Project, or to even utilize the Performance and/or the Audio Portion;
- c. Artist shall have no right to inspect or approve the finished product, or its use in the Project or other work;
- d. Artist releases Producer and his employer, employees, and assigns from any liability for and by virtue of blurring, distortion, alteration, retouching, optical illusion, or use of the Performance and/or Audio Portion which may hold Artist in a false or unfavorable light, whether such action is intentional or otherwise.
- e. Artist releases Producer from any and all claims arising out of this agreement or the use of the Performance and/or Audio Portion including, without limitation, publicity claims, invasion of privacy claims, defamation claims, sexual harassment claims, injuries (both physical and emotional), claims relating to disease or illness (including STD's), and all other such claims.

7. OTHER DOCUMENTS AND ACTS.

Each party hereto agrees to execute (with acknowledgment where necessary) and deliver all documents and instruments and to perform such further acts as may be necessary to carry out the agreements set forth herein including but not limited to Records Keeping Compliance forms mandated by 18 U.S.C. s.2257.

The undersigned parties understand that the project is adult oriented entertainment. The undersigned certify that they have entered this agreement of their own free will, and not under the influence of any drugs or alcohol or duress, not under the inducement of any promise not set forth in this agreement. The undersigned represent and warrant that they are over the age of 18, and that each has read the foregoing and fully understands the meaning and effect thereof, and are fully authorized to execute this and fully intend to be legally bound.

PRODUCER: Date: _____ **ARTIST:** Date: _____

Print Name of Producer

Print Name of Artist

Signature of Producer

Signature of Artist

Producer's initials _____

Artist's initials _____