## **AGREEMENT**

This Agreement is made and executed at Delhi, on this 1<sup>st</sup> July, 2020

## BY AND BETWEEN

M/s Glamers Entertainment- through its proprietor Sh. **Varun Jhamb**, Having its Office At- B-28, Basement, Geetanjali Enclave, Near Malviya Nagar, Delhi (hereinafter to be referred as the **FIRST PARTY** which expression wherever context permits be deemed to include their successors, legal representatives, assigns, etc.) of the First Party.

## AND

Om Aggarwal with Aadhaar no - 7359 1371 4929, hereinafter called and referred to as the SECOND PARTY which expression wherever context permits be deemed to include its successors, legal representatives, assigns, etc.) of the SECOND PARTY.

WHEREAS the FIRST PARTY is engaged, *inter alia*, in a business of conducting/ organizing Shoots, Reality Shows & Fashion Shows for various clothing and other brands/ company in Delhi- NCR & other Parts of India or otherwise and such shoots, fashion shows & Reality Shows, organized by First Party, are being telecasted in Indian National TV Channels & web portals.

Whereas the First Party, inter alia, has decided to make the Second Party its member thus, the First Party will provide shoots related to Amazon, Designers, Magazines & Others to the Second Party. If found suitable First Party can also provide Fashion Shows, Reality Shows, Serials, Feature films, Commercial ads to Second Party.

Whereas the FIRST PARTY invites, in a manner as prescribed by the First party, Models, including freshers, for shoots & membership on payment of certain subscription/application charges.

Whereas all the decision regarding Venue, shoot, date, time, manner, Fee/charges or otherwise qua conducting/organizing the said shoots shall be taken by the First party. Further Second Party/ participants or any other person interested person of the Second Party or participants shall not raise any objection/complaint pertaining to the said decisions.

Whereas the Second Party voluntarily approached the First Party, showing his/her intention to become a member & to get shoots under the membership of the First party, giving his/her consent to do all such acts whatsoever assigned to him/her (Second Party), as part of the said show/contest by the First Party.

AND WHEREAS both the parties after a long conversations, prolonged discussions, various meetings in this regard, have harmoniously agreed to enter this present MoU on the following terms and conditions elucidated as below:-

## NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That the Shoot/show/work provided by First Party can be paid or non paid & the venue is subject to be changed.
- That the first party shall not provide the accommodation & Fooding to the Second Party or other contestants/Participants, During The Shoot and further no complaint regarding place, quality or otherwise of accommodation shall be entertained.
- 3. That the First party will provide at least 2 work assignments to Second Party/contestants/participants in a span of 4 months.
- 4. That First Party, if finds/notices any misbehavior by the Second Party with any team/crew member, enjoys absolute power/discretion to forthwith disqualify Second Party/ Contestant/Participant, on the ground of misbehavior and no refund shall be madeby the First Party in such cases and such disqualification shall not be challenged any where whatsoever.
- 5. That the First Party will call Second Party for atleast 2 assignments ( non paid ) & If Second Party is unable to come for the assignment due to their own reason then it will be counted as work provided.
- 6. That the First Party shall retain/deduct 30 percent of the amount so deposited as commission for work provided to the Second party by the First Party in a span of 4 months.
- 7. That the SECOND PARTY shall perform all the deeds and acts to participate in the said shoot/membership of First Party and by virtue of signing this instrument/Agreement, no action/ complaint, including legal, shall be initiated against the First Party with regards to work assigned to Second Party/ Contestant/participants by the First Party.

- 8. That the parties to this Agreement have duly understood the stipulations, terms and conditions in their vernacular language and having been duly satisfied and voluntarily executed this deed of Agreement.
- 9. That the parties to the Agreement have agreed and undertaken to abide by the stipulations, terms and conditions of this Agreement accordingly.
- 10. That further both the parties to this Agreement shall be bound by the terms and conditions of this deed of Agreement.
- 11. That in any case circumstances if second party gets physically or emotionally hurts, or gets any injury during the shoot or shooting of the show, First party is liable to provide first aid to the second party.
- 12. That the first party is not responsible for any injury, Emotional damages or any life risk of the second party during the shoot. First party is also not responsible for any kind of mishappening happens with the second party under any circumstances during the whole process & shoot.
- 13. That the clothes & wardrobes are the responsibility of second party itself during the shoot.
- 14. If there will be any lockdown again, the contract will be increased for 2 more months automatically on the mutual verbal consent of First Party & second Party.

**WHEREOF** the Parties hereto have signed and executed this agreement/MOU and set their respective hands on the day, month and year first above written in the presence of the following witnesses

Jane

(SECOND PARTY)

(FIRST PARTY)