

## Terms & Conditions

### 1. Working Hours & Punctuality

- **Shift Definitions:** A Half-Day is defined as 4 consecutive hours. A Full-Day is defined as 10 hours, which includes 9 hours of work and a 1-hour mandatory break.
- **Preparation Time:** Time required for hair, make-up, and wardrobe is considered part of the working hours.
- **Overtime:** Any work exceeding the booked shift will be charged at 15% of the pro-rata hourly rate for every hour or part thereof.

### 2. Usage & Licensing Restrictions

- **Defined Usage:** Material produced may only be used for the specific Job Type and Duration selected at the time of booking.
- **Unauthorized Use:** Any use of the model's image outside the agreed description, medium, or timeframe is strictly prohibited.
- **Penalties:** Unauthorized usage will result in legal action and a minimum penalty claim equivalent to 200% of the original booking fee.
- **AI Exclusion:** The use of the model's likeness for AI training, deepfakes, or generative AI edits is strictly excluded unless a separate, specific license is negotiated in writing.

### 3. Expenses & Logistics

- **Travel:** All travel expenses (taxis, flights, or mileage) are to be reimbursed at cost by the client.
- **Booking & Escrow:** Payment of the total booking fee is collected at the time of booking and held by **JAY CREATIVE ARTIST TALENT L.L.C.** as an intermediary. These funds are held until the model's services are rendered, at which point they are released to the model.
- **Administrative Service:** This holding and distribution of funds is provided as an administrative service under a self-billing arrangement and does not make the Agency a party to the service delivery.
- **Pre-Authorization Hold:** At the time of booking, a 20% additional hold will be placed on the provided credit card to cover potential overtime or other incidental expenses.
- **Refunds:** This hold is temporary; any unused portion of the 20% extra hold will be fully refunded to the client if no additional costs (such as overtime or travel reimbursements) are incurred during the job.
- **Overtime:** Any work exceeding the booked shift is charged at 15% of the pro-rata hourly rate, which may be deducted from the pre-authorized hold.

### 4. Cancellation Policy

Cancellations by the client are subject to the following non-refundable fees to compensate the model for lost opportunities:

- Less than 24 hours' notice: 100% of the total booking fee.
- 24 – 48 hours' notice: 75% of the total booking fee.
- 48 – 72 hours' notice: 50% of the total booking fee.
- More than 72 hours' notice: No cancellation fee (excluding incurred expenses like travel already booked).

Weather Postponement: For outdoor shoots, one reschedule is allowed at 50% of the day rate if cancelled due to rain or sandstorms.

Safety: The client must ensure a safe environment to prevent injury.

## 5. Agency Status, Limitation of Liability, and Technical Disclaimer

**JAY CREATIVE ARTIST TALENT L.L.C.** acts solely as an intermediary (Agent) between the Client and the Model. The contractual agreement for modeling services is strictly between the Client and the Model.

### A. Technical & Platform Disclaimer

- **Service Availability:** The Agency provides a digital booking platform as an administrative service.
- **Technical Failures:** The Agency is not liable for technical glitches, server downtime, or payment gateway failures that might occur during the booking process.
- **Administrative Nature:** The issuance of invoices or processing of payments through the platform is a self-billing administrative arrangement and does not imply the Agency is a party to the service delivery.

### B. Model Performance & Non-Appearance

- **Intermediary Status:** JAY CREATIVE ARTIST TALENT L.L.C. shall not be held liable for any acts, omissions, or breaches of contract by the Model.
- **No-Show Liability:** This exclusion includes, but is not limited to, non-appearance, delays, or unsatisfactory performance.
- **Maximum Remedy:** In the event of a total non-appearance by the Model, the Agency's liability is strictly limited to facilitating a refund of the booking fee to the Client.
- **Consequential Loss:** The Agency is not liable for any third-party claims or indirect losses (such as studio costs or production expenses) arising from how the client chooses to publish images or from model performance.

### C. Creative & Professional Conduct

- **Image Quality:** The Agency is not responsible for the quality of final images, as this depends on the client's creative direction.
- **Professional Conduct:** The Agency is not responsible for the Model's professional conduct during the booking.

### D. Indemnification

- **Third-Party Claims:** The client agrees to indemnify the Agency against any third-party claims arising from how the client chooses to publish the model's images.

**Platform Usage:** By using the platform or the personal booking link, the Client acknowledges that the Agency is not a party to the service provision.