

EXHIBIT C

**AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS
STANDARD AFTRA EXCLUSIVE AGENCY CONTRACT**

UNDER RULE 12-C

THIS AGREEMENT made and entered into at _____, by and between
_____ hereinafter called the "AGENT," and,
_____ hereinafter called the "ARTIST."

WITNESSETH:

1. The Artist employs the Agent as his/her sole and exclusive Agent in the television and radio industries (hereinafter referred to as the "broadcasting industries") within the scope of the regulations (Rule 12-C) of the American Federation of Television and Radio Artists (hereinafter called AFTRA), and agrees not to employ any other person or persons to act for him/her in like capacity during the term hereof, and the Agent accepts such employment. This contract is limited to the broadcasting industries and to contracts of the Artist as an artist in such fields and any reference hereinafter to contracts or employment whereby the Artist renders his/her services, refers to contracts or employment in the broadcasting industries, except as otherwise provided herein.
2. The term of this contract shall be for a period of _____ commencing the _____ day of _____ 20__.

NOTE—THE INITIAL TERM MAY NOT BE IN EXCESS OF EIGHTEEN MONTHS. A TERM OF UP TO THREE (3) YEARS MAY BE ENTERED INTO AFTER ONE (1) YEAR'S REPRESENTATION.

3. (a) The Artist agrees to pay to the Agent a sum equal to _____ per cent (not more than 10%) of all monies or other consideration received by the Artist, directly or indirectly, under contracts of employment entered into during the term specified herein as provided in the Regulations. Commissions shall be payable when and as such monies or other consideration are received by the Artist or by anyone else for or on the Artist's behalf. Rider "G" must be attached where artist agrees to pay commission on employment contracts which were in existence prior to the date artist executes agency contract.

(b) Any monies or other consideration received by the Artist or by anyone for or on his/her behalf, in connection with any termination of any Contract of the Artist on which the Agent would otherwise be entitled to receive commission, or in connection with the settlement of any such contract, or any litigation arising out of such contract, shall also be monies in connection with which the Agent is entitled to the aforesaid commissions; provided, however, that in such event the Artist shall be entitled to deduct arbitration fees, attorney's fees, expenses and court costs before computing the amount upon which the Agent is entitled to his/her commissions.

(c) Such commissions shall be payable by the Artist to the Agent, as aforesaid, during the term of this contract and thereafter only where specifically provided herein.

(d) The agent shall be entitled to the aforesaid commissions after the expiration of the term specified herein, for so long a period thereafter as the Artist continues to receive monies or other consideration under or upon employment contracts entered into by the Artist during the term specified herein, including monies or other consideration received by the Artist under the extended term of such employment contracts, resulting from the exercise of an option or options given an employer under such employment contracts, extending the term of such employment contracts, whether such options be exercised prior to or after the expiration of the term specified herein.

(e) If after the expiration of the term of this agreement and during the period the Agent is entitled to commissions, a contract of employment of the Artist be terminated before the expiration thereof, as said contract may have been extended by the exercise of options therein contained, by joint action of the Artist and employer, or by the action of either of them, other than on account of an Act of God, illness or the

like and the Artist enters into a new contract of employment with said employer within a period of sixty (60) days, such new contract shall be deemed to be in substitution of the contract terminated as aforesaid. Contracts of substitution have the same effect as contracts for which they were substituted; provided, however, that any increase or additional salary, bonus or other compensation payable to the Artist (either under such contract of substitution or otherwise) over and above the amounts payable under the contract of employment entered into prior to the expiration of the term of this agreement shall be deemed an adjustment and unless the Agent shall have a valid Agency contract in effect at the time of such adjustment the Agent shall not be entitled to any commissions on any such adjustment. In no event may a contract of substitution with an employer entered into after the expiration of the term of this agreement, extend the period of time during which the Agent is entitled to commission beyond the period that the Agent would have been entitled to commission had no substitution taken place, except to the extent, if necessary, for the Agent to receive the same total amount of commission he would have received had no such substitution taken place; provided, however, that in no event shall the Agent receive more than the above percentages as commissions on the Artist's adjusted compensation under the contract of substitution. A change in form of an employer for the purpose of evading this provision, or a change in the corporate form of an employer resulting from reorganization or like, shall not exclude the application of these provisions.

(f) So long as the Agent receives commissions from the Artist, the Agent shall be obligated to service the Artist and perform the obligations of this contract with respect to the services of the Artist on which such commissions are based, subject to AFTRA's Regulations Governing Agents.

(g) The Agent has no right to receive money unless the Artist receives the same, or unless the same is received for or on his/her behalf, and then only proportionate in the above percentages when and as received. Money paid pursuant to legal process to the Artist's creditors, or by virtue of assignment or direction of the Artist, and deductions from the Artist's compensation made pursuant to law in the nature of a collection or tax at the source, such as Social Security or Old Age Pension taxes, or income taxes withheld at the source, shall be treated as compensation received for or on the Artist's behalf.

4. Should the Agent, during the term or terms specified herein negotiate a contract of employment for the Artist and secure for the Artist a bona fide offer of employment, which offer is communicated by the Agent to the Artist in reasonable detail and in writing, which offer the Artist declines, and if, after the expiration of the term of this agreement and within ninety (90) days after the date upon which the Agent gives such written information to the Artist, the Artist accepts said offer of employment on substantially the same terms, then the Artist shall be required to pay commissions to the Agent upon such contract of employment. If an Agent previously employed under a prior agency contract is entitled to collect commissions under the foregoing circumstances, the Agent with whom the present contract is executed waives his/her commission to the extent that the prior agent is entitled to collect the same. Where there was in fact an offer communicated to the artist, and the artist acknowledged that he/she in fact received the offer, the fact that the offer had not been reduced to writing may not be used to avoid obligations under this provision.
5. (a) If during any period of ninety-one (91) days immediately preceding the giving of the notice of termination hereinafter mentioned in this paragraph, the Artist fails to be employed and receive, or be entitled to receive, compensation for ten (10) days' employment, whether such employment is from fields under AFTRA's jurisdiction or any other branch of the entertainment industry in which the Agent may be authorized by written contract to represent the Artist, then either the Artist or the Agent may terminate the employment of the Agent hereunder by written notice to the other party. (1) For purposes of computing the ten (10) days' employment required hereunder, each separate original radio or TV broadcast, whether live or recorded, shall be considered a day's employment, but a rebroadcast, whether recorded or live, or an off-the-line recording, or a prior recording or time spent in rehearsal for any employment in the radio or TV industry, shall not be considered such employment. (2) For the purposes of computing the ten (10) days' employment required hereunder, each master sound recording recorded by the Artist shall be one (1) day's employment: For purposes of computing the ten (10) day's employment required hereunder, the week between Christmas and New Years shall not be counted against the 91-day period.
- (b) The ninety-one (91) day period which is the basis of termination shall be suspended during any period of time which the artist has declared him/herself to be unavailable or has so notified the agent in writing

or has confirmed in writing a written communication from the agent to such effect. The said ninety-one (91) day period which is the basis of termination shall also be suspended (1) during the period of time in which the artist is unable to respond to a call for his/her services by reason of physical or mental incapacity or (2) for such days as the artist may be employed in a field in which the artist is not represented by the agent.

(c) In the event that the Agent has given the Artist notice in writing of a bona fide offer of employment as an Artist in the entertainment industry and at or near the Artist's usual places of employment at a salary and from an employer commensurate with the Artist's prestige (and there is in fact such an offer), which notice sets forth the terms of the proposed employment in detail and the Artist refuses or negligently fails to accept such proffered employment, then the period of guaranteed employment specified in said offer, and the compensation which would have been received thereunder shall be deemed as time worked or compensation received by the Artist in computing the money earned or time worked with reference to the right of the Artist to terminate under the provisions of this paragraph.

(d) No termination under paragraph 5 shall deprive the Agent of the right to receive commissions or compensation on monies earned or received by the Artist prior to the date of termination, or earned or received by the Artist after the date of termination of the Agent's employment on contracts for the Artist's services entered into by the Artist prior to the effective date of any such termination and during the term or terms specified herein, or commission or compensation to which the Agent is entitled pursuant to paragraphs 3(e) and 4 hereof.

(e) The Artist may not exercise the right of termination if at the time he attempts to do so, either:

- (1) the Artist is actually working under written contract or contracts which guarantee the Artist employment in the broadcasting industries for at least one program each week for a period of not less than thirteen (13) consecutive weeks. For the purposes of this sub-paragraph a "program" shall be either (i) a regional network program of one-half (1/2) hour length or more; (ii) a national network program of one-quarter (1/4) hour length or more; or (iii) a program or programs the aggregate weekly compensation for which equals or exceeds the Artist's customary compensation for either (i) or (ii), or
- (2) the Artist is under such written contract, as described in the preceding sub-paragraph "(1)" or in sub-paragraph "(5)" below, and such contract begins within forty-five (45) days after the time the Artist attempts to exercise the right of termination, or
- (3) where the artist attempts to exercise the right of termination during the months of August or September, and the artist is under such written contract as described in the preceding sub-paragraph "(1)" or in sub-paragraph "(5)" below and such contract begins not later than the following October 15th, or
- (4) if during any period of ninety-one (91) days immediately preceding the giving of notice of termination herein referred to, the artist has received, or has been entitled to receive, compensation in an amount equal to not less than thirteen (13) times his/her past customary compensation for a national network program of one-half (1/2) hour's length, whether such employment or compensation is from the broadcasting industries or any other branch of the entertainment industry in which the agent may be authorized by written contract to represent the Artist,
- (5) The Artist is actually working under written contract or contracts which guarantee the Artist either (a) employment in the television broadcasting field for at least one (1) program every other week in a cycle of thirteen (13) consecutive weeks where the program is telecast on an alternate week basis, or (b) employment for at least eight (8) programs in a cycle of thirty-nine (39) consecutive weeks, where the program is telecast on a monthly basis or once every four (4) weeks.

In the cases referred to in sub-paragraphs (1), (2), (3) and (5) above, the ninety-one (91) day period begins upon the termination of the contract referred to in such sub-paragraphs; and for the purpose of such sub-paragraphs any local program which under any applicable AFTRA collective bargaining agreement is the equivalent of a regional or national network program, shall be considered a regional or national network program as the case may be.

(f) Where the Artist is under a contract or contracts for the rendition of his/her services in the entertainment industry in any field in which the agent is authorized to act for the artist, during the succeeding period of One hundred and eighty-two (182) days after the expiration of the ninety-one (91)

day period in question, at a guaranteed compensation for such services of Twenty-five Thousand (\$25,000.00) Dollars or more, or where the Artist is under a contract or contracts for the rendition of his/her services during said 182 day period in the radio, sound recording and/or television fields at a guaranteed compensation for such services of Twenty thousand dollars (\$20,000.00) or more, then the artist may not exercise the right of termination.

(g) Periods of layoff or leave of absence under a term contract shall not be deemed to be periods of unemployment hereunder, unless under said contract the Artist has the right during such period to do other work in the radio or television field or in any other branch of the entertainment industry in which the Agent may be authorized by written contract to represent the Artist. A "term contract" as used herein means a Contract under which the Artist is guaranteed employment in the broadcasting industries for at least one program each week for a period of not less than thirteen (13) consecutive weeks, and also includes any "term contract" as defined in the Regulations of the Screen Actors Guild, Inc. in respect to the motion picture industry, under which the Artist is working. Also, a "term contract" as used herein relating to the television field means a contract under which the Artist is guaranteed employment in the television field as set forth in sub-paragraph (e) (5) above.

(h) Where the Artist has a contract of employment in the broadcasting industries and either the said contract of employment, or any engagement or engagements thereunder, are cancelled by the employer pursuant to any provision of said contract which does not violate any rule or regulation of AFTRA, the Artist shall be deemed to have been employed and to have received compensation for the purposes of paragraph 5(a) for any such cancelled broadcasts, with the following limitation—where a contract providing for more than one program has been so cancelled, the Artist shall not be deemed to have been employed or to have received compensation under such contract, with respect to more than one such program on and after the effective date of cancellation of such contract.

(i) For the purposes of this paragraph 5, where the Artist does not perform a broadcast for which he has been employed but nevertheless is compensated therefor, the same shall be considered employment hereunder.

(j) If at any time during the original or extended term of this contract, broadcasting over a majority of both the radio stations as well as a majority of the television broadcasting stations shall be suspended, the ninety-one (91) days period mentioned in this paragraph 5 shall be extended for the period of such suspension.

6. The Agent may represent other persons. The Agent shall not be required to devote his/her entire time and attention to the business of the Artist. The Agent may make known the fact that he is the sole and exclusive representative of the Artist in the broadcasting industries. In the event of a termination of this contract, even by the fault of the Artist, the Agent has no rights or remedies under the preceding sentence.
7. The Agent agrees that the following persons, and the following persons only, namely

(HERE INSERT NOT MORE THAN FOUR NAMES)

shall personally supervise the Artist's business during the term of this contract. One of such persons shall be available at all reasonable times for consultation with the Artist at the city or cities named herein. The Agent upon request of the Artist, shall assign any one of such persons who may be available (and at least one of them always shall be available upon reasonable notice from the Artist), to engage in efforts or handle any negotiations for the Artist at such city or its environs and such person shall do so.

8. In order to provide continuity of management, the name or names of not more than four (4) persons connected with the Agent must be written in the following space, and this contract is not valid unless this is done:

(HERE INSERT NOT MORE THAN FOUR NAMES)

In the event three (3) or four (4) persons are so named, at least two (2) of such persons must remain active in the Agency throughout the term of this contract. In the event only one (1) or two (2) persons are so named, at least one (1) such person must remain active in the Agency throughout the term of this contract. If the required number of persons does not remain active with the Agency, the Artist may terminate this contract in accordance with Section XXI of AFTRA's Regulations Governing Agents.

9. The Artist hereby grants to the Agent the right to use the name, portraits and pictures of the Artist to advertise and publicize the Artist in connection with Agent's representation of the Artist hereunder.
10. The Agent agrees:
 - (a) To make no deductions whatsoever from any applicable minimums established by AFTRA under any collective bargaining agreement.
 - (b) At the request of the Artist, to counsel and advise him/her in matters which concern the professional interests of the Artist in the broadcasting industries.
 - (c) The Agent will be truthful in his/her statements to the Artist.
 - (d) The Agent will not make any binding engagement or other commitment on behalf of the Artist, without the approval of the Artist, and without first informing the Artist of the terms and conditions (including compensation) of such engagement
 - (e) The Agent's relationship to the Artist shall be that of a fiduciary. The Agent, when instructed in writing by the Artist not to give out information with reference to the Artist's affairs, will not disclose such information.
 - (f) That the Agent is equipped, and will continue to be equipped, to represent the interests of the Artist ably and diligently in the broadcasting industry throughout the term of this contract, and that he will so represent the Artist.
 - (g) To use all reasonable efforts to assist the Artist in procuring employment for the services of the Artist in the broadcasting industries.
 - (h) The Agent agrees that the Agent will maintain an office and telephone open during all reasonable business hours (emergencies such as sudden illness or death excepted) within the city of _____ or its environs, throughout the term of this agreement, and that some representative of the Agent will be present at such office during such business hours. This contract is void unless the blank in this paragraph is filled in with the name of a city at which the Agent does maintain an office for the radio broadcasting and television agency business.
 - (i) At the written request of the Artist, given to the Agent not more often than once every four (4) weeks, the Agent shall give the Artist information in writing, stating what efforts the Agent has rendered on behalf of the Artist within a reasonable time preceding the date of such request.
 - (j) The Agent will not charge or collect any commissions on compensation received by the Artist for services rendered by the Artist in a package show in which the Agent is interested, where prohibited by Section VI of AFTRA's Regulations.
11. This contract is subject to AFTRA's Regulations Governing Agents (Rule 12-C). Any controversy under this contract, or under any contract executed in renewal or extension hereof or in substitution herefor or alleged to have been so executed, or as to the existence, execution or validity hereof or thereof, or the right of either party to avoid this or any such contract or alleged contract on any grounds, or the construction,

performance, nonperformance, operation, breach, continuance or termination of this or any such contract, shall be submitted to arbitration in accordance with the arbitration provisions in the regulations regardless of whether either party has terminated or purported to terminate this or any such contract or alleged contract. Under this contract the Agent undertakes to endeavor to secure employment for the Artist.

12. Nothing herein contained shall conflict with any law or regulation authorized by law of the several states or the United States. If any provision hereof or of the Regulations so conflict, it shall not affect or render illegal the remainder of this contract or the Regulations

(FOR CALIFORNIA ONLY)

This provision is inserted in this contract pursuant to a rule of AFTRA, a bona fide labor union, which Rule regulates the relations of its members to agencies or artists managers. Reasonable written notice shall be given to the Labor Commissioner of the State of California of the time and place of any arbitration hearing hereunder. The Labor Commissioner of the State of California, or his/her authorized representative, has the right to attend all arbitration hearings.

Nothing in this contract nor in AFTRA's Regulations Governing Agents (Rule 12-C) shall be construed so as to abridge or limit any rights, powers or duties of the Labor Commissioner of the State of California.

Whether or not the Agent is the actor's agent at the time this agency contract is executed, it is understood that in executing this contract each party has independent access to the regulations and has relied and will rely exclusively upon his/her own knowledge thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the ____ day of _____, 20__

ARTIST

(SS#)

AGENT

NOTE: This contract must be signed at least in triplicate. One copy must be promptly delivered by the Agent to AFTRA, one copy must be promptly delivered by the Agent to the Artist, and one copy must be retained by the Agent. If AFTRA has an office in the city where the contract is executed, AFTRA's copy of the contract must be delivered to that office within 15 days of execution; or at the Agent's option, to AFTRA's main office in New York City within 30 days of execution.

This agency is licensed by the Labor Commissioner of the State of California.

This agency is franchised by the American Federation of Television and Radio Artists.

This form of contract has been approved by the Labor Commissioner of the State of California and by the American Federation of Television and Radio Artists.

(The foregoing references to California may be deleted or appropriate substitutions made in other states.)

American Federation of Television and Radio Artists

This agreement is attached to the Standard AFTRA Exclusive Agency Contract "Exhibit C" and falls under the terms and conditions of Rule 12-C.

ARTIST MUST INITIAL ONLY THE AREA(S) COVERED BY THIS CONTRACT.

ALL AREAS LISTED ON THIS RIDER _____

(If this is initialed do not initial any other area)

TV PROGRAMS

on-camera & voice-over

on-camera only

voice-over only

RADIO PROGRAMS

HOSTING ONLY

DAYTIME DRAMA

NON-BROADCAST & INDUSTRIAL

on-camera & voice-over

on-camera only

voice-over only

PROMOTIONAL ANNOUNCEMENTS (PROMOS)

on-camera & voice-over

on-camera only

voice-over only

INFOMERCIALS

on-camera & voice-over

on-camera only

voice-over only

CD ROM/INTERACTIVE

on-camera & voice-over

on-camera only

voice-over only

BROADCAST/NEWS

THIS CONTRACT IS NATIONAL IN SCOPE UNLESS OTHERWISE LIMITED BELOW.

The Agent agrees to limit representation of the Artists to the following areas only:

Los Angeles: _____ Chicago: _____ New York _____ Other: _____

Date _____ Artist _____ Agent _____