

TALENT BOOKING CONDITIONS

Force Majeure

If performance is prevented due to illness, act of God, war, strike, or similar events, Talent's performance shall be rescheduled. Such non-performance is not considered a breach.

Fees for Bookings & working hours

Fees apply to shoot time only. Confirmed bookings are charged per agreed terms. Travel time: 50% fee unless negotiated otherwise

The working hours for a booking by the day shall amount to eight hours, for a half-day booking, four hours. Unless agreed otherwise, the working hours for a booking by the day shall begin at 9:00 a.m. and end at 6:00 p.m. with a one-hour break for lunch.

The working hours shall begin when the model meets the client at the agreed location at the agreed time. Preparations such as makeup and hair styling shall count as working hours.

Overtime shall be remunerated at 15 % of the agreed daily fee for each hour or part of an hour. If the working hours are exceeded by 30 minutes or less, this will be considered a favour and not put to account.

Travel together with the client from the hotel to the place of work (location) and back again shall be included in the working hours. Travel time amounting to a maximum of one hour per day shall be considered a favor and not put to account.

Cancellations

½ fee if cancelled 5 days prior; full fee if cancelled within 3 days. Travel or full-week bookings require one week notice. Same-day weather cancellation: ½ fee if the shooting is postponed to another date where the model is available. Weather cancellation within 48 hrs: full fee.

Editorial and Advertising Use

Editorial use is limited to the specified issue. Advertorial and product bookings require separate negotiation. Use of model's name/image for ads, packaging, etc., requires prior written approval.

Lingerie & Changing Facilities

Lingerie shoots require written approval, 1-hour minimum, and must occur on closed sets. Private changing areas are mandatory.

Electronic Media and Video

Internet and digital usage must be negotiated separately. Film/video work must be pre-approved.

Spec Shoots / Test- und Sonderproduktionen

Images from spec shoots may not be used without signed release from Talent and LOUISA MODELS.

AI, NIL Rights, and Talent Image Protection / KI, Persönlichkeitsrechte und Bildschutz

The Client shall not alter, simulate, clone, animate, re-create or use AI to replicate the Talent's NIL (Name, Image, Likeness). Use of any content for AI training or synthetic creation is prohibited. All NIL rights remain with the Talent. Unauthorized use constitutes breach. Client will fully indemnify LOUISA MODELS and Talent. Clause survives termination.

Fees and Charges

A 20% agency fee applies to all model and usage charges unless otherwise agreed. Overdue invoices incur 2% monthly interest. As of Sept 1, 2024, travel costs advanced by the agency will include a 10% handling fee.

STANDARD TERMS & CONDITIONS / STANDARDGESCHÄFTSBEDINGUNGEN

1. Definition of Image and Personal Attributes

The Talent's 'Image' includes all visual, biometric, and digitally reproducible characteristics, including but not limited to the Talent's name, photograph, likeness, voice, body shape, facial structure, gestures, expressions, movements, digital avatar, 3D scan, voice model, and any other feature capable of identification or reproduction through analog or digital means, now known or hereafter developed.

2. Purpose Limitation

Client may use the Talent's Image only for the specific purpose, medium, territory, and duration expressly agreed in writing.

3. Prohibited Uses and Distortion

Client shall not manipulate, distort, parody or misrepresent the Image in any damaging way.

4. AI and Digital Replication

Client is prohibited from using the Image for AI training, generation, cloning, deepfakes, or digital avatars.

5. Ownership and Licensing

All rights remain with the Talent. Use is non-exclusive, non-transferable, and limited to the agreed scope.

6. Attribution and Publication

Client shall credit the Talent and Agency in public-facing uses. Online tagging may be required.

7. Liquidated Damages

Unauthorized use triggers EUR 10,000 liquidated damages per infringement, plus legal claims.

8. Duration and Survival

Key clauses survive termination, including AI and personality rights.

9. Nudity and Image Restrictions

No nudity, smoking, drinking alcoholic beverages or wearing furs. Use of Talent's image in which she appears or is depicted nude, partially nude or in see-through attire, in a bathing suit or in lingerie requires the express prior written approval of LOUISA MODELS. Use of Talent's image will not be pornographic or derogatory or subject Talent to ridicule or embarrassment. Talent's image will not be altered or distorted.

10. Collection Costs / Late Payments

A 5% late charge per month from due date will be charged on all invoices not paid within 45 days. An additional 5% will be applied each 45-day period thereafter. Client is liable for the reasonable collection costs and attorneys' fees incurred by Talent and LOUISA MODELS in collecting any amounts due from Client.

11. Place of Jurisdiction, Applicable Law and International Enforcement

The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement shall be Munich, Germany. German law shall apply exclusively. This agreement on jurisdiction is also binding with respect to international contracting parties pursuant to § 38 (1) of the German Code of Civil Procedure (ZPO). To the extent permitted by law, the parties acknowledge that judgments and arbitral awards rendered in Germany shall be internationally enforceable. This applies in particular within the framework of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958 ("New York Convention").

GERMAN LEGAL COMPLIANCE ADDENDUM / ERGÄNZUNG ZUR DEUTSCHEN RECHTSKONFORMITÄT (ONLY GERMAN CLIENTS)

Recht am eigenen Bild (§§22, 23 KUG)

Die Veröffentlichung, Verbreitung oder öffentliche Zurschaustellung des Bildnisses des Talents ist nur gemäß §§22, 23 KUG zulässig. Eine Nutzung ist nur zulässig, wenn der Betroffene ausdrücklich zugestimmt hat oder eine gesetzlich definierte Ausnahme vorliegt.

Datenschutz-Grundverordnung (DSGVO)

Der Kunde verpflichtet sich zur Einhaltung der Datenschutz-Grundverordnung (DSGVO). Bildnisse und personenbezogene Daten des Talents dürfen nur für die konkret vereinbarten Zwecke verwendet werden. Eine Weitergabe an Dritte oder die Verarbeitung in Drittländern ist nur mit schriftlicher Zustimmung des Talents und der Agentur zulässig.

KI-generierte Inhalte und Urheberrecht

Etwaige mit KI erzeugte oder veränderte Inhalte, welche auf dem Bildnis, der Stimme oder den Bewegungsdaten des Talents basieren, gelten ohne gesonderte urheberrechtliche Freigabe und Lizenzierung durch Talent und Agentur als unzulässig. Diese Inhalte unterliegen nicht automatisch dem Urheberrechtsschutz und bedürfen individueller Vereinbarungen.

Sonderregelung für minderjährige Talente

Im Falle einer Buchung von minderjährigen Talents ist die schriftliche Zustimmung der Erziehungsberechtigten zwingend erforderlich. LOUISA MODELS sichert zu, diese Zustimmung vor Vertragsabschluss einzuholen.