

SEVENS  
MANAGEMENT

**INTAKE-FORMULAR**

(PLEASE FILL OUT IN BLOCK LETTERS!)

FIRST NAME: \_\_\_\_\_ FAMILY NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ STREET: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ CITY: \_\_\_\_\_

COUNTRY: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ OWN WEBSITE: \_\_\_\_\_

MOBILE: \_\_\_\_\_ TEL: \_\_\_\_\_

IBAN: \_\_\_\_\_ BIC: \_\_\_\_\_

GENDER: FEMALE  MALE

**COLOUR OF HAIR:**

BLOND  DARK BLOND   
BROWN  DARK BROWN   
RED  BLACK   
GREY  GREYING   
BOLD  WHITE BLOND

**COLOUR OF EYES:**

BLUE  BLUE/GREY   
GREEN  BLUE/GREEN   
BROWN  GREEN/GREY   
GREY  GREEN/BROWN

\*HEIGHT: \_\_\_\_\_ \*CLOTHING SIZE: \_\_\_\_\_ \*SIZE OF SHOE: \_\_\_\_\_

\*CHEST: \_\_\_\_\_ \*WAIST: \_\_\_\_\_ \*HIPS: \_\_\_\_\_

\*BRA: \_\_\_\_\_ \*COLLAR: \_\_\_\_\_ \*JEANS-SIZE: W \_\_\_\_\_ L \_\_\_\_\_

Male models: please fill in your suit size

Female models: please fill in your clothes size. If top and trouser size differs please fill in separately:

Size top: \_\_\_\_\_ size trouser: \_\_\_\_\_

\*EUROPEAN SIZES!

**LANGUAGES (SINCE):** \_\_\_\_\_

**SINGING (SINCE):** \_\_\_\_\_

**DANCE (SINCE):** \_\_\_\_\_

**EXPERIENCES (MODEL, TV ETC.):** \_\_\_\_\_

**HOBBIES (SPORT ETC. SINCE):** \_\_\_\_\_

**GLASSES:** YES  NO

**CONTACTS:** YES  NO

**SCARS:** YES  NO

**WHERE?** \_\_\_\_\_

**TATTOOS:** YES  NO

**WHERE?** \_\_\_\_\_

**PIERCINGS:** YES  NO

**WHERE?** \_\_\_\_\_

**ORIGIN / NATIONALITY:** \_\_\_\_\_

**DRIVER'S LICENSE:** YES  NO

**OWN CAR:** YES  NO

**PRIVATE ACCOMMODATION OPTIONS (IN GERMANY):** \_\_\_\_\_

**OCCUPATION:** \_\_\_\_\_

**CHILDREN (IN CASE OF FAMILY SHOOTINGS):** YES  NO

**YEAR OF BIRTH:** \_\_\_\_\_ **NAME:** \_\_\_\_\_ **M**  **F**

**OTHER AGENCIES:** \_\_\_\_\_

**I RECEIVED THE GENERAL TERMS AND CONDITIONS.**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(PLEASE SIGN PERSONALLY.)

PLEASE NOTE THAT YOUR SIGNATURE IS ONLY CONFIRMING ALL THE DETAILS YOU PUT IN THE FORM AND THAT SEVENSMANAGEMENT GMBH IS FROM NOW ON ALLOWED TO REPRESENT YOU AS A MODEL. THIS IS WITHOUT ANY HIDDEN COSTS (NO INTAKE- OR SEDCARD COSTS).

SEVENS management, artist & media consulting gmbh

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Section 1 General 1. The following terms and conditions govern on a binding basis the legal relationships between the SEVENS Management, Artist & Media Consulting GmbH agency, Helenenstraße 2, 50667 Cologne, Germany (hereinafter referred to as the "Agency"), the models/musicians/actors (hereinafter referred to as "Model") and the respective Customers, unless other agreements have been expressly entered into in specific cases.

Section 2 Booking principles, position of the Contracting Parties 1. The Agency makes statements to the Customer in the name and on behalf of the Model. The Agency is entitled to conclude corresponding contracts, in particular booking orders, fee agreements as well as agreements on rights of use on behalf of the Model and as a representative of the Model; the Agency is also entitled to represent the Model in all matters regarding a booking legally and in court. A Customer is the party that books from the Agency, unless expressly agreed upon otherwise in writing at the time of the booking. 2. The Model tasks the Agency with the billing of the Customer and the collection of his/her claims on behalf of the Model from the Customer. Insofar as the Agency had brokered the engagement, the Model transfers his/her claims irrevocably to the Agency. The Contract may be terminated without notice by both sides after completion of a current engagement; the negotiations on follow-up usage rights remain unaffected by the termination. The Model must take care on his or her own of the taxation of the fees achieved. The Agency does not make any contributions to social insurance or the professional association. 3. The Agency commission is 20% plus VAT for the Customer and 20% for the Model, unless something else has been expressly agreed upon in writing. The Customer and the Model also owe the Agency commission for each subsequent booking and for every purchase of rights of use as well as their extension. 4. Any liability of the Agency deriving from the brokered legal relationship is excluded. The Customer is not entitled to set off claims owed by the Model against the Agency's claim to commission or exercise a right of retention. The Customer undertakes to refrain from direct bookings, bypassing the agency. The Model can be charged extra on a pro-rata basis for any travel expenses, accommodation expenses, cancellation fees as well as other expenses incurred in elaborate productions. 5. The Model receives in a timely manner the exact amount of the service before beginning the engagement. With the signature on the intake form, the Model undertakes to carry out the service engagement in accordance with the Contract. The Model does not design the booking contract on his/her own; instead, he/she leaves it exclusively to the Agency. The Agency is commissioned by the Model to take legal action on his/her behalf with respect to the Customer.

The Model bears the risk of a reduction or an omission of the fee (e.g. in the event of insolvency of the Customer). The Agency undertakes, within the framework of normal business operations, to enforce the claim. 6. The Agency is allowed to use the pictorial material that has been submitted or prepared by the Agency as well as the name of the Model as advertisement for the Agency's customers.

Section 3 Booking modalities 1. Options are reservations subject to a binding date. An option expires if a fixed booking does not take place at least two working days (until 6:00 p.m.) prior to the beginning of the booking or within one working day after being requested to do so by the Agency. Saturday and Sunday are not working days. The German time zone is valid here. Options are written down after the booking receipt. If it is not a first option, the Customer will be informed of the ranking of the option. If an option expires, the following options move up in the ranking. 2. A fixed and agreed-upon booking means a conclusion of the Contract that is binding for all Parties. After that, the Model is then obliged to take part in the agreed booking, and the Customer is obliged to pay the agreed remuneration. The booking contract can only be terminated for an important reason. In case of the cancellation of a fixed booking without an important reason, the agreed remuneration consisting of the Model's fee and remuneration for the rights of use must be paid in the full amount.

Section 4 Cancellation of a booking 1. Each Party is entitled to terminate the Contract for good cause. A legitimate reason to terminate is given in particular if the booking is not practicable due to unforeseen and/or unavoidable events, in particular force majeure, official requirements or legal prohibitions; or if the Model due to injury, prolonged illness or an accident is prevented from the fulfilment of his/her contractual obligations on the agreed dates. 2. The notice of termination must be made in writing or in electronic form by e-mail. 3. In any case, the important reason must be made credible in a suitable form. 4. If the termination is effected due to the Model being prevented, SEVENS Management GmbH will make every effort to the best of its ability to find an appropriate replacement.

Section 5 Working time 1. In the case of a day booking, the working time a) in the case of a photo shoot is usually 8 hours; in the case of a half-day booking, usually 4 hours; b) in the case of shooting a film, usually 10 hours; for a half-day booking, 5 hours. 2. The working time begins with the arrival of the Model at the agreed location at the agreed time. Preparation times such as time needed for make-up and hairstyling count as working time. In the case of culpable delay of the Model (due to oversleeping, missing a flight, etc.), the Model must accordingly work longer hours. 3. Overtime is remunerated with 15% of the agreed fee per hour or part thereof. Exceeding the working time by up to 30 minutes is not calculated on a goodwill basis. 4. The joint arrival and departure of the Model and Customer, e.g. between the hotel and the place of work, counts as working time. Up to one hour is ignored as a gesture of goodwill.

Section 6 Terms of payment 1. The Customer settles the fee and the rights of use always and without exclusion upon invoicing by the Agency.

2. The Model fee, including Agency commission, cancellation fee, recompense for days of travel and travel expenses as well as all other payments must be made exclusively in euros and will be paid to the Agency by the Customer after receipt of invoice. The

remuneration is paid by bank transfer. The Model receives a bank transfer by the Agency in the amount of the agreed pay; this may take up to 3 months due to the accounting administration.

Section 7 Rights of use 1. The rights of use for the agreed purpose, the agreed product and the agreed form of use are granted upon payment of the agreed fee by the Customer to the Agency. The period for payment begins with the actual usage, no later than two months after the film takes or photos have been shot. 2. Rights of use are granted only upon payment from the Customer. Any use before full payment by the Customer is not permitted. The Model and the Agency are allowed to use the created pictorial material for the purpose of self-promotion on all advertising means, unlimited in time and place.

Section 8 Confidentiality agreement 1. The Customer and the Model are obligated in equal measure to maintain confidentiality with respect to third parties about contracts concluded with the Agency, including oral ones.

Section 9 Liability 1. The Parties are liable under the statutory provisions; the liability of the Model and the Agency and its legal representatives and subcontractors is limited to wilful intent and gross negligence.

Section 10 Final provisions 1. German law is applied to the Parties to this booking terms and conditions, namely the Agency, Model and Customer. The place of performance for all obligations arising from the booking in connection with rights of use is always the headquarters of the Agency in Cologne. 2. The Customer undertakes to make changes or additions to the booking and deviations from these booking terms and conditions only after prior consultation with the Agency and to refrain from encouraging Models during working days to carry out booking changes or booking additions. 3. The validity of the booking terms and conditions is not affected by the possible invalidity of individual provisions. Instead of the ineffective provision, a provision is agreed upon that comes as close as possible to the intended purpose.