



Talent Application & Independent Contractor Agreement

Name: _____ ABN (mandatory): _____

Birthdate (inc. year): _____ (are you of legal drinking age? Yes ~ No)

Full mailing address (inc. state & postal code):

E-mail: _____ Mobile Phone: _____

Bank name: _____ Account #: _____ BSB#: _____

Relevant experience (promotions, modelling, serving, bartending, hosting, nightlife, etc.):

RSA/s Y ~ N if yes please provide **state(s)** and **number(s)**

Languages: _____

Eye color: _____ Hair colour: _____ Ethnicity: _____ weight (kg): _____ Height: _____

Bust: _____ Waist: _____ Hips: _____ Dress size: _____ T-shirt: (S ~ M ~ L) Pants: _____

TERMS OF AGREEMENT

1. INDEPENDENT CONTRACTOR: I understand and agree that I am being hired as an independent contractor only, and not an employee, agent or partner of Buzz Promotions; I will not become an employee of Buzz Promotions while this agreement is in effect nor will I have authority to bind Buzz Promotions in any way. Both I and Buzz Promotions understand that that there are no minimum or maximum hours of service during any period.
2. PREVIOUS AGREEMENTS: This agreement constitutes the entire agreement between Buzz Promotions and myself and supersedes all previous verbal and written agreements, representations, or warranties.
3. FINANCIAL RESPONSIBILITY: I confirm and agree that payment for services remitted by Buzz Promotions is the gross amount so I will be responsible for reporting and remitting all personal income tax, applicable sales tax, CPP contributions, Unemployment Insurance and any statutory remittances/deductions required by law. It is my responsibility to keep financial records of the work I complete for Buzz Promotions as tax forms will not be issued.
4. PAYROLL: I understand and accept that payment can take anywhere from 3 to 6 weeks although I'll usually be paid on the 15th of each month for the previous month worked. Payment will be sent via electronic funds transfer/banking so long as my invoice/time sheet, including fees and expenses, is reported properly and on time..
5. SOLICITATION OF CLIENTS: I expressly agree not to contact, add or solicit self-employment with any of Buzz Promotions' clients. If approached for similar work while on paid time with Buzz Promotions, I will refer potential clients to Buzz Promotions management.
6. NON-DISCLOSURE: I will not, under any circumstances, distribute or disclose any of Buzz Promotions business activities nor inter-meddle with Buzz Promotions' business relationships, either while under contract or after my termination. I acknowledge that Buzz Promotions is entitled to seek injunctive relief against me, and to pursue damages for any loss of profits as a result of my interference.
7. WAIVER OF LIABILITY: I understand that the work under this agreement will be carried out at locations that are not controlled by Buzz Promotions, and I waive any potential action against Buzz Promotions and its officers, directors and employees, arising for any reasons other than the gross negligence of Buzz Promotions.
8. BOOKING PROFILE: I understand that my information and photos will have a direct effect on the amount of bookings I'll be eligible for. I agree to keep my information and file up-to-date. Any changes on my file including, but not limited to contact information, physical appearance, availability, new skills/certificates and recent photographs will be submitted ASAP.
9. MISCONDUCT: I agree to complete the services entered into pursuant to this agreement with due consideration to the requirements of Buzz Promotions and its clients. Participation in any of the following misconduct will result in immediate termination of this agreement and my removal from Buzz Promotions' roster. My failure to adhere to Buzz Promotions' policies and standards may jeopardize the collection of payment from Buzz

Promotions' clients, and subsequently compromise my own payment from Buzz Promotions including previous fees earned that may be put towards any damages I cause. The following is a non-conclusive list of misconduct:

- A) Failure to follow company policies & procedures as outlined in this agreement;
- B) Threatening, intimidating or abusive language or conduct to anyone on site including harassment in any form;
- C) Theft or the unauthorized removal of property of the company, customers, or others;
- D) Inefficiency or lack of application on the job;
- E) Insubordination, including refusal to follow work directions;
- F) Deviation from any dress code set out in an engagement whether it be loosely or specifically defined;
- G) Failure to immediately report any illegal behaviour from other team members, patrons or clients;
- H) Use of cell phone or other electronic communication while on shift, with the only exceptions being during designated breaks, if contacting Buzz Promotions regarding work or while posting relevant media on-line as requested by Buzz Promotions;
- I) Failure to complete (in-full) or hand-in any required event reports and/or receipts within 3 business days.

10. ATTITUDE: I'll arrive early enough so that I'm always set up and ready to start working right on time. When I arrive I'll introduce myself to my on-site contact or manager. I'll show up to work with energy, a positive attitude and smile, even if I'm having a stressful day. I'll make a point of greeting everyone personally which will make me approachable. My confidence will come across in my posture, body language, eye contact and clear voice. I'll listen to what participants are saying and I'll respond in a positive manner. Since there is no such thing as a bad question, I will answer all inquiries to the best of my knowledge but will never make up false answers. I will not discuss my personal life or complain in front of customers, clients or co-workers.

11. PHOTOGRAPHS: I understand that Buzz Promotions reserves the right to use, re-use, publish, and re-publish photographs of me that have been obtained Buzz Promotions shifts or company/client affiliated photo shoots. Buzz Promotions may use these photos, in whole or in part, in any and all media now or hereafter known for promotion, advertising, trade, or any other purpose associated with Buzz Promotions. I understand I'm not entitled to compensation for use of these photographs

12. FINANCIAL RESPONSIBILITY: I understand that if I fail to complete my shift and/or obligations for any of the below listed reasons, Buzz Promotions' clients may refuse to pay, in whole or in part, for services and may even be entitled to a credit depending on their contract. If this is the case, I understand my responsibilities and agree that I will be held 100% liable for my own financial losses/deductions as well as Buzz Promotions' losses/deductions resulting from my behaviour.

A) The termination of an activation/shift for misconduct (as outlined in this agreement) prior to completion, by a client, manager or on-site contact with good cause.

B) Arriving late without informing Buzz Promotions management and/or my on-site contact and/or showing up unprepared to work.

C) Abandoning a shift before the designated end time without a record of emergency.

13. EXPENSES & OVERTIME: I understand that any receipts must be sent in within 3 business days following a shift to be eligible for reimbursement and that failure to do so could result in forfeiture of those expenses. I will scan all reports and receipts since photos are not sufficient or professional. I do not expect parking, meals, gas and/or travel time to be reimbursed without the prior written agreement of Buzz Promotions. If I'm asked to work overtime I must call Buzz Promotions immediately. If Buzz Promotions cannot be reached, I'll leave a message and notify the client/on-site contact that billing procedures will be dealt with by Buzz Promotions the following business day. It is my own responsibility to report overtime hours therefore I understand I will not be paid for overtime if it's not reported within 24 hours.

14. CHECKING IN: If a Buzz Promotions manager is present, I will check in with them at the start and end of my shift; Where there is no Buzz Promotions manager present, I will check in with Buzz Promotions management via phone, text or e-mail as outlined in my shift confirmation. I will take and send between 3 and 10 photos of me and/or the team during every shift.

15. DRUGS & ALCOHOL POLICY: Buzz Promotions does not tolerate any consumption of alcohol, before, during or while in uniform for a shift unless otherwise expressly permitted in a rare circumstance. I will not smoke cigarettes at any time while on site and/or in uniform including on breaks, if applicable. Buzz Promotions holds no legal liability for me during or after any shift, if alcohol or drugs have been consumed.

16. CANCELLATION POLICY: I will provide a minimum of 48 hours' notice prior to cancelling a confirmed booking. In the event an "emergency" or unexpected illness prevents me from attending my confirmed shift, I will provide Buzz Promotions as much notice as possible to allow management to find a suitable replacement as well as tangible proof of my emergency such as a doctor's note or police report. I understand that not showing up for a booking, with no notice, will result in a penalty of 100% potential contracted earnings being owed to Buzz Promotions unless I provide a record of emergency,

I, (print name) _____, the independent contractor, have read the above statement and agree to abide by these policies and procedures. I understand that any breach of this agreement could lead to termination, forfeiture of payment and/or legal action.

Signature: _____ Date: _____

**VALID (non-typed) signature required. Photos not accepted. Please scan & e-mail to info@buzzpromotions.com.au