

MODELING AGREEMENT, AGE VERIFICATION & RELEASE

This Modeling Agreement, Age Verification and Release (the "Agreement") is dated as of _____, 2006 (the "Effective Date") and is entered into between SG Services, Inc. an Oregon corporation, whose address is 5482 Wilshire Boulevard, # 1925, Los Angeles, CA 90036 ("SG") and _____ ("Model"). In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Model and SG agree as follows:

1. TERM. The initial term of this Agreement will be for one (1) year from the Effective Date (the "Initial Term"). At the conclusion of the Initial Term or any additional one (1) year period, this Agreement will automatically be renewed for an additional one (1) year period (each, an "Extension Term") unless Model did not perform any Services during such Initial Term or such additional one (1) year period. The Initial Term and each Extension Term shall collectively be known as the "Term".

2. SERVICES. Subject to the terms and conditions of this Agreement, SG hereby engages Model to: (i) appear or participate in SG events, products and services, including but not limited to published or unpublished SG Internet, photographic, video, film, audio, text or other creative content; (ii) advertise, market and promote SG events, products and services; (iii) make personal appearances in connection with SG events, products and services; and (iv) perform any other mutually agreed upon services (the "Services"). Model will behave in a professional manner while performing the Services.

3. COMPENSATION & EXPENSES. SG shall pay Model for the Services pursuant to SG's standard rate card, as updated from time to time by SG (e.g., photoset fee, set of the month award, personal appearance fee and tour participation fee). SG will not reimburse Model for any expenses incurred in connection with the performance of the Services that are not pre-approved. SG reserves the right to reject and not pay for any Services which are not requested by SG or which are not delivered in accordance with the quality or subject matter standards established by SG and any specifications provided by SG, including timely delivery.

4. GRANT OF RIGHTS & RELEASE. Model hereby grants to SG, its affiliates, agents, successors, licensees and assigns, a perpetual, worldwide, irrevocable, royalty-free, fully paid-up right and license to the unlimited use of the "Model Likeness" (alone or in connection with others and in and in connection with any media, now known or hereafter created) throughout the universe: (i) in and in connection with or relation to the development, manufacturing, marketing, advertisement, licensing, sale, distribution and promotion of any SG events, products/merchandise, services or brands; and (ii) to develop, manufacture, market, advertise, distribute, license, sell, promote and commercially or non-commercially exploit any SG events, products/merchandise and services that include the Model Likeness. SG shall have the right to: (x) transform, edit, alter, distort, modify, add to, subtract from or enhance the Model Likeness; (y) use the Model Likeness clothed, semi-clothed or nude; and (z) transform, edit, alter, distort, modify, add to, subtract from or enhance the Model Likeness that is clothed, semi-clothed or nude to appear (or make it appear) that the Model Likeness is clothed, semi-clothed or nude. As used in this Agreement, "Model Likeness" means (whether digital or otherwise) Model's name, nickname, persona, character or characterization, initials, logo, slogan or catch phrase, autograph, facsimile signature, voice, photograph, film, video or new media portrayal, actual, simulated or drawn likeness, image, biographical or historical information, any material provided by or statement made (whether oral or written) by Model, physical attributes including but not limited to body art and tattoos, and any other means of endorsement used or usable by Model. Model agrees that Model will have no right to approve any use of the Model Likeness. **Model hereby releases SG, its affiliates, agents, successors, licensees and assigns from any and all claims and demands that Model may have now or at any time arising from the performance of the Services or the use of the Model Likeness, including but not limited to claims for personal injury or death, invasion of privacy, defamation, right of publicity or infliction of emotional distress and agrees to indemnify and hold SG, its affiliates, agents, successors, licensees and assigns harmless from all claims arising out of or related to this Agreement, including claims related to SG, its affiliates, agents, successors, licensees and assigns.** Further, Model agrees that no third party has or shall have any right of approval over the use of the Model Likeness or will be due any amounts from the use of the Model Likeness.

5. INTELLECTUAL PROPERTY. All Materials have been specially ordered and commissioned by SG, are works-made-for-hire from the moment of creation, and are and shall be the sole and exclusive property of SG. Without reservation or limitation, Model hereby sells, assigns, transfers and conveys the

Materials to SG, exclusively, irrevocably, and perpetually, together with all rights, title, and interest in and to the Materials throughout the world, including without limitation, the right to enforce its rights in and to secure registrations, renewals, reissues, and extensions thereof. No rights of any kind are reserved to or by Model or shall revert to Model who expressly waives any rights of attribution or integrity. Model further agrees to execute any documents and perform any acts requested by SG to effectuate the terms of this Agreement. As used in this Agreement, "Materials" means, in any format (e.g., paper or electronic), all photographs (including corresponding negatives or other component parts), film, video, audio, text, statements, Internet content, elements, designs, sketches, creations, documents, tangible or intangible property, deliverables or other intellectual property (including but not limited to copyrights and trademarks) created in connection with or under this Agreement, whether or not delivered to SG.

6. TERMINATION. This Agreement may be terminated by SG: (i) immediately upon written notice by SG to Model of Model's breach (or threatened breach) of any term of this Agreement; (ii) Model's death; (iii) Model is insolvent or declares bankruptcy; or (iv) upon seven (7) days written notice for convenience. This Agreement may be terminated by Model immediately upon written notice by Model to SG of SG's breach of any material term of this Agreement, which breach has not been cured within thirty (30) days after SG receives written notice specifying the breach.

7. REPRESENTATIONS & WARRANTIES. Model represents and warrants (i) that the list Model provided below is a true, accurate and complete list of any name, other than Model's present and correct legal name, ever used by Model including Model's maiden name and any alias, nickname, stage or professional name; (ii) that Model has entered into this Agreement freely, voluntarily and without reliance on any promises, representations or other statements which are not contained in this Agreement; (iii) Model has the full right, power and authority to grant the rights granted herein; and (iv) any information provided by Model, including but not limited to Model's identification and age verification documents, are true, accurate and complete.

8. NON-COMPETITION. Model agrees that during the Term, and for two (2) years after the expiration or termination of this Agreement, Model will not directly or indirectly: (i) (a) model for any "SG Competitor", (b) be filmed by or for any "SG Competitor", or (c) be photographed by or for any "SG Competitor"; (ii) grant any "SG Competitor" any right or license to use the Model Likeness or permit any "SG Competitor" to use the Model Likeness; (iii) provide the same, similar or competitive services to those provided to SG under this Agreement to any "SG Competitor", (iv) sell or otherwise provide Internet, photographic, video, film, audio, text or other creative content to any "SG Competitor"; or (v) own, manage, operate, join, control, finance or participate in the ownership, management, operation, control or financing of, or be connected as an officer, director, employee, partner, member, principal, agent, representative, model or otherwise, to any "SG Competitor". "SG Competitor" means any person, entity or organization that competes with SG, including but not limited to any person, entity or organization that creates, develops, manufactures, produces, distributes, markets, licenses or sells events, products or services that compete with SG.

9. NON-SOLICITATION. Model agrees that during the Term, and for two (2) years after the expiration or termination of this Agreement, Model will not hire (as an employee, agent, or consultant) any employee, advisor or consultant of SG or directly or indirectly seek to persuade any employee, advisor or consultant of SG to discontinue his or her relationship with SG or to become involved with any business which is a SG Competitor, nor will Model assist anyone else to engage in any of the foregoing.

10. CONFIDENTIALITY. Without prior written consent of SG, except to the extent required by an order of a court having competent jurisdiction, or under subpoena from a governmental body or agency, Model shall not disclose any trade secrets, proprietary information, customer lists, information regarding product development, marketing plans, financial records, or other financial, commercial, business, or technical information or records relating to SG, including but not limited to the terms of this Agreement (collectively, "Confidential Information"), to any third person, unless such Confidential Information has been previously disclosed to the public by SG or is in the public domain (other than by reason of Model's breach of this Agreement or by a third party's violation of its obligation of confidentiality).

11. MISCELLANEOUS. Model's performance of the Services is in Model's capacity as an independent contractor and nothing contained in this Agreement shall be construed to establish an employer/employee, partnership, agency or a joint venture relationship between Model and SG. Model shall acquire no right to use, and shall not use without SG's express prior written consent, any SG intellectual property. During the Term and for two (2) years after the Term, Model agrees not to disparage

SG in any manner. This Agreement shall be governed by and construed under the laws of the State of Oregon and the parties hereby consent to the exclusive jurisdiction and venue in the courts sitting in Portland, Oregon. This Agreement is personal to Model and may not be assigned by Model or the duties hereunder delegated. SG shall have the right to assign, sublicense or pass-through any rights contained herein or this Agreement to any third party without approval by Model. This document contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby provided that Model agrees that all Services performed or tangible or intangible property created under, delivered to or used by SG pursuant to any pre-existing agreement between the parties shall be governed by the terms and conditions of this Agreement. The provisions of this Agreement may not be amended, except by an agreement in writing signed by both parties. Sections 4, 5, 7, 8, 9, 10 and 11 shall survive termination or expiration of this Agreement.

AT THE TIME THAT MODEL SIGNS THIS AGREEMENT, MODEL AGREES THAT MODEL IS NINETEEN (19) YEARS OF AGE OR OLDER IF MODEL RESIDES IN ALABAMA, TWENTY-ONE (21) YEARS OF AGE OR OLDER IF MODEL RESIDES IN MISSISSIPPI, NEBRASKA, PENNSYLVANIA OR PUERTO RICO AND EIGHTEEN (18) YEARS OF AGE OR OLDER IF MODEL RESIDES IN ANY OTHER JURISDICTION. IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the Effective Date.

<p>SG SERVICES, INC.:</p> <p>By: _____</p> <p>Its: _____ (title)</p>	<p>MODEL:</p> <p>_____</p> <p>(Model's signature)</p> <p>Name: _____</p> <p>(Printed)</p> <p>_____</p> <p>(Model's address)</p> <p>_____</p> <p>(Model's address)</p> <p>_____</p> <p>Date of Birth</p> <p>Phone: _____</p> <p>_____</p> <p>E-mail</p> <p>_____</p> <p>(Social Security Number)</p> <p>_____</p> <p>(Passport Number)</p> <p>_____</p> <p>Model Applicant Number</p> <p>SG Name: _____</p> <p>_____</p> <p>any name, other than Model's present and correct legal name, ever used by Model including Model's maiden name and any alias, nickname, stage or professional name</p>
--	--