



P.O. Box 153  
Weston, MA 02493

### **Talent/Studio Subcontractor Agreement**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Profile Staffing, Inc., a Massachusetts corporation with a mailing and notice address of P.O. Box 153, Weston, Massachusetts 02493

("Profile Staffing, Inc.") and \_\_\_\_\_ ("Talent") of \_\_\_\_\_.  
This agreement commences as of the date hereof, and shall continue until the earlier of the completion of the services to be performed by Talent under all of the contracts set forth on Schedule A hereto as the same may be amended from time to time (the "Scheduled Contracts") or upon thirty (30) days written notice but in any event no later than one year from the commencement of this agreement.

**WHEREAS**, Talent desires to offer its abilities as Profile Staffing, Inc. talent in the capacity of creative/technical consultant to fulfill the obligations under, and perform the work specified in, certain project contracts and/or freelance contracts entered into by Profile Staffing, Inc., Talent and Profile Staffing, Inc.'s clients (hereinafter referred to as "Clients") and set forth from time to time in the Scheduled Contracts;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

#### **1. DUTIES**

Profile Staffing, Inc. retains Talent as a subcontractor, and Talent accepts such relationship upon the terms and conditions set forth in this Agreement for the purpose of completing the projects and freelance assignments (collectively, the "Projects") described in the Scheduled Contracts. Talent shall perform such computer programming, media development, design, consulting, technical writing or other work for Client as is required to complete the Projects, and shall complete the Projects within the various time periods set forth under the Scheduled Contracts. The Projects may be modified from time to time only by agreement between Client and Profile Staffing, Inc., which shall both execute any change orders as they may deem desirable or appropriate from time to time. In the event of any such change, Talent shall perform and complete the applicable Project as so amended, subject to the requirement that compensation payable to Talent be adjusted as provided in Section 2.

#### **2. FEE FOR SUBCONTRACTOR SERVICES RENDERED**

Profile Staffing, Inc. and Talent agree that Talent shall be paid a fee equal to a portion of the hourly rate or project cost set forth in the Scheduled Contracts. Such fee shall be paid by Profile Staffing, Inc. promptly upon receipt thereof from Client. If any Project is altered, or any change order is properly submitted and executed by Client and Profile Staffing, Inc., the Talent's subcontractor fees shall be equitably adjusted upward, or downward, to reflect any such change. Talent acknowledges that failure by the Client to make payment may impair Profile Staffing, Inc.'s ability to remit to the Talent fees for subcontractor services rendered.

#### **3. COOPERATION**

Talent shall notify Profile Staffing, Inc. of, and invite Profile Staffing, Inc. to, any scheduled meetings between Client and Talent, and confirm Profile Staffing, Inc.'s availability to attend such meetings prior to confirming the meeting time. Upon Profile Staffing, Inc.'s request, Talent shall provide any information, orally and in writing, related to the performance of Talent's services, including but not limited to, any information required to respond to any questions, claims, or issues raised by Client, person or governmental agency, or required by Profile Staffing, Inc. to prepare or file any claims, defenses or the like to be made by Profile Staffing, Inc..

#### **4. NON-COMPETITION**

Talent hereby agrees that once Talent has been introduced to a Client by Profile Staffing, Inc. and/or has commenced to provide services to a Client on behalf of Profile Staffing, Inc., Talent shall not, for a period of one (1) year from the date of such introduction or the date of commencement of such services, whichever is later, directly or indirectly, whether as a principal, stockholder, partner, agent, consultant, independent contractor, employee, or in any other individual or representative capacity; provide, attempt to provide, or advise others of the opportunity to provide, any services to such Client, unless as a result of a recurrent placement by Profile Staffing, Inc. or otherwise with Profile Staffing, Inc.'s consent. The one year period reflects the duration of the industry product or development cycle. Talent acknowledges that a percentage of the fee paid to him/her for subcontractor services represents payment to him/her for this covenant not to compete.

#### **5. ACCURACY OF REPRESENTATIONS**

Talent represents, warrants and covenants that all information provided by Talent (including, but not limited to his/her resume, interview, and references) for consideration by Profile Staffing, Inc. in determining to retain Talent or to assign Talent to a Client is true to the best of Talent's knowledge. Talent understands that breach of the foregoing or failure to meet mutually agreed upon project deadlines may result in immediate discharge and will subject Talent to damages for any harm caused to Profile Staffing, Inc. or Client.

#### **6. INDEPENDENT OBLIGATIONS**

Upon the expiration or other termination of this Agreement, all obligations of the parties shall forthwith terminate, except for any obligation to pay any fixed sum of money which may have accrued and be due and payable hereunder at the time of such expiration or other termination and except that the provisions of Section 4 shall continue in effect in accordance with their terms, because such Section contains independent agreements and obligations.

#### **7. EFFECT OF AGREEMENT**

This Agreement shall insure to the benefit of and shall be binding on the parties hereto, the successors and assigns of Profile Staffing, Inc., and the heirs, personal representatives, successors and assigns of Talent. Talent's obligations and duties under this Agreement may not be assigned by Talent.

#### **8. ENTIRE AGREEMENT/NO WAIVER**

This instrument contains the entire Agreement of the parties regarding the services to be performed on and after the effective date hereof; and supersedes and terminates all prior agreements between the parties. No modification of this Agreement or any waiver of any provision hereof shall be effective unless contained in writing signed by the person against whom it is sought to be enforced (in the case of Profile Staffing, Inc., by an officer of Profile Staffing, Inc.). The failure of any party at any time to insist on strict performance of any condition, promise agreement or understanding herein contained shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement, or understanding at any future time.

#### **9. SEVERABILITY**

Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision of the Agreement which, consistent with such law, shall remain in full force and effect. If at any time any of the agreements or covenants in Section 5 hereof shall be deemed invalid or unenforceable by the laws of the jurisdiction wherein it is to be enforced, such agreements or covenants shall be considered divisible as to such portion and shall become and immediately amended and reformed to include only such agreements or covenants as are enforceable by any court of such jurisdiction. All surviving clauses, as so amended, shall be construed so as to effectuate the purpose and intent of the parties.

#### **10. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation in connection herewith shall be brought in the state or federal courts of Massachusetts, and both parties hereby consent to such courts' exercise of personal jurisdiction over them.

**11. STATUS**

This Agreement calls for the performance of the services of Talent as an independent contractor. Accordingly, Talent will not be considered an employee of the Company for any purpose, and shall be responsible for the payment of all taxes based on the compensation received under this Agreement. Further, since Talent is not an employee of Profile Staffing, Inc. and is an independent subcontractor, Talent acknowledges that Profile Staffing, Inc. will not and does not provide any benefits to Talent. In addition, neither Profile Staffing, Inc. nor Talent nor any employee, agent, representative, officer, director or principal thereof shall have authority to enter into any obligation on behalf of the other party unless otherwise authorized by that party.

**12. MISCELLANEOUS**

Talent represents that he/she has read and understands the terms of this Agreement, has had an opportunity to ask questions and to review this Agreement with legal counsel of his/her choice, is not relying on any advice from Profile Staffing, Inc. in this regard, and is voluntarily signing this Agreement.

This agreement may be executed in any number of counterparts and by representative signatures transmitted by facsimile transmission, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

If you have any questions please call 781-647-0559. Please sign and return original by mail to:

Profile Staffing, Inc.  
P.O. Box 153  
Weston, MA 02493

Talent/Studio: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Profile Staffing, Inc.

By (Signature): \_\_\_\_\_

Date: \_\_\_\_\_