**AGENT-Talent REPRESENTATION AGREEMENT**

This Agreement is made and entered on \_\_\_\_\_\_\_\_\_ in the state of (North Carolina or the District of Columbia) by and between the following parties:

**(name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Address 1)

(Address 2)

(City, State, Zip)

(Country)

**Phone:**

(hereinafter “Foreign Employer Talent Agent”),

**SDS Sports Agency**

5309 Monroe Rd #118 or (1717 N St. NW, Suite 1 Washington, DC 20036)

Charlotte, NC 28205

Phone: 704-350-5298

(hereinafter “US Visa Agent”), and

**(name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Address 1)

(Address 2)

(City, State, Zip)

(Country)

**Phone:**

(hereinafter “Talent”)

**Recitals**

Whereas, the Foreign Employer Talent Agent is the official agent of the Talent,

Whereas, the Talent is an internationally recognized person,

Whereas, the Foreign Employer Talent Agent wishes to petition and manage Talent in the United States through an Agent for immigration purposes in the United States,

Whereas, the US Visa Agent is in the business of representing international sports and entertainment industry talent in the United States,

Whereas, the Foreign Employer Talent Agent is agreeing to use the US Visa Agent to serve as sponsor ONLY for the purpose of an I-129 visa application for the Talent.

**1. Duration**

This contract will be valid for \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) months. It will take effect on \_\_\_\_\_\_\_\_\_\_\_ and terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2. Remuneration Between Talent and Agent**

Only the Talent may remunerate the Foreign Employer Talent Agent for the work he has accomplished. The Talent shall receive a commission amounting to at least \_\_\_\_% of the gross pay due to the Talent as a result of the employment contracts negotiated by the Foreign Employer Talent Agent. The Foreign Employer Talent Agent shall be deemed the employer of the Agent for civil litigation purposes. US Visa Agent will accept service of process on behalf of Foreign Employer Talent Agent and Talent.

**3. Remuneration Between Talent, Foreign Employer Talent Agent, and US Visa Agent**

Foreign Employer Talent Agent shall pay the US Visa Agent one a flat fee of $2000 which covers the duration of I-129 application based on this contract ONLY. This fee does not cover any extensions or continuation of employment petitions with USCIS. The flat fee does not obligate the US Visa Agent to provide Talent services to be provided by Foreign Employer Talent Agent under this Agreement or any other service not expressed in this Agreement. The Foreign Employer Talent Agent is responsible for flight of beneficiary back to home country at the conclusion of valid status or if this agreement is terminated before the I-129 visa petition this Agreement is based on expires. If the Foreign Employer Talent Agent fails to provide a flight out of the United States, the US Visa Agent agrees to cover the cost of a flight and the Foreign Employer Talent Agent shall reimburse the US Visa Agent for the flight.

**4. Events**

The Agent will engage Talent at following Proposed Activities:

Location Dates

**5. Other Events**

The Talent may perform other related activities if contracted at other venues sporadically, however he is to be based at the above venues.

**6. Financial & Legal Liability**

Foreign Employer Talent Agent nor the US Visa Agent shall not be responsible, liable or accountable for the legal or financial liabilities of Talent. Talent shall not be responsible, liable or accountable for the legal or financial liabilities of Foreign Employer Talent Agent or the US Visa Agent. The US Visa Agent and Foreign Employer Talent Agent shall not be responsible, liable or accountable for legal or financial liabilities of each other. If the Talent breaches this contract to work with another agent, the Talent is responsible for obtaining new immigration status with the new petitioner.

**7. Classification of the Talent as an Individual**

The Talent is participating in activities as an individual athlete and not a team or league. The Foreign Employer Talent Agent is performing the function of an employer through a US Agent and has provided an itinerary above for the Talent.

**8. Authority to Enter into Agreements**

**The** Foreign Employer Talent Agent  **has Oral Contract with all Partners Necessary to Utilize the Talent** in the activities listed in this petition, a written tendered contract is not normally executed between agents and the strategic partners for these events.

**9. Job** **Requirements of the Talent**

(Details of the position)

**10. Talent Responsible to Fitness for Proposed Activities**

Talent will be required to reasonably maintain his fitness to conform to the engagements assigned to what is expected in their industry. Talent will also be required to remain at reasonable fitness in order to perform their duties.

**11. Requirements of US Visa Agent**

US Visa Agent agrees to accept service of process on behalf of the Foreign Employer Talent Agent and the Talent. The US Visa Agent confirms that the contents of the visa application are true to the best of their knowledge. If the Foreign Employer Talent Agent fails to provide a flight out of the United States, the US Visa Agent agrees to cover the cost of a flight and the Foreign Employer Talent Agent shall reimburse the US Visa Agent for the flight.

**12. General Terms**

Talent shall have final approval of all contractual terms, and Foreign Employer Talent Agent nor the US Visa Agent cannot enter into any contract binding Talent without Talent’s approval. Talent’s signature on a contract shall be conclusive evidence that he has approved all of its terms.

Foreign Employer Talent Agent warrants that he is free to enter into this contract. Talent warrants that he is free to enter into this contract, that he is not currently represented by or under contract for representation with any other party, and that absent the prior written consent of Foreign Employer Talent Agent , Talent will not enter into a contract for representation with any other party during the Duration of this contract without the agreement of the Foreign Employer Talent Agent .

Talent acknowledges that the Foreign Employer Talent Agent may delegate duties to associates and may also engage outside professionals to assist in the performance of certain terms of this contract.

The parties agree that this contract will be governed by and construed in accordance with the laws of the State of North Carolina or the District of Columbia, United States of America, without regard to conflict of laws principles which could cause the application of the laws of any other jurisdiction.

If this contract is translated into a language other than English and there arises a conflict or ambiguity between this English language version and the non-English language version, the English language version of this contract shall prevail and be given full force and effect.

Any notice given to any party shall be in writing and shall be deemed to have been given when delivered either personally, by confirmed facsimile, by overnight delivery service or send by certified or registered mail, postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below or to such changed address as the party may subsequently give notice of:

**Foreign Employer Talent Agent**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Talent**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**US Visa Agent**

Sherrod Seward, 5309 Monroe Rd #118, Charlotte, NC 28205

The parties hereto agree that this contract contains the entire understanding and agreement between them, and supersedes all prior understandings and agreements between the parties respecting the subject matter hereof, and that the provisions of this contract may not be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the parties hereto.

No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this contract to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any

prior or subsequent time. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter hereof has been made by either party which is not set forth expressly in this contract.

The invalidity or unenforceability of any provision or provisions (including a subsection of any provision or provisions) of this contract shall not affect the validity or enforceability of any other provision or provisions of this contract, which shall remain in full force and effect.

The parties agree and warrant they have read and understand this contract.

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

**Foreign Employer Talent Agent** - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Talent** - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**US Visa Agent** - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_