

LOAN OUT AGREEMENT

THIS AGREEMENT, between [PRODUCER NAME] (hereinafter "Producer") and [LOAN OUT COMPANY] ("Lender") f/s/o [TALENT NAME] ("Talent"), constitutes the terms and conditions by which Lender shall provide Talent to perform creative services for the benefit of Producer as specified herein. In consideration of this Agreement and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PROJECT NAME:

SHOOT DATES:

LOCATION:

FEE AND PAYMENT TERMS:

USAGE TERMS:

- 1. DUTIES OF LENDER.** Lender agrees to supply and make available to Producer the services of Talent to serve as on-camera talent for the [PROJECT NAME] project ("Production") for [CLIENT NAME] ("Client") on the dates and at the location set forth above.
- 2. NAME AND LIKENESS / OWNERSHIP.** Lender and Talent grant to Producer and Client an irrevocable license to use Talent's name and likeness as part of the work product developed, created, or produced in connection with the Production, including, but not limited to, all photographs, digital files, negatives, videos, film, records, expression of ideas, and images (collectively, "Images"). The license includes the right to use, publish, display, perform, reproduce, retouch, alter and crop the Images for any and all purposes and in any and all media, subject only to the use restrictions set forth above, if any. Lender agrees to release and discharge Producer, Client, and their employees, agents, licensees, successors and assigns from any and all claims, demands or causes of actions that Lender or Talent may now have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, arising out of or relating to any use or exploitation of the Images. Lender and Talent waive all rights of attribution and integrity or any other "moral rights," and any and all rights of approval, restriction or limitation on use or subsequent modifications. Producer and Client will have no liability to Lender or Talent for any distortion or illusionary effect resulting from use or modification of the Images. Lender and Talent shall have no rights to, or ownership or other interest in, the Images. Any rights to or interests in the Images that arise as a matter of law are hereby assigned to Producer.
- 3. COMPENSATION.** As full and complete consideration for lending the services of Talent, Lender shall be entitled to compensation on the terms set forth above. Lender must submit to Producer an invoice no later than **five (5)** business days following completion of Talent's services on the Production. Unless otherwise specified above, invoices will be paid within **##** days of receipt. Lender's sole remedy shall be limited to an action at law

for damages and Lender and Talent shall not have the right to any equitable remedy or relief from Producer or Client, including, but not limited to the right to enjoin the development, production, distribution or exploitation of the Images and Production.

4. **RESTRICTIONS ON USE.** Lender and Talent may not use, license, publish or permit the use of Client's name, logo, or any of the Images for any purpose including advertising, sales or self-promotion, publicity, award consideration or otherwise without Client's prior written approval.

5. **CANCELLATION.** [INCLUDE CLIENT'S CANCELLATION TERMS]

6. **REPRESENTATIONS AND WARRANTIES.** Lender represents and warrants that (i) Talent is Lender's employee subject to a written employment agreement; (ii) Lender has the right and authority to enter into this Agreement, to bind Talent to its terms, and to convey the rights and licenses described herein; (iii) Lender shall provide all compensation and benefits to Talent as required by law irrespective and independent of Producer's payment obligations under this Agreement; (iv) Lender maintains workers' compensation insurance for the benefit of Talent as required by law; (v) Lender has and will maintain throughout the Production good standing status as a corporation or limited liability company authorized to conduct business in [NAME OF STATE]; and (vi) Talent has the full and unencumbered right to work in the United States.

7. **CONFIDENTIALITY:** Lender and Talent shall not reveal or disseminate Producer's or Client's confidential information to any third party or use such confidential information except as necessary to perform this Agreement. Confidential information includes any non-public information related to Producer, Client, and the Production, including but not limited to the Images, products, creative briefs, story boards, imagery, audio material, data, work product, or other technical or business information or materials.

8. **INDEMNITY.** Lender shall defend, indemnify, and hold harmless Producer and Client, along with their respective successors, assigns, officers, owners, directors/managers, agents, and employees, from and against any and all claims, actions, demands, suits, other proceedings, costs, expenses, liabilities, damages, losses (including but not limited to attorneys' fees and associated legal costs) (collectively, "Claims") arising out of or in connection with (i) its breach of this Agreement or any of the representations or warranties therein; (ii) any claim by Talent of an employment relationship with Producer or Client or for compensation, benefits, or rights derived therefrom or arising out of the Production or this Agreement; (iii) Producer's or Client's use of the Images as authorized under the terms of this Agreement; and (iv) its violation of any local, state, or federal law or regulation.

9. **RELATIONSHIP OF PARTIES:** Lender is an independent contractor, and as such shall not be deemed to be an employee or agent, of Producer or Client. Nothing herein shall be understood or construed to create a joint venture, partnership, or employment relationship between or among Talent, Client, or Producer. Lender is wholly responsible for withholding and payment of all federal, state, and local income and other payroll taxes with respect to Lender and Talent.

10. **GOVERNING LAW:** This agreement, for all purposes, shall be construed in accordance with the laws of [NAME OF STATE] without regard to conflicts-of-law principles.

11. **ARBITRATION:** The parties agree that any dispute arising out of or in connection with this Agreement or Talent’s services on the Production shall be resolved exclusively by final and binding arbitration in [NAME OF CITY AND STATE], under the arbitration rules (the “Rules”) of JAMS, before a single arbitrator working under the auspices of JAMS and selected in accordance with the Rules, a copy of which may be found here: <https://www.jamsadr.com/adr-rules-procedures/>. The cost of the arbitration shall be shared equally by the parties. The arbitrator shall be permitted to award any relief that would be available to either party in a court. The parties will be entitled to conduct discovery to the full extent permitted by a court. In the event of any dispute, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs from the other party, whether or not the matter is litigated or arbitrated to a final judgment or award. The arbitrator’s decision shall be final and binding on all parties, and may be entered in any court having competent jurisdiction.

The arbitrator shall have exclusive authority to resolve disputes over the interpretation, applicability, enforceability, or formation of this Agreement, including this arbitration provision. An arbitrator may not consolidate any other person’s or entity’s claims, and may not preside over any form of representative, class, consolidated or collective proceeding. Notwithstanding the foregoing, representative claims pursuant to the California Private Attorney General Act (“PAGA”) shall be permitted to the extent required by law and shall be subject to this arbitration agreement.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. All previous agreements, warranties, and representations regarding the Production, if any, are merged herein. This Agreement cannot be modified or changed except by written agreement between Producer and Lender and shall bind and endure for the benefit of the parties hereto, their respective successors and assigns, and Client.

By signing in the spaces provided below, Producer and Lender accept and agree to all of the terms and conditions of this Agreement.

[PRODUCTION COMPANY]

[LOAN OUT COMPANY]

Authorized Signature

Authorized Signature

Name, Title

Name, Title

Date

Date