

TALENT AGREEMENT

Location: _____ Parties: _____

Talent Information:

Full Legal Name: _____

Government ID / Social Security No.: _____

Address: _____

Phone/Email: _____

Company Information:

Company Name: _____

Authorized Representative: _____

Address: _____

Phone/Email: _____

Engagement Details:

Role / Position: _____

Scope of Services: _____

Compensation: _____ USD

Payment Terms: _____

Clause 1 – Engagement

The Company hereby engages Talent, and Talent accepts engagement, to perform the services described herein under the terms and conditions of this Agreement.

Clause 2 – Term

The term of this Agreement shall continue until the completion of the services described or until terminated in accordance with this Agreement.

Clause 3 – Duties and Responsibilities

Talent agrees to faithfully, industriously, and to the best of Talent's ability perform the services and fulfill the responsibilities assigned by the Company.

Clause 4 – Compensation

Company agrees to pay Talent as set forth in the Compensation section above. Payment will be made in accordance with the Payment Terms specified and contingent upon satisfactory performance of services.

Clause 5 – Independent Contractor Status

Talent shall perform services as an independent contractor and not as an employee, agent, or representative of the Company. Talent is responsible for all taxes and withholdings applicable to compensation received pursuant to this Agreement.

Clause 6 – Confidentiality

Talent agrees to keep confidential and not disclose any proprietary or confidential information obtained during the

course of engagement, both during and after the term of this Agreement.

Clause 7 – Intellectual Property

All materials, works, and deliverables created by Talent in connection with the services shall be the sole and exclusive property of the Company. Talent hereby assigns to the Company all rights, title, and interest in such materials.

Clause 8 – Representations and Warranties

Talent represents and warrants that: (a) Talent has the full right and authority to enter into this Agreement; (b) services will be performed in a professional and workmanlike manner; and (c) performance will not violate any agreement with any third party.

Clause 9 – Indemnification

Talent agrees to indemnify and hold harmless the Company from and against any and all claims, damages, liabilities, costs, and expenses arising out of Talent’s breach of this Agreement or negligent acts.

Clause 10 – Termination

Either party may terminate this Agreement at any time upon written notice. Upon termination, Talent shall cease all work and promptly deliver all work in progress and completed deliverables to the Company.

Clause 11 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located within _____ County, _____.

Clause 12 – Dispute Resolution

Any disputes arising out of or related to this Agreement shall be resolved first through good faith negotiations between the parties. If unresolved, disputes shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association.

Clause 13 – Non-Solicitation

During the term of this Agreement and for a period of one year thereafter, Talent shall not solicit or attempt to solicit any employees or contractors of the Company for employment or engagement.

Clause 14 – Non-Assignment

Talent may not assign or delegate any rights or obligations under this Agreement without the prior written consent of the Company.

Clause 15 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

Clause 16 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

Clause 17 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 18 – Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or

default.

Clause 19 – Notices

All notices required or permitted under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt.

Clause 20 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

TALENT'S SIGNATURE

COMPANY'S SIGNATURE

Signature: _____

Signature: _____

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