



THE PRICE GROUP, LLC
90 Broad Street, 2nd Floor NY, NY 10004 | 212.725.1980
AGENT-ARTIST AGREEMENT/CONTRACT

THIS AGREEMENT made by and between The Price Group LLC, a theatrical employment agency, DCA# 1242434 by Lisa Price, (hereinafter called the "Agent") and **Zachary Prall** (hereinafter called the "ARTIST") residing at **133 Fort George Ave Apt #46 New York, NY 10030**.

WITNESSETH:

1) The Artist employs the Agent as his/her sole and exclusive Agent for obtaining theatrical, film, radio, commercial, television, new media, voiceover, and commercial print employment (hereinafter referred to as "Engagements"), 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 contracts of and for the Artist as an artist in such fields as referenced above and any reference hereinafter to contracts or employment where the Artist renders his/her services, refers to contracts or employment in the above referenced theatrical forms, except as otherwise provided herein.

2) The term of this contract shall be for a period of **1 year** commencing the **21st of September 2026**.

3) The Artist agrees to pay to the Agent a sum equal to 10% (not more than 10% unless said Engagement is for a concert or orchestra Engagement, in which case said fee shall not exceed 20% or a larger percentage is offered by the employer) of all monies or other consideration received by the Artist, directly or indirectly, under contracts of employment entered into during the term specified herein and 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.

4) 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.

5) 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 therein.

6) The agent shall be entitled to the aforesaid commissions after the expiration of the term specified therein, for so long a period thereafter as the Artist continues to receive 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 therein.

7) 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.

8) So long as the Agent is under contract, the Agent shall use its best efforts to service the Artist and perform the obligations of this contract with respect to the services of the Artist.

9) 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.

10) 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 on 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 the offer of employment 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 of this provision.

11) In the event of the failure of the artist to obtain employment or a bona fide offer therefor from a responsible employer, in the fields of endeavor specified in this contract in which the talent agency is representing the artist, for a period of 90 days, such failure shall be deemed cause for the termination of the contract by either party; provided, however, that the artist shall at all times during such period of three consecutive months be ready, willing, able and available to accept employment and to render the services required in connection therewith. Notices of intention of either party to such a contract to terminate same must be given in writing to the other party to such a contract directed to the last known address of said party. In the event the artist accepts employment prior to any written notice of termination, said right of termination is deemed waived as to all past periods of unemployment but not as to future four consecutive months of employment.

12) 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/she 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.

13) The Agent agrees that the following persons, and the following persons only, namely; Lisa Price shall personally supervise the Artist's business during the term of this contract. This person 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 a staff 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.

14) The Artist hereby grants to the Agent the non exclusive right to use the approved name, sound bits, song recordings, portraits and pictures of the Artist to advertise and publicize the Artist in connection with Agent's representation of the Artist hereunder. The Agent may also have rights to the previously noted items for the purposes of advertising The Price Group LLC on their website, thepricegrouptalentagency.com, on Facebook, Twitter, Instagram, in written or recorded articles, or for other advertising. The Agent maintains this use even after and/or in the case of expiration of contract.

15) The Agent agrees:

- a. To make no deductions whatsoever from any applicable minimums established by The Price Group, LLC under any collective bargaining agreement.
- b. At the request of the Artist, to counsel 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 or presumed 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 this industry throughout the term of this contract, and that she 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 these industries.

16) 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 New York or its environs, through the term of this agreement, and that some representative of the Agent will be present at such office during such business hours.

17) Any controversy under this contract, or under any contract executed in renewal or extension hereof or in substitution heretofore 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 of the American Arbitration Association 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.

18) 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.

19) This contract and any disputes arising there from shall be governed by the laws and regulations of the City and State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the **21st day of September**.

ARTIST (sign)

(SSN)

AGENT (sign)

NOTICE TO APPLICANT – READ BEFORE SIGNING

Do not sign this contract before you have read it or if any spaces are left blank. The agency must give you a signed copy of this contract at the time/after you sign it.

It is your responsibility to request a copy if one is not offered to you.