

Theodore Roosevelt Inn of Court, October 28, 2014
Presented at the Nassau County Bar Association, Mineola, NY

BIRD'S EYE VIEW OF SPORTS AND ENTERTAINMENT LAW
...From finding the talent through retention, contract negotiation
and ancillary contract issues.

Presenters: Hon. Leonard Austin, Hon. Ira B. Warshawsky, and Elizabeth E. Schlissel, Esq.

SPORTS LAW

Guest Speakers: Alan Herman and Jared Fox, Esq. from Sports Stars

- NFL Agent Agreement
 - How one becomes an Agent
- University Letter to Agent
- Rules that Must Be Followed
- Protective Agreement (Pre signing)
- Negotiating for an Injured Player
- Players Agreement/Contract
 - Basic Agreement
 - Negotiated Extras
- Post Contract Issues
 - Merchandising
 - Dealing with the Disloyal Client
 - Dealing with and for the Injured Player
 - Additional Services Provided to Client

ENTERTAINMENT LAW

Guest Speaker: Jaime Herman, Esq. from Sloss Eckhouse LawCo LLP

Music Industry:

- Artist, Producer, Manager, Business Manager and Booking Agent
- Publishers, Recording Companies, Merchandise Companies and Concert Promoters
- Negotiating Contracts

Television and Film Industry:

- Talent, Producer, Manager, Business Managers and Booking Agent
- Networks and Production Companies
- Negotiating Contracts
 - Differences between the Music and Television/Film Industry

Child Entertainers/Performers

- Negotiating Contracts and Representing Child Entertainers
- Child Performer Trust Accounts
- Current State of the Law Regarding Child Entertainers
 - Who is Protected and Who is Left Out?
 - Comparison of New York and California Child Labor Laws

JAIME F. HERMAN
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Jaime Herman is a senior associate whose practice primarily focuses on music industry matters, including artist representation, music publishing administration and licensing, in addition to transactional work in film and television production. Ms. Herman is experienced in negotiating and drafting a wide variety of agreements, including recording, publishing, producer, management, distribution and live performance agreements. Her clients include musicians, songwriters, music producers and film production companies.

Prior to joining Sloss Eckhouse, Ms. Herman was an associate in the entertainment department at Dreier LLP. She is a graduate of the University of Pennsylvania (BA, 2001, cum laude) and Brooklyn Law School (JD, 2005), and is admitted to practice in New York. She has spoken on a number of panels held at Brooklyn Law School, NARIP (National Association of Record Industry Professionals) and the Entertainment Business Law Seminar during CMJ Music Festival. She is a member of the entertainment, arts and sports law division of the New York State Bar Association, as well as the nationwide organization Women In Music.

Additional Information -

Representative matters:

- Represents recording artists, music producers, independent music labels and media companies in the drafting and negotiation of music-related agreements, including production, co-publishing, performance and independent digital media distribution.
- Represents songwriters in the administration of music catalogs, including determining licensing fees on behalf of the writer/publisher, drafting and negotiating synchronization licenses, copyrighting compositions and registering with public performance societies, SoundExchange, AARC, etc.
- Represents World Wrestling Entertainment, Inc. in the acquisition of all music content for the company's television shows, pay per view specials and website. License master recordings and compositions and draft and negotiate master and synchronization licenses.
- Advise and counsel production companies, writers, directors and producers in the drafting and negotiation of various types of agreements including those dealing with talent services, development, collaboration and locations. Prepares licenses and seek clearances for use of material in film and television. Advises clients on music-related matters in film and television, including master and synchronization licensing, publishing, composer agreements and soundtrack albums. Negotiates film distribution agreements, including digital distribution agreements.
- Advise clients on various intellectual property matters, including filing copyright and trademark applications, as well as defamation and right of publicity and new media issues in music, film and television.



JARED C. FOX

Jared Fox, Esq. began his career with Sportstars in 2005, working on contract research, client marketing, and day-to-day client management. Jared earned a B.S. in Finance with High Honors from Pennsylvania State University before attending Fordham University School of Law in New York City, where he received his law degree. Jared is admitted to the state bars of both New York and New Jersey, and routinely reviews endorsement and NFL Player contracts for the firm. Jared's knowledge of the Collective Bargaining Agreement and Salary Cap provide him a deep comprehension of player compensation and valuation. As an NFLPA Certified Contract Advisor, he truly understands the duty to always place the best interests of the client above all, and to work tirelessly to secure his clients' futures.

ALAN G. HERMAN

Alan Herman began representing professional football players in 1983, founding Sportstars, Inc. in New York City. Growing up in Brooklyn, New York, he graduated from Brooklyn College before receiving graduate degrees from Long Island University, Fordham University, and Cornell University's School of Industrial and Labor Relations. Over the course of his career Alan has taken on the responsibility of guiding the careers of hundreds of athletes. During his 29 years as an agent, Alan has developed countless working relationships with NFL club owners, executives, coaches, and personnel evaluators that help effectuate the best results for his clients in the Draft and throughout the contract negotiation process. His level of experience is unsurpassed in the industry. Alan resides on Long Island with his wife Roberta. They have a daughter, Jaime, an attorney, and a son, Daniel, a CPA.

NC STATE UNIVERSITY

An Equal Opportunity/Affirmative Action Employer

May 21, 2014

Dear Agent:

You are receiving this letter because you are registered as an Athlete Agent with the NC Secretary of State's Office under the Uniform Athlete Agents Act ("the Act"), N.C.G.S. 78C-85, et seq.

NC State's Professional Sports Counseling Panel (Panel) helps facilitate interactions between our student-athletes and agents seeking to represent them. The Panel's priorities are 1) to ensure that our student-athletes retain their athletic eligibility by engaging in only permissible activities with potential agents and 2) to assist our student-athletes to obtain the best possible representation and advice after their eligibility has ended.


If you would like to contact one of our current student-athletes, we request that you make your contact through the Panel chairperson and NC State's Deputy General Counsel, Mike Poterala, who can be reached at mike_poterala@ncsu.edu or 919-515-0234. Please also contact Mike if you have any questions, comments or suggestions. The Panel's website, <http://www.gopack.com/ot/ProfessionalSportsCounselingPanel.html>, contains additional information.

Reputable agents are familiar with and abide by the requirements of the Act and NCAA regulations. You should never provide a prospective or current NC State student-athlete, relative or friend a benefit, compensation or anything of value. Likewise, you should never enter into a written or verbal agreement with an NC State student-athlete while they remain eligible for college competition.

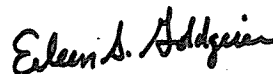
Please contact Ms. Carrie Doyle, Senior Associate AD for Compliance, at carrie_doyle@ncsu.edu or 919-515-0604, if you have questions about the proper application of NCAA rules or the appropriateness of any proposed contact involving an NC State student athlete. Ms. Doyle is also the NC State representative you must contact under the Act within 72 hours after entering into an agency contract or before the student-athlete's next scheduled game, whichever is earlier.

In the unfortunate event that a violation of the Act damages NC State, NC State has the right to file a civil action and seek recovery against any athlete agent responsible for causing such damages. An athlete agent who engages in prohibited conduct under the Act is also guilty of a Class I felony. Be advised that NC State will take whatever steps are necessary to protect its interests, and cooperates fully when actions are investigated or prosecuted by law enforcement.

Please help us protect the integrity and competitiveness of our programs by helping our student-athletes follow the rules. Please contact either Ms. Doyle or Mr. Poterala, as appropriate, with any questions or comments. Thank you for your anticipated cooperation.



Deborah A. Yow
Director of Athletics



Eileen S. Goldgeier
Vice Chancellor and General Counsel



NFL PLAYER CONTRACT

THIS CONTRACT is between _____, hereinafter "Player," and HOUSTON NFL HOLDINGS, L.P., hereinafter "Club," operating under the name of the HOUSTON TEXANS as a member of the National Football League, hereinafter "League." In consideration of the promises made by each to the other, Player and Club agree as follows:

1. **TERM.** This contract covers 3 football season(s), and will begin on the date of execution or March 1, 2014, whichever is later, and end on February 28 or 29, 2017, unless extended, terminated, or renewed as specified elsewhere in this contract.

2. **EMPLOYMENT AND SERVICES.** Club employs Player as a skilled football player. Player accepts such employment. He agrees to give his best efforts and loyalty to the Club, and to conduct himself on and off the field with appropriate recognition of the fact that the success of professional football depends largely on public respect for and approval of those associated with the game. Player will report promptly for and participate fully in Club's official mandatory minicamp(s), official preseason training camp, all Club meetings and practice sessions, and all preseason, regular season and postseason football games scheduled for or by Club. If invited, Player will practice for and play in any all-star football game sponsored by the League. Player will not participate in any football game not sponsored by the League unless the game is first approved by the League.

3. **OTHER ACTIVITIES.** Without prior written consent of the Club, Player will not play football or engage in activities related to football otherwise than for Club or engage in any activity other than football which may involve a significant risk of personal injury. Player represents that he has special, exceptional and unique knowledge, skill, ability, and experience as a football player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Player therefore agrees that Club will have the right, in addition to any other right which Club may possess, to enjoin Player by appropriate proceedings from playing football or engaging in football-related activities other than for Club or from engaging in any activity other than football which may involve a significant risk of personal injury.

4. PUBLICITY AND NFLPA GROUP LICENSING PROGRAM.

(a) Player hereby grants to Club and the League, separately and together, the right and authority to use, and to authorize others to use solely as described below, his name, nickname, initials, likeness, image, picture, photograph, animation, persona, autograph/signature (including facsimiles thereof), voice, biographical information and/or any and all other identifying characteristics (collectively, "Publicity Rights"), for any and all uses or purposes that publicize and promote NFL Football, the League or any of its member clubs in any way in any and all media or formats, whether analog, digital or other, now known or hereafter developed, including, but not limited to, print, tape, disc, computer file, radio, television, motion pictures, other audio-visual and audio works, Internet, broadband platforms, mobile platforms, applications, and other distribution platforms. Without limiting the foregoing, this grant includes the right to use Player's Publicity Rights for the purpose of publicizing and promoting the following aspects of NFL Football, the League and/or any of its member clubs: brands, games, ticket sales, game broadcasts and telecasts, programming focused on the NFL, one or more NFL clubs and/or their games and events (e.g., coaches shows, highlight based shows such as *Inside the NFL*, behind-the-scenes programming such as *Hard Knocks*), other NFL-related media offerings (e.g., branded content segments featuring NFL game footage and other programming enhancements), media distribution platforms (e.g., NFL.com, NFL Mobile, NFL Network), official events (e.g., NFL Kickoff, NFL Draft), officially sanctioned awards programs (e.g., Rookie of the Year), and public service or community oriented initiatives (e.g., Play60). For purposes of clarity, the foregoing grant of rights includes the right and authority to use, and to authorize affiliates or business partners to use, after the term of this Agreement any Publicity Rights fixed in a tangible medium (e.g., filmed, photographed, recorded or otherwise captured) during the term of this Agreement solely for the purposes described herein. Notwithstanding anything to the contrary, the foregoing grant does not confer, during or after the term of this Agreement, any right or authority to use Player's Publicity Rights in a manner that constitutes any endorsement by Player of a third-party brand, product or service ("Endorsement"). For purposes of clarity, and without limitation, it shall not be an Endorsement for Club or the League to use, or authorize others to use, including, without limitation, in third party advertising and promotional materials, footage and photographs of Player's participation in NFL games or other NFL events that does not unduly focus on, feature, or highlight, Player in a manner that leads the reasonable consumer to believe that Player is a spokesperson for, or promoter of, a third-party commercial product or service.

Player will cooperate with the news media, and will participate upon request in reasonable activities to promote the Club and the League.

Player and National Football League Players Association, including any of its affiliates ("NFLPA"), do not and will not contest during or after the term of this agreement, and this hereby confirms their acknowledgment of, the exclusive rights of the League, Club and any NFL member club (i) to telecast, broadcast, or otherwise distribute, transmit or perform, on a live, delayed, or archived basis, in any and all media now known or hereafter developed, any NFL games or any excerpts thereof and (ii) to produce, license, offer for sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any of the foregoing), on a live, delayed, or archived basis, any NFL games or any excerpts thereof, in any and all media now known or hereafter developed, including, but not limited to, packaged or other electronic or digital media.

Nothing herein shall be construed to grant any Publicity Rights for use in licensed consumer products, whether traditional or digital (e.g., video games, trading cards, apparel), other than such products that constitute programming (as described herein) or news and information offerings regardless of medium (e.g., DVDs, digital highlight offerings).

(b) Player hereby assigns the NFLPA and its licensing affiliates, if any, the exclusive and unlimited right to use, license and sublicense the right to use his name, nickname, initials, autograph/signature (including facsimiles), voice, picture, photograph, animation, image, likeness, persona, jersey number, statistics, data, copyrights, biographical information and/or other personal indicia (individually and collectively, "Rights") for use in connection with any product, brand, service, appearance, product line or other commercial use and any sponsorship, endorsement or promotion thereof, when more than five (5) NFL player Rights are involved, regardless of team affiliation and whether that number is reached using player Rights simultaneously or individually, in any form, media, or medium (now known or hereafter developed) during a consecutive 12-month period (a "group licensing program"). For sponsorships, endorsements, and promotions, group licensing programs are further defined as those: (a) in any one product category, as defined by industry standards; or (b) in different categories if the products all use similar or derivative design or artwork, or one player product is used to promote another player product.

The Rights may also be used for the promotion of the NFLPA, its affiliated entities and/or its designees (the "NFLPA Entities"), provided such promotion does not constitute an endorsement by Player of a commercial product not a part of a group licensing program. Player agrees to participate, upon request of the NFLPA and without additional compensation, in reasonable activities to promote the NFLPA Entities, which shall include (i) up to three (3) personal appearances per year or (ii) up to fifteen (15) minutes per week dedicated to promoting the NFLPA Entities. Player retains the right to grant permission to others to utilize his Rights if that individual or entity is not concurrently utilizing the Rights of five (5) or more other NFL players for any commercial purpose whatsoever. If Player's inclusion in an NFLPA program is precluded by an individual exclusive endorsement agreement, and Player provides the NFLPA with immediate written notice of that preclusion, the NFLPA agrees to exclude Player from that particular program. Should Player fail to perform any of his obligations hereunder, the NFLPA may withhold payments owed to Player, if any, in connection with this Group Licensing Assignment.

In consideration for this assignment of rights, the NFLPA agrees to use the revenues it receives from group licensing programs to support the objectives as set forth in the Bylaws of the NFLPA and as otherwise determined by the NFLPA Board. The NFLPA further agrees to use reasonable efforts to promote the use of NFL player Rights in group licensing programs, to provide group licensing opportunities to all NFL players, and to monitor and police unauthorized third-party use of the Rights. The NFLPA makes no representations regarding group licensing other than those expressed herein. This agreement shall be construed under Virginia law.

The assignment in this paragraph shall expire on December 31 of the latter of (i) the third year following the execution of this contract, or (ii) the year after this contract expires, and may not be revoked, terminated or otherwise assigned in any manner by Player until such date. Neither Club nor the League is a party to the terms of this paragraph, which is included herein solely for the administrative convenience and benefit of Player and the NFLPA. Nothing in Paragraph 4b shall be construed or deemed to modify in any way the rights set forth in Paragraph 4a, and the fact that Paragraph 4b (or any of the terms thereof) appears in the Player Contract shall not be referred to, relied upon, or otherwise cited by Player and/or the NFLPA or any of its affiliates in any dispute or legal proceeding as evidence that the NFL, any NFL entity, any Club or Club Affiliate, or any licensee of any of the foregoing has consented, agreed, acknowledged, or does not contest the applicability or interpretation of Paragraph 4b.

5. COMPENSATION. For performance of Player's services and all other promises of Player, Club will pay Player a yearly salary as follows:

\$ 420,000 / * 303,000 for the 20 14 season;
\$ 510,000 / * 333,000 for the 20 15 season;
\$ 600,000 / * _____ for the 20 16 season;
\$ _____ / * _____ for the 20 ____ season;
\$ _____ / * _____ for the 20 ____ season;
\$ _____ / * _____ for the 20 ____ season;
\$ _____ / * _____ for the 20 ____ season;
\$ _____ / * _____ for the 20 ____ season;
\$ _____ / * _____ for the 20 ____ season;
\$ _____ / * _____ for the 20 ____ season;
\$ _____ / * _____ for the 20 ____ season.

(* - designates the compensation Club will pay player if the player is not on Club's Active/Inactive List)

In addition, Club will pay Player such earned performance bonuses as may be called for in this contract; Player's necessary traveling expenses from his residence to training camp; Player's reasonable board and lodging expenses during preseason training and in connection with playing preseason, regular season, and postseason football games outside Club's home city; Player's necessary traveling expenses to and from preseason, regular season, and postseason football games outside Club's home city; Player's necessary traveling expenses to his residence if this contract is terminated by Club; and such additional compensation, benefits and reimbursement of expenses as may be called for in any collective bargaining agreement in existence during the term of this contract. (For purposes of this contract, a collective bargaining agreement will be deemed to be "in existence" during its stated term or during any period for which the parties to that agreement agree to extend it.)

6. PAYMENT. Unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise, Player will be paid 100% of his yearly salary under this contract in equal weekly or biweekly installments over the course of the applicable regular season period, commencing with the first regular season game played by Club in each season. Unless this contract specifically provides otherwise, if this contract is executed or Player is activated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or biweekly portions of his yearly salary becoming due and payable after he is activated. Unless this contract specifically provides otherwise, if this contract is terminated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi weekly portions of his yearly salary having become due and payable up to the time of termination.

7. DEDUCTIONS. Any advance made to Player will be repaid to Club, and any properly levied Club fine or Commissioner fine against Player will be paid, in cash on demand or by means of deductions from payments coming due to the Player under this contract, the amount of such deductions to be determined by Club unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise.

8. PHYSICAL CONDITION. Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo a complete physical examination by the Club physician upon Club request, during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this contract and to respond fully and in good faith when questioned by the Club physician about such condition. If Player fails to establish or maintain his excellent physical condition to the satisfaction of the Club physician, or make the required full and complete disclosure and good faith responses to the Club physician, then Club may terminate this contract.

9. INJURY. Unless this contract specifically provides otherwise, if Player is injured in the performance of his services under this contract and promptly reports such injury to the Club physician or trainer, then Player will receive such medical and hospital care during the term of this contract as the Club physician may deem necessary, and will continue to receive his yearly salary for so long, during the season of injury only and for no subsequent period covered by this contract, as Player is physically unable to perform the services required of him by this contract because of such injury. If Player's injury in the performance of his services under this contract results in his death, the unpaid balance of his yearly salary for the season of injury will be paid to his stated beneficiary, or in the absence of a stated beneficiary, to his estate.

10. WORKERS' COMPENSATION. Any compensation paid to Player under this contract or under any collective bargaining agreement in existence during the term of this contract for a period during which he is entitled to workers' compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability will be deemed an advance payment of workers' compensation benefits due Player, and Club will be entitled to be reimbursed the amount of such payment out of any award of workers' compensation.

11. SKILL, PERFORMANCE AND CONDUCT. Player understands that he is competing with other players for a position on Club's roster within the applicable player limits. If at any time, in the sole judgment of Club, Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster, or if Player has engaged in personal conduct reasonably judged by Club to adversely affect or reflect on Club, then Club may terminate this contract. In addition, during the period any salary cap is legally in effect, this contract may be terminated if, in Club's opinion, Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or another player or players who is or are already on Club's roster, and for whom Club needs room.

12. TERMINATION. The rights of termination set forth in this contract will be in addition to any other rights of termination allowed either party by law. Termination will be effective upon the giving of written notice, except that Player's death, other than as a result of injury incurred in the performance of his services under this contract, will automatically terminate this contract. If this contract is terminated by Club and either Player or Club so requests, Player will promptly undergo a complete physical examination by the Club physician.

13. INJURY GRIEVANCE. Unless a collective bargaining agreement in existence at the time of termination of this contract by Club provides otherwise, the following Injury Grievance procedure will apply: If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract because of an injury incurred in the performance of his services under this contract, Player may, within 60 days after examination by the Club physician, submit at his own expense to examination by a physician of his choice. If the opinion of Player's physician with respect to his physical ability to perform the services required of him by this contract is contrary to that of the Club's physician, the dispute will be submitted within a reasonable time to final and binding arbitration by an arbitrator selected by Club and Player or, if they are unable to agree, one selected in accordance with the procedures of the American Arbitration Association on application by either party.

14. RULES. Player will comply with and be bound by all reasonable Club rules and regulations in effect during the term of this contract which are not inconsistent with the provisions of this contract or of any collective bargaining agreement in existence during the term of this contract. Player's attention is also called to the fact that the League functions with certain rules and procedures expressive of its operation as a joint venture among its member clubs and that these rules and practices may affect Player's relationship to the League and its member clubs independently of the provisions of this contract.

15. INTEGRITY OF GAME. Player recognizes the detriment to the League and professional football that would result from impairment of public confidence in the honest and orderly conduct of NFL games or the integrity and good character of NFL players. Player therefore acknowledges his awareness that if he accepts a bribe or agrees to throw or fix an NFL game; fails to promptly report a bribe offer or an attempt to throw or fix an NFL game; bets on an NFL game; knowingly associates with gamblers or gambling activity; uses or provides other players with stimulants or other drugs for the purpose of attempting to enhance on-field performance; or is guilty of any other form of conduct reasonably judged by the League Commissioner to be detrimental to the League or professional football, the Commissioner will have the right, but only after giving Player the opportunity for a hearing at which he may be represented by counsel of his choice, to fine Player in a reasonable amount; to suspend Player for a period certain or indefinitely; and/or to terminate this contract.

16. EXTENSION. Unless this contract specifically provides otherwise, if Player becomes a member of the Armed Forces of the United States or any other country, or retires from professional football as an active player, or otherwise fails or refuses to perform his services under this contract, then this contract will be tolled between the date of Player's induction into the Armed Forces, or his retirement, or his failure or refusal to perform, and the later date of his return to professional football. During the period this contract is tolled, Player will not be entitled to any compensation or benefits. On Player's return to professional football, the term of this contract will be extended for a period of time equal to the number of seasons (to the nearest multiple of one) remaining at the time the contract was tolled. The right of renewal, if any, contained in this contract will remain in effect until the end of any such extended term.

17. ASSIGNMENT. Unless this contract specifically provides otherwise, Club may assign this contract and Player's services under this contract to any successor to Club's franchise or to any other Club in the League. Player will report to the assignee Club promptly upon being informed of the assignment of his contract and will faithfully perform his services under this contract. The assignee club will pay Player's necessary traveling expenses in reporting to it and will faithfully perform this contract with Player.

18. FILING. This contract will be valid and binding upon Player and Club immediately upon execution. A copy of this contract, including any attachment to it, will be filed by Club with the League Commissioner within 10 days after execution. The Commissioner will have the right to disapprove this contract on reasonable grounds, including but not limited to an attempt by the parties to abridge or impair the rights of any other club, uncertainty or incompleteness in expression of the parties' respective rights and obligations, or conflict between the terms of this contract and any collective bargaining agreement then in existence. Approval will be automatic unless, within 10 days after receipt of this contract in his office, the Commissioner notifies the parties either of disapproval or of extension of this 10-day period for purposes of investigation or clarification pending his decision. On the receipt of notice of disapproval and termination, both parties will be relieved of their respective rights and obligations under this contract.

19. **DISPUTES.** During the term of any collective bargaining agreement, any dispute between Player and Club involving the interpretation or application of any provision of the NFL collective bargaining agreement or this contract will be submitted to final and binding arbitration in accordance with the procedure called for in any collective bargaining agreement in existence at the time the event giving rise to any such dispute occurs.

20. **NOTICE.** Any notice, request, approval or consent under this contract will be sufficiently given if in writing and delivered in person or mailed (certified or first class) by one party to the other at the address set forth in this contract or to such other address as the recipient may subsequently have furnished in writing to the sender.

21. **OTHER AGREEMENTS.** This contract, including any attachment to it, sets forth the entire agreement between Player and Club and cannot be modified or supplemented orally. Player and Club represent that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them. The provisions of this contract will govern the relationship between Player and Club unless there are conflicting provisions in any collective bargaining agreement in existence during the term of this contract, in which case the provisions of the collective bargaining agreement will take precedence over conflicting provisions of this contract relating to the rights or obligations of either party.

22. **LAW.** This contract is made under and shall be governed by the laws of the State of TEXAS.

23. **WAIVER AND RELEASE.** Player waives and releases: (i) any claims relating to the 2011 lockout; (ii) any antitrust claims relating to the Draft, restrictions on free agency, franchise player designations, transition player designations, the Entering Player Pool, the Rookie Compensation Pool, or any other term or condition of employment relating to conduct engaged in prior to the date of this Agreement; and (iii) any claims relating to conduct engaged in pursuant to the express terms of any collective bargaining agreement during the term of any such agreement. This waiver and release also extends to any conduct engaged in pursuant to the express terms of the Stipulation and Settlement Agreement in *White*. This waiver and release does not waive any rights player may have to commence a grievance under the 2006 CBA or to commence a grievance or other arbitration under the 2011 CBA.

24. OTHER PROVISIONS.

(a) Each of the undersigned hereby confirms that (i) this contract, renegotiation, extension or amendment sets forth all components of the player's remuneration for playing professional football (whether such compensation is being furnished directly by the Club or by a related or affiliated entity); and (ii) there are not undisclosed agreements of any kind, whether express or implied, oral or written, and there are no promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind that have not been disclosed to the NFL involving consideration of any kind to be paid, furnished or made available to Player or any entity or person owned or controlled by, affiliated with, or related to Player, either during the term of this contract or thereafter.

(b) Each of the undersigned further confirms that, except as separately set forth in any attachment submitted herewith consistent with the Collective Bargaining Agreement, the .pdf NFL Player Contract Form as set forth herein has not been modified from the form officially authorized for use by the NFL and the NFLPA.

(c) Each of the undersigned further confirms that, except insofar as any of the undersigned may describe in an addendum to this contract, to the best of their knowledge, no conduct in violation of the Anti-Collusion rules took place with respect to this contract. Each of the undersigned further confirms that nothing in this contract is designed or intended to defeat or circumvent any provisions of the collective bargaining agreement dated August 4, 2011, including but not limited to the Rookie Compensation Pool and Salary Cap provisions; however, any conduct permitted by that Agreement shall not be considered a violation of this confirmation.

(d) **PERFORMANCE-BASED PAY.** Player's attention is called to the fact that he may be entitled to Performance-Based Pay in accordance with the procedures outlined in Article 28, and that his eligibility for such pay is based on a formula that takes into account his playtime percentage and compensation.

ATTACHMENT TO
NFL PLAYER CONTRACT ("CONTRACT") BETWEEN
("PLAYER")
AND
HOUSTON TEXANS ("CLUB")
2014-2016

26. 2014 Paragraph 5 Salary Adjustment.

Notwithstanding any language to the contrary, Player shall be paid at the annualized rate of Player's applicable minimum salary for "Players on Club's Active/Inactive List" or "Players Not on Club's Active/Inactive List", with the corresponding number of credited seasons, as those terms are used in Article 26, Sections 1 and 2 of the Collective Bargaining Agreement dated August 4, 2011, for each game during the 2014 regular season that Player is a member of each such list.

For the purposes of this clause only, the Club's "Bye" week, when the Club does not have a scheduled game to play, shall be considered one of seventeen (17) game weeks during the 2014 NFL regular season. Furthermore, with respect to Club's "Bye" week, Player shall be paid at the annualized rate of Player's applicable minimum salary for "Players on Club's Active/Inactive List", with the corresponding number of credited seasons, as those terms are used in Article 26, Sections 1 and 2 of the Collective Bargaining Agreement dated August 4, 2011, in accordance with Player's status on Sunday of the "Bye" week.

27. 2015 Paragraph 5 Salary Adjustment.

Notwithstanding any language to the contrary, Player shall be paid at the annualized rate of Player's applicable minimum salary for "Players on Club's Active/Inactive List" or "Players Not on Club's Active/Inactive List", with the corresponding number of credited seasons, as those terms are used in Article 26, Sections 1 and 2 of the Collective Bargaining Agreement dated August 4, 2011, for each game during the 2015 regular season that Player is a member of each such list.

For the purposes of this clause only, the Club's "Bye" week, when the Club does not have a scheduled game to play, shall be considered one of seventeen (17) game weeks during the 2015 NFL regular season. Furthermore, with respect to Club's "Bye" week, Player shall be paid at the annualized rate of Player's applicable minimum salary for "Players on Club's Active/Inactive List", with the corresponding number of credited seasons, as those terms are used in Article 26, Sections 1 and 2 of the Collective Bargaining Agreement dated August 4, 2011, in accordance with Player's status on Sunday of the "Bye" week.

28. 2016 Paragraph 5 Salary Adjustment.

Notwithstanding any language to the contrary, Player shall be paid at the annualized rate of Player's applicable minimum salary for "Players on Club's Active/Inactive List", with the corresponding number of credited seasons as those terms are used in Article 26, Sections 1 and 2 of the Collective Bargaining Agreement dated August 4, 2011.

29. Additional Player Services.

Subject in all respects to Article 7, Section 3 of the Collective Bargaining Agreement ("CBA"), dated August 4, 2011, Player agrees to fulfill up to, but no more than, **five (5)** community relations/sponsor appearances or promotional activities during each Contract Year on Club's behalf in exchange for cash compensation at prevailing commercial rates not to exceed \$5,000 per appearance, provided Club makes the request with reasonable notice to Player and Player does not have any conflict with the date and time of the request. Player will make reasonable efforts to accommodate Club's requests.

PLAYER INITIAL _____

CLUB INITIAL _____

30. Media and Marketing.

(a) During the term of the Contract, Club and Player agree to work and cooperate with one another in good faith with respect to all Club media and marketing activities. To that end:

(i) If Player is offered an opportunity to sponsor or endorse a product, service or entity, Player will give Club notice of such offer. If a Substantial Club Sponsor in the applicable category offers Player an opportunity to sponsor or endorse its products, services or entity, and all compensation and other benefits as between the other offer and the offer made by the Substantial Club Sponsor are equal or substantially and materially similar, Player agrees to give greater favor to the Substantial Club Sponsor (which term shall include any sponsor in one of the Designated Categories listed on Exhibit A attached hereto).

(ii) If Player is offered a media opportunity (such as a regularly-scheduled program, show or similar opportunity on television, radio or the Internet (or other interactive media) or similar media, Player will give Club notice of such offer. If a Club Media Partner offers Player a similar media opportunity and all compensation and other benefits as between the other offer and the offer made by Club Media Partner (which term shall include any Club radio, television or other media entity that carries or broadcasts Club's games or programs/specials) are equal or substantially and materially similar, Player agrees to give greater favor to Club Media Partner.

(iii) Player agrees to work proactively and cooperate with Club to reach agreements with respect to Substantial Club Sponsors and Club Media Partners on a commercially reasonable basis prior to commencing discussions with any competitors of such Substantial Club Sponsor or Club Media Partner. Club will use its commercially reasonable efforts to ensure that Player receives competitive compensation and other benefits so that all such compensation and benefits will be equal or substantially and materially similar to competitive market arrangements.

(b) Notwithstanding the foregoing, this marketing limitation shall not apply with respect to any current sponsorship or endorsement arrangement of Player in effect as of the date of the Contract, which sponsorships and endorsements are listed on Exhibit A attached hereto and shall continue until termination or expiration by their terms.

(c) In no event shall Player be obligated to do any such marketing or media activity not in his best interest as objectively and reasonably advised by his marketing representative or legal counsel.

(d) Player agrees to refrain from engaging in any marketing or media activity, other than through Club, that would reasonably infer Club's sponsorship or endorsement of such activity, including without limitation, use of Club's name, logo, mark, color or other symbol identifying Club.

(e) Player's obligations hereunder shall be subject to the provisions of the NFL Group Licensing Program.

31. Governing Law and Jurisdiction; Workers Compensation.

Further to Paragraph 22 of this Contract and subject in all respects to Article 41 of the CBA, dated August 4, 2011, with respect to Governing Law, the parties agree that any dispute, claim or cause of action under this Contract concerning rights and liabilities arising from the Player-Club relationship or arising out of or related to this Contract (a "dispute") shall be governed by and construed in accordance with the laws of the State of Texas, without resort to choice of law rules, including without limitation, workers' compensation disputes. Club and Player agree that jurisdiction of all workers' compensation claims and other matters related to workers' compensation, including but not limited to the matters recited in Paragraph 10 of this Contract, and including all issues of law, issues of fact and matters related to workers' compensation benefits, shall be exclusively determined by the Workers' Compensation Division of the Texas Department of Insurance and exclusively decided in accordance with the internal laws of the State of Texas, as set forth in the **Texas Labor Code, Title 5, Workers' Compensation**, including, without limitation, Section 406.095, without resort to choice of law rules, regardless of the location or situs of the injury giving rise to the dispute. Player acknowledges and understands his right to bring claims for workers' compensation in multiple jurisdictions, but hereby elects the State of Texas as the sole jurisdiction for resolving his workers' compensation claims against Club. Player acknowledges that he has received compensation for his knowing waiver of his right to bring such claims in jurisdictions other than Texas.

In addition, Club and Player agree that this Contract calls for performance in Harris County, Texas, and further agree that jurisdiction and venue for any and all disputes shall lie exclusively in the State Courts of Harris County, Texas. This Paragraph shall survive termination or expiration of this Contract as respects Club.

This Paragraph shall have no application to any injury sustained by Player after this Contract is assigned by waivers or trade to another club domiciled out of the State of Texas.

PLAYER INITIAL _____

CLUB INITIAL _____

32. Insurable Interest.

Club has an insurable interest in Player, and Player agrees to cooperate reasonably with Club in all matters pertaining to that interest, including taking a physical examination for insurance purposes.

33. Tax Ramifications.

Club, Player, and Player Representative acknowledge and agree that (a) none of the NFL, its member Clubs, the NFLMC, or any of their advisors or affiliates have any responsibility to provide the NFLPA, any player, or any of their advisors or affiliates with tax advice; (b) the NFLPA does not have any responsibility to provide the NFL, any of its member Clubs, the NFLMC, or any of their advisors or affiliates with tax advice; and (c) the NFLPA does not have any responsibility to provide Player, Player representative, or any of their advisors or affiliates with tax advice. Club does not assume any responsibility with respect to any income, employment, or other tax incurred by Player and Player does not assume any responsibility with respect to any income, employment, or other tax incurred by Club under this Contract.

34. Representation and Warranty; Covenant.

By signing this Contract, Player hereby represents and warrants, as of the date of his signature, except as otherwise disclosed to Club, that he has (1) not been charged with, indicted for, convicted of or pled *nolo contendere* to any felony and/or misdemeanor involving fraud or moral turpitude, (2) not engaged in conduct which could subject him to a charge, indictment or conviction of any such offense and (3) fully and accurately disclosed his entire medical history to Club of conditions that are known to him and that could impair his performance under this Contract. Player acknowledges and agrees his full and complete disclosure to Club of all information related to this representation and warranty has been relied upon by Club and is a condition precedent and material inducement to Club's entering into this Contract and Club's payment to Player of any amounts described herein or in any addendum to this Contract, and that the parties intend that the compensation described herein and therein shall be severable and subject to rescission upon a material breach of this representation and warranty without affecting the parties' remaining obligations pursuant to this Contract and any addendum.

Player shall keep Club fully apprised at all times as to the state of, and as to any changes in his health that are known to him which could impair his performance under this Contract. Consistent with Player's rights under Article 39 of the Collective Bargaining Agreement dated August 4, 2011, except in circumstances of bona fide emergency, Player shall not seek, undertake, or undergo any physical therapy, medical treatment, or similar procedure without first specifically informing Club's Head Athletic Trainer. In case of circumstances requiring emergency treatment, Player shall inform Club's Head Athletic Trainer of such treatment as soon as practicable.

35. 409A Requirements.

Except to the extent that an intent to be subject to Section 409A is expressly set forth in the Contract, this Contract shall be interpreted and administered consistent with the intent that all compensation payable hereunder shall be exempt from the requirements of Section 409A of the Internal Revenue Code by reason of the "short-term deferral" rule set forth in Treas. Reg. § 1.409A-1(b)(4). No payment shall be made after the "applicable 2-1/2 month period" (as defined in Treas. Reg. § 1.409A-1(b)(4)(i)(A)).

TO THE EXTENT ANY TERM SET FORTH ABOVE IS DEEMED UNENFORCEABLE BECAUSE SUCH TERM CONFLICTS WITH THE COLLECTIVE BARGAINING AGREEMENT, DATED AUGUST 4, 2011, OR FOR ANY OTHER REASON, THE REMAINDER OF THE TERMS SHALL REMAIN IN FULL FORCE AND EFFECT AND SUCH UNENFORCEABLE TERM SHALL BE REDUCED TO THE EXTENT NECESSARY SO THAT THE TERM, AS SO REDUCED, IS ENFORCEABLE (INCLUDING, BUT NOT LIMITED TO, ANY PROVISION RELATING TO THE REPAYMENT BY PLAYER TO CLUB OF ANY UNEARNED PORTION OF ANY PAYMENT PROVIDED FOR HEREUNDER, WHICH SHALL BE REDUCED TO THE MAXIMUM AMOUNT PERMITTED BY THE TERMS OF THIS CONTRACT AND THE COLLECTIVE BARGAINING AGREEMENT, DATED AUGUST 4, 2011. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS CONTRACT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION HEREOF, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT, AND THIS CONTRACT SHALL BE CONSTRUED AS IF SUCH UNENFORCEABLE PROVISION HAD NEVER BEEN CONTAINED HEREIN. FURTHERMORE, IN LIEU OF SUCH UNENFORCEABLE PROVISION, THERE SHALL BE ADDED AUTOMATICALLY AS A PART OF THIS CONTRACT A PROVISION AS SIMILAR IN ITS TERMS TO SUCH UNENFORCEABLE PROVISION AS MAY BE PERMITTED BY THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT, DATED AUGUST 4, 2011.

PLAYER INITIAL _____

CLUB INITIAL _____

EXHIBIT A

Designated Categories

Category:

Defined as:

Airline	Anything that flies
Automotive	Anything on four wheels
Beer	Beer; Wine; Spirits; Mixers
Energy	Electricity and Natural Gas
Financial/Banks	Banks; Investments
Furniture/Electronics	Retail Furniture and Electronic
Gasoline	Oil and Gasoline (refined and unrefined/retail and wholesale); Automotive Aftermarket
Grocery	Supermarts; Warehouse clubs; Convenience marts
Healthcare	Hospitals; Health care providers; Rehab
Home Improvement	Hardware; Do-it-yourself Super Stores
Insurance	All insurance companies
Quick Service Restaurants	Fast food; Dine-in; Pizza; Take-out
Soda/Water/Tea	Carbonated and Non-carbonated Non-alcohol Beverages
*Telecom/Wireless/Technology	All telecom-related business, both voice and data; Wireless communications; Telecommunications-related technology, including Internet Service Providers

***"Dot.com" companies will be classified by their core business (e.g., Groceryworks.com is in Grocery Category; America Online is in the Telecom/Wireless/Technology category).*

Other Sponsorship and Endorsements

PLAYER INITIAL _____

CLUB INITIAL _____

**Signing Bonus Addendum
to NFL Player Contract**

This Signing Bonus Addendum (the "Agreement"), dated as of **May 15, 2014**, is between _____ ("Player") and **Houston NFL Holdings, L.P. ("Club")**, and is attached and made a part for all purposes of the NFL Player Contract of even date herewith between Player and Club (the "Contract") for the **2014-2016** League Years (the "Contract Years").

1. As additional consideration for the execution of the Contract for the Contract Years, for Player's receiving medical clearance to practice and play after taking Club's physical examination, Club agrees to pay Player the sum of **Five Thousand and No/100 Dollars (\$5,000)** as a signing bonus (the "Signing Bonus"), payable as follows:

<u>Amount:</u>	<u>Due and Payable:</u>
\$5,000	Within fifteen (15) days after May 15, 2014, provided Player has passed Club's physical examination

2. Player's entitlement to the Signing Bonus is expressly conditional on Player's receiving medical clearance to practice and play after taking the physical examination. Player's entitlement to the Signing Bonus and Player's obligation to forfeit and return (or relinquish and forego) the Signing Bonus shall be governed exclusively by the terms of Article 4, Section 9 of the Collective Bargaining Agreement, dated August 4, 2011. Payment of the Signing Bonus prior to Player's passing Club's physical examination shall not be a waiver of the condition that he receive medical clearance to practice and play.

3. It is expressly understood that no part of the Signing Bonus is part of any salary specified in the Contract, that the Signing Bonus shall not be deemed part of any salary specified in the Contract if Club exercises any option for Player's services in a Contract Year subsequent to the final Contract Year, and that such obligations of Club are not terminable if the Contract is terminated for skill or injury via the NFL Waiver System, provided that Player has not breached the terms of the Contract or this Agreement prior to such Contract termination.

4. Forfeiture of Signing Bonus. Player shall be subject to forfeiture of Salary to the maximum extent permitted under Article 4, Section 9 of the CBA, dated August 4, 2011. For the purposes of this Agreement, Salary refers to the Signing Bonus payable to player as described above.

5. It is understood and agreed that Player's waiver of rights to certain unpaid and/or unearned amounts and Player's obligation to repay or refund certain portions of the Signing Bonus in the event Player breaches hereunder are express conditions of the Contract and this Agreement, and, but for these conditions, Club would not have executed the Contract and this Agreement. Player hereby expressly authorizes Club, in its sole discretion, to deduct and off set, at any time and from time to time, all or part of any sums owed by Player to Club from any current, future or deferred wages, salaries, bonuses, severance pay, grievance awards and/or additional compensation owed to Player by Club. Such deductions will be made in accordance with Article 4, Section 9 of the CBA, dated August 4, 2011. In the event the full outstanding amount owed to Club cannot be satisfied by authorized deductions from amounts owed to, or coming due to, Player as set forth above, then Club shall retain all available rights and remedies to compel immediate payment.

6. No term or condition of this Agreement, and no breach thereof, shall be waived, altered or modified except by written instrument signed by Player and Club.

To the extent any term set forth above is deemed unenforceable because such term or provision conflicts with the Collective Bargaining Agreement, dated August 4, 2011 or for any other reason, the remainder of the terms shall remain in full force and effect and such unenforceable term shall be reduced to the extent necessary so that the term, as so reduced, are enforceable (including, but not limited to, any provision relating to the repayment by Player to Club of any unearned portion of the Signing Bonus, which shall be reduced to the maximum amount permitted by the terms of this Agreement and the CBA, dated August 4, 2011. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect, and this Agreement shall be construed as if such unenforceable provision had never been contained herein.

In witness whereof, Club and Player have executed this Agreement as of the day and year first referenced above.

CLUB – HOUSTON NFL HOLDINGS, L.P.
By: RCM Sports & Leisure, L.P., its general partner
By: Houston NFL Holdings GP, L.L.C., its general partner

PLAYER –

Christian Olsen
Vice President of Football Administration

Date: _____

Date: _____

This AGREEMENT made this _____ day of _____, 20_____, by and between _____ (hereinafter "Player") and _____ (hereinafter "Contract Advisor")

WITNESSETH:

In consideration of the mutual promises hereinafter made by each to the other, Player and Contract Advisor agree as follows:

1. General Principles

This Agreement is entered into pursuant to and in accordance with the National Football League Players Association (hereinafter "NFLPA") Regulations Governing Contract Advisors (hereinafter the "Regulations") effective December 1, 1994, and as amended thereafter from time to time.

2. Representations

Contract Advisor represents that in advance of executing this Agreement, he/she has been duly certified as a Contract Advisor by the NFLPA. Player acknowledges that the NFLPA Certification of the Contract Advisor is neither a recommendation of the Contract Advisor, nor a warranty by NFLPA of the Contract Advisor's competence, honesty, skills or qualifications.

Contract Advisor hereby discloses that he/she (check one): [] represents or has represented; [] does not represent and has not represented NFL management personnel, any NFL coaches, other professional football league coaches, or college football coaches in matters pertaining to their employment by or association with any NFL Club, other professional football league club or college. If Contract Advisor responds in the affirmative, Contract Advisor must attach a properly completed and signed SRA Coaches and NFL Personnel Disclosure Form (Appendix G of the Regulations).

3. Contract Services

Player hereby retains Contract Advisor to represent, advise, counsel, and assist Player in the negotiation, execution, and enforcement of his playing contract(s) in the National Football League.

In performing these services, Contract Advisor acknowledges that he/she is acting in a fiduciary capacity on behalf of Player and agrees to act in such manner as to protect the best interests of Player and assure effective representation of Player in individual contract negotiations with NFL Clubs. Contract Advisor shall be the exclusive representative for the purpose of negotiating player contracts for Player. However, Contract Advisor shall not have the authority to bind or commit Player to enter into any contract without actual execution thereof by Player. Once Player agrees to and executes his player contract, Contract Advisor agrees to also sign the player contract and send a copy (by facsimile or overnight mail) to the NFLPA and the NFL Club within 48 hours of execution by Player.

Player and Contract Advisor (check one): [] have [] have not entered into agreements or contracts relating to services other than the individual negotiating services described in this Paragraph (e.g. financial advice, tax preparation). If the parties have, complete 3(A) and 3(B) below.

A. Describe the nature of the other services covered by the separate agreements:

B. Contract Advisor and Player hereby acknowledge that Player was given the opportunity to enter into any of the agreements described in Paragraph 3(A) above and this Standard Representation Agreement, without the signing of one agreement being conditioned upon the signing of any of the other agreements in violation of Section 3(B)(22) of the NFLPA Regulations Governing Contract Advisors.

Contract Advisor Player

4. Compensation for Services

A. If Contract Advisor succeeds in negotiating an NFL Player Contract acceptable to Player and signed by Player during the term hereof, Contract Advisor shall receive a fee as set forth in subparagraph B below. CONTRACT ADVISOR AND PLAYER AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SUCH FEE IS FREELY NEGOTIABLE BETWEEN THEM, EXCEPT THAT NO AGREED UPON FEE MAY BE GREATER THAN:

- (1) Three percent (3%) of the compensation received by Player for each playing season covered by a Player Contract which is the result of negotiations between Contract Advisor and an NFL Club; or
(2) The lesser percentage specified in Section 4(B)(1)(a) of the Regulations in a case where Player signs a one-year tender as a Franchise, Transition, or Restricted Free Agent player.

B. The fee for Contract Advisor's services shall be as follows (Both Contract Advisor and Player must initial the appropriate line below):

	Contract Advisor	Player
Three Percent (3%)	_____	_____
Two-and-one-half Percent (2 1/2%)	_____	_____
Two Percent (2%)	_____	_____
One-and-one-half Percent (1 1/2%)	_____	_____
One Percent (1%)	_____	_____
Other (specify below)	_____	_____

In computing the allowable fee pursuant to this Paragraph 4 the term "compensation" shall include only base salaries, signing bonuses, reporting bonuses, roster bonuses, Practice Squad salary in excess of the minimum Practice Squad salary specified in Article XXXIV of the Collective Bargaining Agreement, and any performance incentives actually received by Player. The term "compensation" shall not include any "honor" incentive bonuses (i.e. ALL PRO, PRO BOWL, Rookie of the Year), or any collectively bargained benefits.

5. Payment of Contract Advisor's Fee

Contract Advisor shall not be entitled to receive any fee for the performance of his/her services pursuant to this Agreement until Player receives the compensation upon which the fee is based. However, Player may enter into an agreement with Contract Advisor to pay any fee attributable to deferred compensation due and payable to Player in advance of when the deferred compensation is paid to Player, provided that Player has performed the services necessary under his contract to entitle him to the deferred compensation. Such fee shall be reduced to its present value as specified in the NFLPA Regulations (see Section 4(B)). Such an agreement must also be in writing, with a copy sent to the NFLPA.

In no case shall Contract Advisor accept, directly or indirectly, payment of any fees hereunder from Player's club. Further, Contract Advisor is prohibited from discussing any aspect of his/her fee arrangement hereunder with any club.

6. Expenses

A. Player shall reimburse Contract Advisor for all reasonable and necessary communication expenses (i.e., telephone and postage) actually incurred by Contract Advisor in connection with the negotiation of Player's NFL contract. Player also shall reimburse Contract Advisor for all reasonable and necessary travel expenses actually incurred by Contract Advisor during the term hereof in the negotiation of Player's NFL contract, but only if such expenses and approximate amounts thereof are approved in advance by Player. Player shall promptly pay all such expenses upon receipt of an itemized, written statement from Contract Advisor.

B. After each NFL season and prior to the first day of May following each season for which Contract Advisor has received fees and expenses, Contract Advisor must send to Player (with a copy of the NFLPA) an itemized statement covering the period beginning March 1 of the prior year through February 28th or 29th of that year. Such statement shall set forth both the fees charged to Player for, and any expenses incurred in connection with, the performance of the following services: (a) individual player salary negotiations, (b) management of player's assets, (c) financial, investment, legal, tax and/or other advice, and (d) any other miscellaneous services.

7. Disclaimer of Liability

Player and Contract Advisor agree that they are not subject to the control or direction of any other person with respect to the timing, place, manner or fashion in which individual negotiations are to be conducted pursuant to this Agreement (except to the extent that Contract Advisor shall comply with NFLPA Regulations) and that they will save and hold harmless the NFLPA, its officers, employees and representatives from any liability whatsoever with respect to their conduct or activities relating to or in connection with this Agreement or such individual negotiations.

8. Disputes

Any and all disputes between Player and Contract Advisor involving the meaning, interpretation, application, or enforcement of this Agreement or the obligations of the parties under this Agreement shall be resolved exclusively through the arbitration procedures set forth in Section 5 of the NFLPA Regulations Governing Contract Advisors.

9. Notices

All notices hereunder shall be effective if sent by confirmed facsimile or overnight delivery to the appropriate address contained in this Agreement.

10. Entire Agreement

This Agreement, along with the NFLPA Regulations, sets forth the entire agreement between the parties hereto and cannot be amended, modified or changed orally. Any written amendments or changes shall be effective only to the extent that they are consistent with the Standard Representation Agreement as approved by the NFLPA.

11. Filing

This contract is signed in quadruplicate. Contract Advisor agrees to deliver two (2) copies to the NFLPA within five (5) days of its execution; one (1) copy to the Player; and retain one (1) copy for his/her files. Contract Advisor further agrees to submit any other executed agreements between Player and Contract Advisor to NFLPA.

12. Term

The term of this Agreement shall begin on the date hereof and shall remain in effect until such time that it is terminated by either party in which case termination of this Agreement shall be effective five (5) days after written notice of termination is given to the other party. Notice shall be effective for purposes of this paragraph if sent by confirmed facsimile or overnight delivery to the appropriate address contained in this Agreement. Notwithstanding the above, if this Standard Representation Agreement is being signed by a prospective rookie player (a "rookie" shall be defined as a person who has never signed an NFL Player Contract) prior to the date which is thirty (30) days before the NFL Draft, then this Agreement shall not be terminable by Player until at least 30 days after it has been signed by Player.

If termination pursuant to the above provision occurs prior to the completion of negotiations for an NFL player contract(s) acceptable to Player and signed by Player, Contract Advisor shall be entitled to compensation for the reasonable value of the services performed in the attempted negotiation of such contract(s) provided such services and time spent thereon are adequately documented by Contract Advisor. If termination pursuant to the above provision occurs after Player has signed an NFL player contract negotiated by Contract Advisor, Contract Advisor shall be entitled to the fee prescribed in Paragraph 4 above for negotiation of such contract(s).

In the event that Player is able to renegotiate any contract(s) previously negotiated by Contract Advisor prior to expiration thereof, and such renegotiated contract(s) for a given year equals or exceeds the compensation in the original contract, the Contract Advisor who negotiated the original contract shall still be entitled to the fee he/she would have been paid pursuant to Paragraph 4 above as if such original contract(s) had not been renegotiated. If Contract Advisor represents Player in the renegotiation of the original contract(s), and such renegotiated contract(s) for a given year equals or exceeds the compensation in the original contract, the fee for such renegotiation shall be based solely upon the amount by which the new compensation in the renegotiated contract(s) exceeds the compensation in the original contract(s), whether or not Contract Advisor negotiated the original contract(s).

In the event that the Player renegotiates any contract(s) and the renegotiated compensation for a given year is less than the compensation in the original contract, the fee to the Contract Advisor who negotiated the original contract shall be his/her fee percentage applied to the new compensation, but only after the new compensation is reduced by the percentage which the compensation was reduced from the original contract. The fee to the Contract Advisor who negotiated the new contract shall be his/her fee percentage applied to the new compensation, but only after the new compensation is reduced by the compensation applicable to the original contract Advisor's fee as calculated pursuant to the immediately preceding sentence.

If the Contract Advisor's certification is suspended or revoked by the NFLPA or the Contract Advisor is otherwise prohibited by the NFLPA from performing the services he/she has agreed to perform herein, this Agreement shall automatically terminate, effective as of the date of such suspension or termination.

13. Governing Law

This Agreement shall be construed, interpreted and enforced according to the laws of the State of _____.

Contract Advisor and Player recognize that certain state statutes regulating sports agents require specified language in the player/agent contract. The parties therefore agree to the following additional language as required by state statute:

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT

IN WITNESS WHEREOF, the parties hereto have hereunder signed their names as hereinafter set forth.

(CONTRACT ADVISOR)

(Street Address or P.O. Box) (City, State, Zip Code)

(Telephone) (Fax Number)

(PLAYER)

(Street Address or P.O. Box) (City, State, Zip Code)

(In-Season Telephone) (Off-Season Telephone)

(Player's Birthdate) (College/University)

Print Name and Signature of PARENT or GUARDIAN (if Player is under 21 Years of Age)

(Street Address)

(City, State, Zip Code)

(Telephone)

**NEW YORK FOOTBALL GIANTS
ROOKIE FOOTBALL DEVELOPMENT PROGRAM AND
MINICAMPS PARTICIPATION AGREEMENT**

This Rookie Football Development Program and Minicamps Participation Agreement (“Agreement”) sets forth the understanding between _____ (“Player”) and New York Football Giants, Inc. (“Club”) regarding Player’s participation in Club’s **2014** Rookie Football Development Program and minicamps while working out or practicing at Club’s Facility under the direction of a Club official (collectively, the “Program”).

The purpose of this Agreement is to provide Player with a measure of financial protection from injury resulting from his participation in the Program, subject to all of the terms, conditions and provisions hereof. Club’s principal objective is to place Player in approximately the same financial position with respect to his NFL Player Contract as he would have been in had he not sustained an injury as that term is used and defined in this Agreement.

During the period of the Program, Player shall be deemed to be an employee of Club. Nevertheless, Player shall retain whatever rights he may have, if any, under the NFL Collective Bargaining Agreement (“CBA”) as a Drafted Rookie, subject to the Required Tender that Club has made to Player pursuant to Article 6, Section 3 of the CBA.

Club agrees that in the event Player sustains a disabling NFL football-related injury during the Program while working out or practicing at Club’s Facility under the direction of a Club official (an “Injury”) prior to signing an NFL Player Contract with Club, and provided that Player promptly reports such Injury to the Club Physician or Head Athletic Trainer and undergoes reasonable rehabilitation under Club’s supervision, then Club agrees that it will continue to negotiate in good faith with Player and his agent(s) for an NFL Player Contract as if Player had not sustained any such Injury.

If Player incurs a disabling Injury while performing football-related activities in the Program, the Club will offer a contract to Player at the reasonable area of his specific **Third (3rd)** round draft slot; provided, however, that nothing in this Agreement shall obligate Club to agree to any particular terms or conditions of employment in any NFL Player Contract between Player and Club.

This Agreement and Club’s obligations hereunder shall terminate upon execution of an NFL Player Contract between Player and Club, and shall not apply to any injury that does not occur under the circumstances described in the fourth paragraph of this Agreement.

In the event Player does not sustain an Injury, as that term is used and defined in the fourth paragraph of this Agreement, this Agreement shall have no implications for Player or Club regarding the negotiation of the terms and conditions of Player’s NFL Player Contract.

This Agreement shall not be effective unless and until Player passes an initial physical examination by the Club Physician, which shall be administered on or about the date of execution hereof, as directed by Club.

Player and Club expressly agree that any dispute whatsoever between Player and Club involving this Agreement, or any injury or Injury sustained by Player, shall be resolved in accordance with the arbitration provisions of the CBA, notwithstanding the fact that Player and Club have not executed an NFL Player Contract as of the date of this Agreement. Such resolution under the CBA shall be the exclusive method of resolution of any such dispute and shall be final and binding upon Player and Club.

To the extent that Player claims, or claims to be entitled to, any Workers Compensation benefits as a result of any injury allegedly sustained while an employee of the Giants, then the parties agree to the following additional provisions: The parties hereto agree that this Agreement shall for all purposes be deemed to have been negotiated, executed and made in New Jersey; that should any dispute, claim or cause of action (collectively "Dispute") arise concerning rights or liabilities arising from the relationship between the Player and the Club or under this Agreement, the parties hereto agree that the law governing such Dispute shall be the law of the State of New Jersey, without resort to choice of law rules, that the exclusive jurisdiction and venue for resolving such Dispute shall be the state and federal courts located within the State of New Jersey, and the parties hereby waive all objections to jurisdiction and venue in New Jersey. Without limiting the generality of the foregoing, in the case of Worker's Compensation Disputes or claims and all other matters related to Workers' Compensation, including but not limited to all matters recited in this Agreement and all issues of law, issues of fact, and matters related to Workers' Compensation benefits, Player further agrees as follows: (a) exclusive jurisdiction and venue shall be in the New Jersey Workers' Compensation Commission or its equivalent in the State of New Jersey, and any claim, filing, petition, or cause of action in any way relating to Workers' Compensation rights or benefits arising out of Player's employment with the Club, including without limitation the applicability or enforceability of this Agreement shall be brought solely and exclusively in the courts of New Jersey; (b) that the New Jersey Workers' Compensation Act shall govern, and all Workers' Compensation claims shall be exclusively determined by and exclusively decided in accordance with the internal laws of the State of New Jersey without resort to choice of law rules; (c) he shall not attempt to persuade any California tribunal to apply California law in violation of this Agreement, and he shall withdraw from any California proceeding should a California tribunals ultimately deny application of New Jersey law; and (d) it shall be a breach of this Agreement if Player seeks to file, pursue, or maintain any Dispute in any forum other than a court located in the State of New Jersey.

NEW YORK FOOTBALL GIANTS, INC.

By:

Matthew Harriss
Director of Football Operations

Date

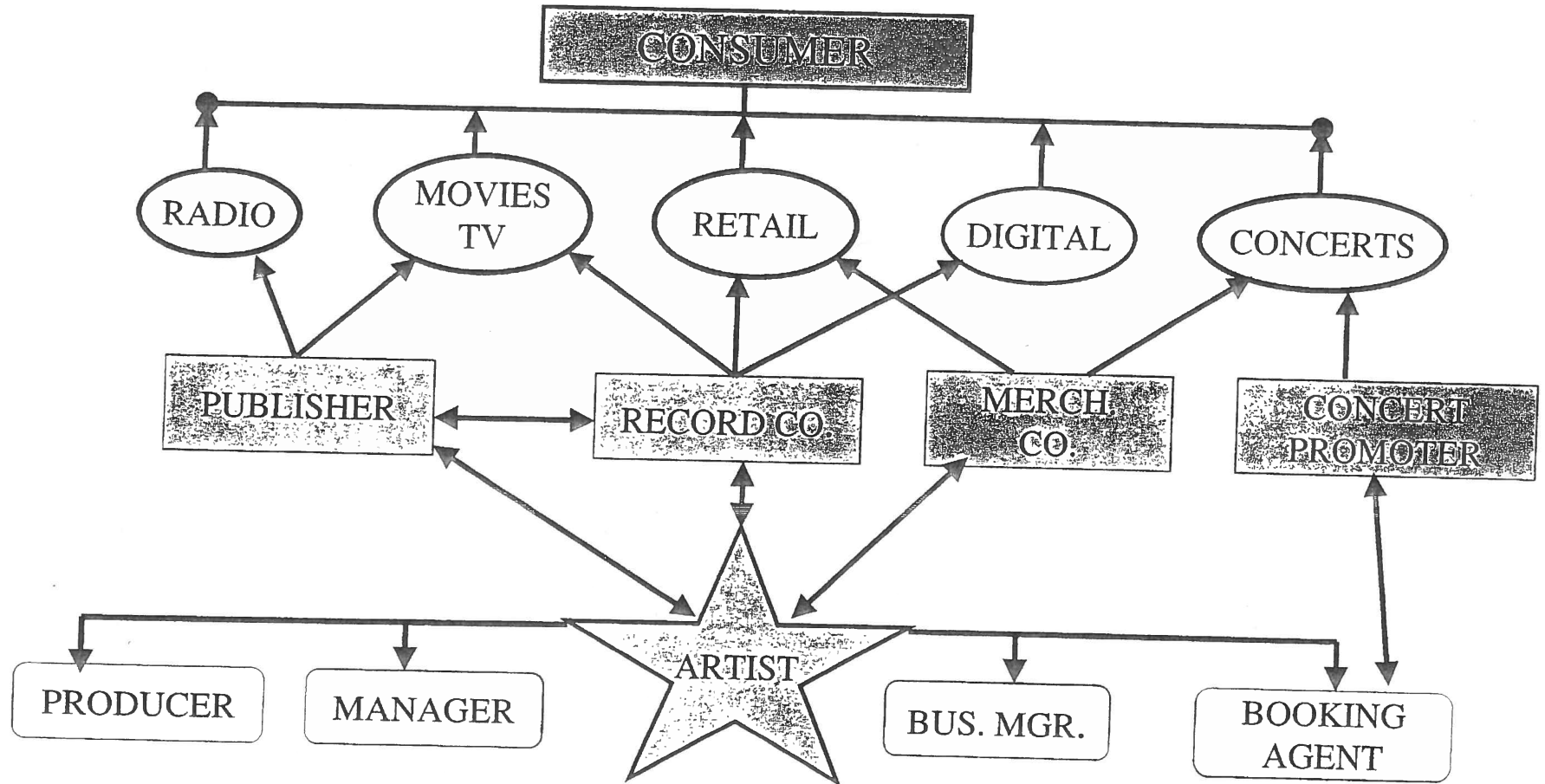
PLAYER

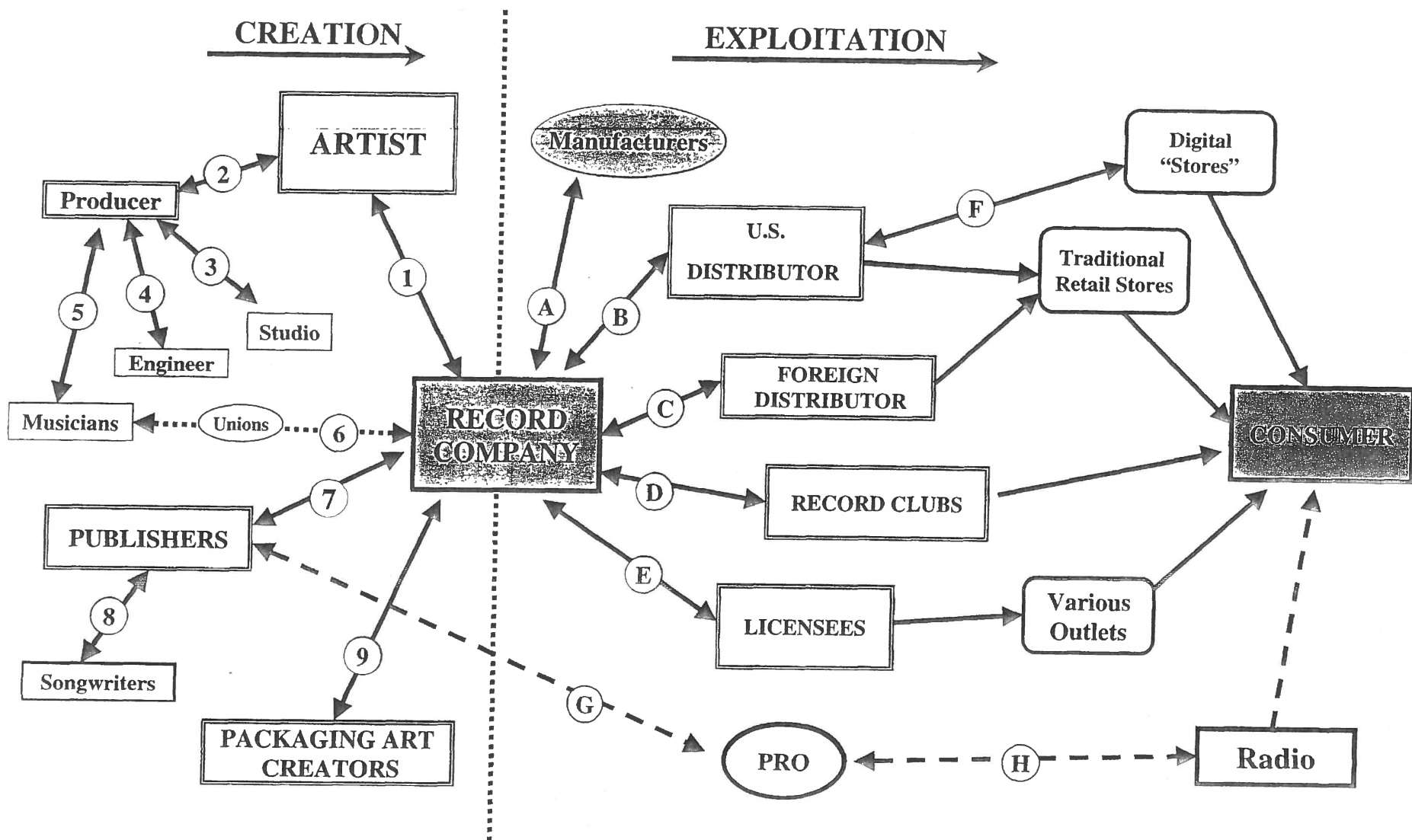
Date 5/1

CONTRACT ADVISOR

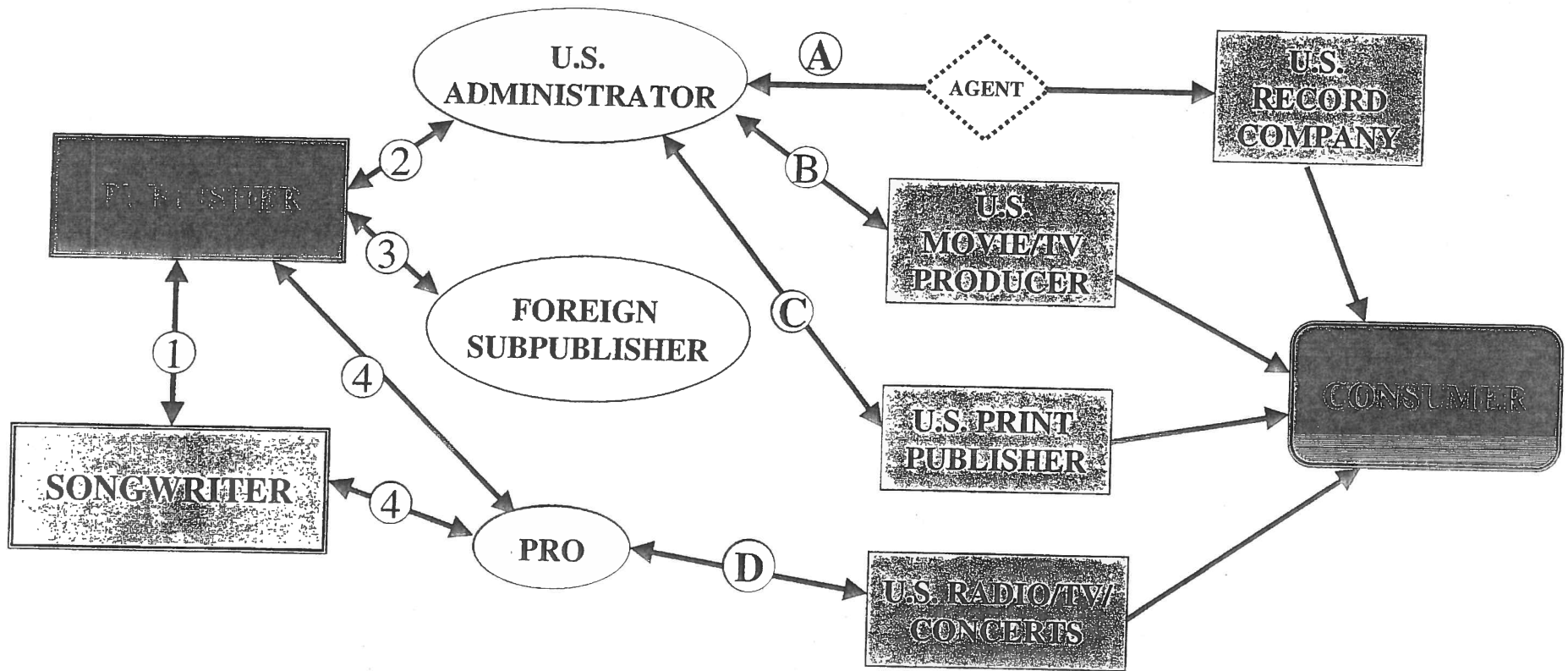
Date 5/10/14

MUSIC INDUSTRY OVERVIEW

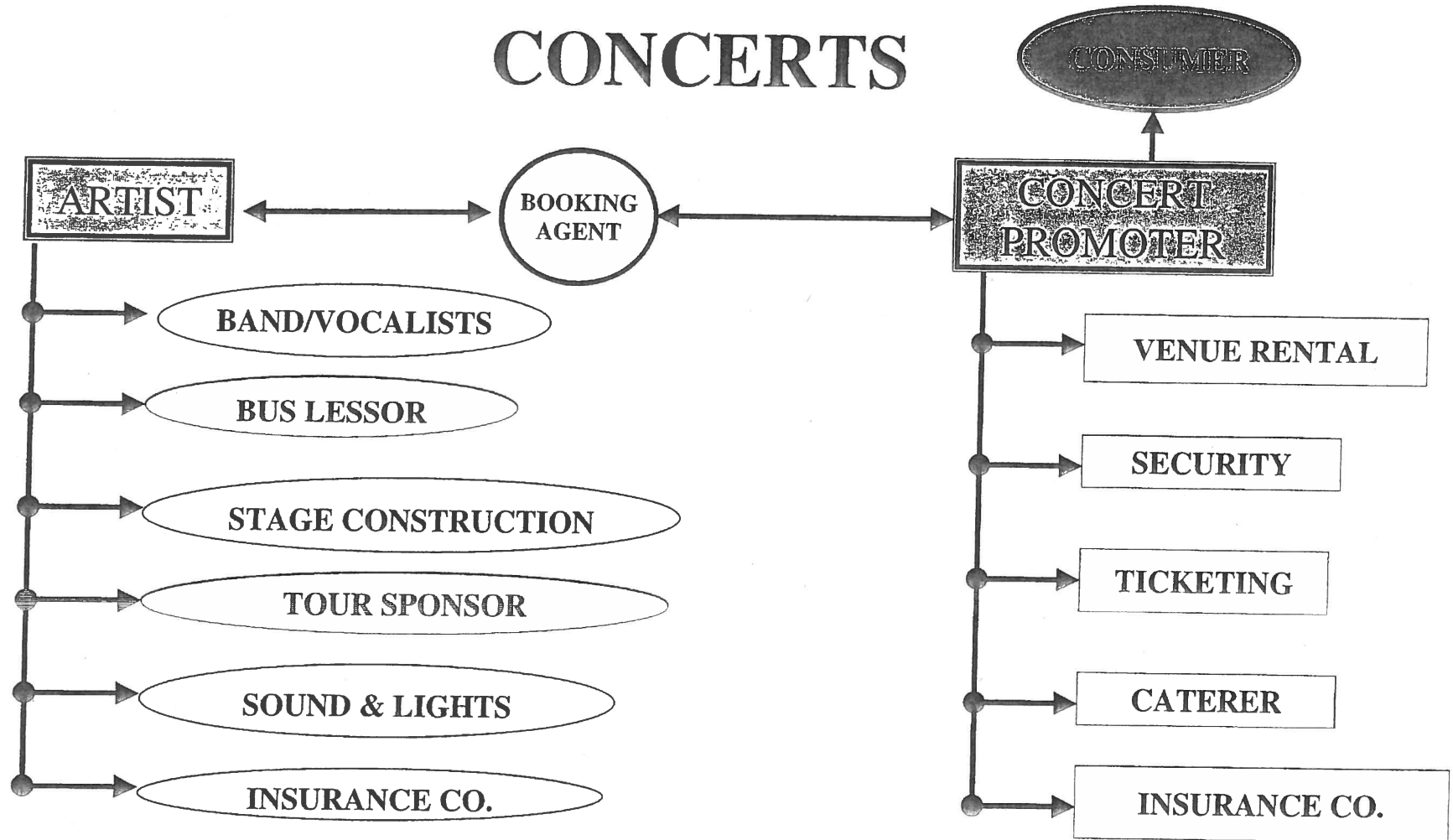




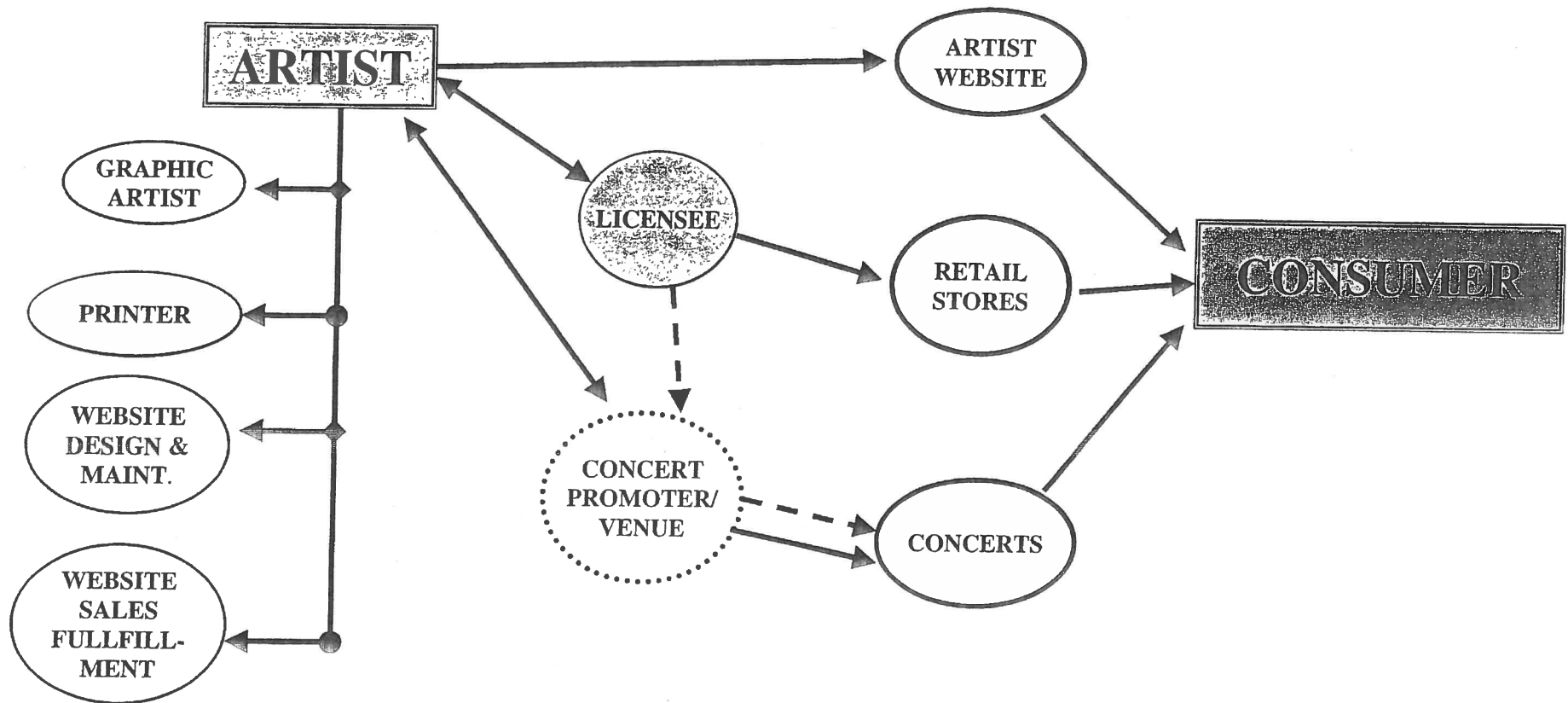
MUSIC PUBLISHING



CONCERTS



MERCHANDISE



INDEPENDENT FILM PRODUCTION PACKET
**** SAMPLE DOCUMENTS**
SAG/AFTRA THEATRICAL PRODUCTION

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**SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS
PERFORMER'S MINIMUM WEEKLY CONTRACT
FOR THEATRICAL MOTION PICTURES ("AGREEMENT")**

Minor: <input type="checkbox"/> YES <input type="checkbox"/> NO	Taft-Hartley: <input type="checkbox"/> YES <input type="checkbox"/> NO
------------------------------------------------------------------------	-------------------------------------------------------------------------------

Dated as of:
Company: Generations Productions, LLC ("Producer")
Production Title: "Three Generations" (the "Picture")
Start Date: (If Agreement delivered at least 7 days prior, Start Date is "on or about")
Role:
Weekly Rate: \$_____ (5 day week)
Guarantee: (One week minimum)
Social Security Number:

Artist: _____ ("Artist")
Loan Out Company (if any): _____ ("Lender")
Address:
Telephone:
Email:
Citizen of US: <input type="checkbox"/> YES <input type="checkbox"/> NO
Legal Resident of (State):
Federal ID No:

For the purpose of this Agreement "Artist" shall mean Lender or Artist as appropriate where a loan out relationship exists. This Agreement covers the employment of Artist by Producer in the Picture at the rate of compensation set forth above and is subject to and shall include, for the benefit of Artist and Producer, all of the applicable provisions and conditions contained or provided for in the current Screen Actors Guild-American Federation of Television and Radio Artists Codified Basic Agreement (the "SAG-AFTRA Agreement"), which is deemed incorporated herein by reference. Producer warrants that Producer is, or shall be prior to the commencement of principal photography of the Picture, a SAG-AFTRA signatory.

All compensation shall be payable on a weekly basis, on Producer's next regular payday, following the completion of each such week of services. Production time reports are available on the set at the end of each day. Such reports shall be signed or initialed by Artist. Artist to fill in Declaration Regarding Income Tax withholding form along with this contract.

AGREED & ACCEPTED BY PRODUCER:	AGREED & ACCEPTED BY ARTIST OR LENDER (if applicable)
By: _____	By: _____

IF A LOAN OUT RELATIONSHIP EXISTS, THE FOLLOWING LANGUAGE SHALL APPLY:

I, _____, have read and am familiar with all the terms of the forgoing Agreement between Generations Productions, LLC ("Producer") and _____ ("Lender") and, in order to induce Producer to enter into said agreement, I consent to the execution thereof, ratify and confirm in my individual capacity all representations, warranties and agreements of Lender contained herein, agree to be bound by the terms and conditions thereof and agree that I shall render all services and grant all rights as are necessary to enable Lender to comply with its obligations under said agreement. I agree to look solely to Lender for full payment of any amounts due for all rights granted and services performed thereunder. In the event of any breach or default by Lender, I agree that without prior notice to me or Lender, Producer may proceed against me as if I were a party thereto and I shall be primarily, jointly and severally liable with Lender thereunder. For purposes of any and all Worker's Compensation statutes, laws, or regulations ("Worker's Compensation"), I acknowledge that an employment relationship exists between Producer and myself, Producer being my special employer under the agreement. Accordingly, I acknowledge that in the event of my injury, illness, disability, or death falling within the purview of Worker's Compensation, my rights and remedies (and those of my heirs, executors, administrators, successors, and assigns) against Producer or Producer's affiliated companies and their respective officers, agents, and employees (including, without limitation, any other special employee and any corporation or other entity furnishing to Producer or an affiliate company the services of any other special employee) shall be governed by and limited to those provided and/or permitted by Worker's Compensation.

By: _____
ARTIST NAME

THE TERMS OF THIS AGREEMENT SHALL MEET OR EXCEED THE MINIMUM TERMS OF THE SAG-AFTRA AGREEMENT.

By signing above Artist acknowledges and agrees to the terms of the Standard Terms and Conditions attached hereto and incorporated herein by this reference.

STANDARD TERMS AND CONDITIONS

1. SERVICES: "Artist" (which term shall be defined to mean Lender and/or Artist, as appropriate, if Artist contracts through a loan out company for the services herein) will perform all of the services customarily performed by an actor in connection with a feature-length theatrical motion picture. Artist shall render all services required by Producer including, but not limited to, those in connection with rehearsals, pre-production meetings, costume fittings, makeup, tests, publicity stills and other customary pre-production and production services. Artist will perform exclusive services in connection with principal photography of the Picture commencing on a date to be designated by Producer through the completion of Artist's services hereunder. Artist shall also render services hereunder for post-production days in connection with other reshooting, looping and/or dubbing, and on such other days as may be designated by Producer and shall be needed to complete all post-production services required of Artist by Producer in connection with the Picture. At Producer's request and for no additional compensation, Artist shall give interviews and participate in the making of promotional films (including, without limitation, so-called "making of" and "behind-the-scenes" motion pictures) and render all other promotional services required by Producer in connection with the Picture.

2. COMPENSATION: Except as specifically provided in this Agreement or required by any applicable guild or union agreement (a "Labor Agreement"), including, without limitation, the SAG-AFTRA Agreement, no additional or increased amounts shall be payable to Artist, including with respect to Artist's rendition of services at night, on weekends or holidays, or after the expiration of any particular number of hours on any one day, or for time spent traveling to or from any location where Artist may be required to render services in connection with the Picture, or for so-called "forced calls", meal or other penalties, or in connection with the exercise of any rights granted under this Agreement, including, without limitation, the release, telecast or other use or re-use of the Picture. If in connection with any of Artist's services or the exploitation of any rights granted under this Agreement any additional amounts are required by a Labor Agreement, Artist shall receive such amounts at the minimum rates required by such Labor Agreement; provided, however, that to the maximum extent permitted under such Labor Agreement, any amounts paid to Artist shall be applied against and shall reduce any such additional amounts to which Artist may become entitled under such Labor Agreement, and vice versa. Artist expressly acknowledges and agrees that all compensation payable to Artist pursuant to this Agreement includes full and proper equitable remuneration with respect to any right (including any rental, lending or other similar rights which Artist may have with respect to the Picture) to which Artist may now be or hereafter become entitled in connection with the production and/or exploitation of the Picture. Producer or its designated payroll service company will have the right to deduct and withhold from any compensation to be paid to Artist the amounts to be deducted and withheld under the provisions of any applicable collective bargaining agreement and any statutes whether federal, state or local and any and all amendments thereto and the tax laws of any relevant jurisdiction, heretofore or hereafter enacted requiring the withholding of compensation.

3. GRANT OF RIGHTS: Artist's contributions in the performance of services hereunder are as a "work made for hire" (as such term is understood under the United States copyright laws) specially commissioned by Producer for inclusion in a motion picture. Producer shall be deemed to be the "author" and own all rights in and to Artist's services including, without limitation, all now or hereafter existing rights of every kind and character in and to all results and proceeds of Artist's services. If it is determined that Artist's contribution does not constitute a "work made for hire" as such term is understood under the United States copyright laws, Artist hereby grants and agrees to grant to Producer, exclusively and perpetually, all now or hereafter existing rights of every kind and character in and to all results and proceeds of Artist's services. Such grant is without reservation, condition or limitation with no right of any kind, nature or description being reserved to Artist. Specifically, but without in any way limiting the generality of the foregoing, Artist expressly grants to Producer all rights of every kind and character in and to any and all materials which Artist may perform, write, suggest, direct or produce in connection with the Picture. Producer, its successors and assigns will be entitled to and will own, solely, exclusively, in perpetuity and throughout the universe all of the results and proceeds of Artist's services hereunder, including without limitation all copyrights therein and the full right to exploit the same and to use Artist's name, photograph, likeness and biographical material in and in connection with the Picture, all advertising and publicity therefor and subsidiary and ancillary uses thereof, and any merchandising and commercial tie-ins (but not product endorsements). Artist hereby expressly waives any rights of droit moral that may be afforded to Artist under the laws of any country either as an author, Artist, director, producer or in any other capacity in connection with the Picture.

4. NO OBLIGATION TO USE: Notwithstanding any other provision of this Agreement, Producer shall have no obligation to actually use Artist's services or to directly or indirectly produce, release, distribute or exploit the Picture or to exercise any of the rights granted to Producer hereunder, or to directly or indirectly continue any such use, exercise, production, release, distribution or exploitation if commenced.

5. CONTINGENCIES: Artist's engagement, the accrual of compensation and the running time of any periods herein provided for shall be suspended without notice during all periods: (a) that Artist fails or refuses to perform services in accordance with Producer's instructions (including, without limitation, by reason of any strike of or labor dispute involving any collective bargaining unit governing Artist's services hereunder) or is otherwise in breach or default hereof (including, without limitation, by reason of Artist's use of illegal drugs) or that Artist is not available to or does not render services hereunder because of Artist's death, illness, incapacity or any similar matter; or (b) that the development, production or distribution of the Picture is prevented, interrupted, or delayed because of force majeure events (including, without limitation, any labor dispute, fire, war, governmental action or proceeding, injunction or other material interference of the Picture or any other unexpected or disruptive event sufficient to excuse performance of this Agreement as a matter of law) or other similar causes beyond Producer's control or by reason of the death, illness or incapacity of the producer, director or a member of the cast (other than Artist) or other key production personnel. Such suspension shall continue until the cessation of the event giving rise to the suspension and for such additional period as Producer may reasonably require to reschedule Artist's services or recommence development or production. Producer may end any suspension, other than a suspension caused by Artist's death, at any time. If any matters referred to in subpart (a) above, other than in the event of Artist's death, Artist's refusal to perform or other breach or default on the part of Artist, shall exist for three (3) consecutive days or five (5) days in the aggregate (reducible during principal photography as required by the exigencies of the production), or if any matter referred to in subpart (b) above shall exist for three (3) weeks or more or in the event of Artist's death, Artist's refusal to perform or other breach or default on the part of Artist, Producer may terminate Artist's engagement hereunder (without limiting Producer's rights at law or equity) without any further obligation to Artist, except to pay any compensation theretofore earned, accrued and unpaid. Notwithstanding the foregoing, Producer shall have the right to terminate this Agreement and Artist's services with respect to the Picture at any time with or without cause, provided that if Artist's services are terminated without legal justification or excuse, then Producer's sole obligation to Lender and Artist thereafter shall be to pay any earned, accrued and unpaid compensation. Payment of any sum to Artist by Producer during any period of suspension will not operate as a waiver of any of Producer's rights. The expiration or termination of this Agreement will in no event affect or impair the ownership by Producer of the proceeds of Artist's services hereunder.

6. EQUITABLE REMEDIES: It is expressly understood and agreed that in the event that Producer has committed a breach of this Agreement (including, without limitation, any credit provision hereof), the damage, if any, caused to Artist thereby will not be irreparable or otherwise sufficient to entitle Artist to injunctive or

other equitable relief, and that Artist's rights and remedies in any such event shall be strictly limited to the right, if any, to recover money damages in an action at law.

7. REPRESENTATIONS AND WARRANTIES: Artist hereby represents and warrants that: (i) Artist has the full right and authority to enter into this Agreement, to furnish to Producer the services of Artist upon the terms and conditions set forth herein and to grant the rights herein granted; (ii) Artist is not subject to any obligation or disability which will or might prevent or interfere with the full completion and performance of all the obligations and conditions to be kept and performed hereunder; (iii) Artist has not made and will not make any grant, assignment or agreement which will conflict or interfere with the rights granted to Producer hereunder; (iv) Artist shall not, without Producer's prior written approval, issue or authorize the publication of any news story or publicity relating to Artist's services hereunder, provided that Artist may issue publicity primarily relating to Artist which incidentally mentions the Picture if such publicity is non-derogatory with respect to Producer, the Picture, the cast, director and/or individual producer(s), and any distributor or financier of the Picture; (v) Artist has not made and will not make any commitment or do any act in conflict with this Agreement or Producer's rights hereunder; (vi) Artist shall indemnify and hold Producer and its successors, licensees and assigns harmless from and against all damages, losses, costs and expenses (including reasonable outside attorneys' fees and costs) which Producer or any of its successors, licensees or assigns may suffer or incur by reason of the breach of any agreement, representation or warranty made by Artist herein; and (vii) in the event that Artist contracts through a loan out company for the services herein, (a) Lender is a duly organized and existing corporation and is presently in good standing under the laws of the state of its incorporation; (b) Lender has a valid, binding and subsistent employment agreement with Artist pursuant to which Artist is obligated to render Artist's services on an exclusive basis for Lender for at least the full term of this Agreement; (c) Lender is exclusively entitled to all services of Artist which are or will be required to be performed by Artist hereunder; (d) Lender is exclusively entitled to and controls all rights in and to all results and proceeds of Artist's services which are granted or are to be granted hereunder; and (e) Artist shall indemnify and hold Producer harmless from and against all damages, losses, costs and expenses (including reasonable outside attorneys' fees and costs) imposed upon, sustained or incurred by Producer by reason of Producer's failure to deduct or withhold from the compensation payable to Lender hereunder any amounts required to be deducted or withheld by Producer under the provisions of any now or hereafter existing law, regulation or collective bargaining agreement.

8. INSURANCE: Producer may secure life, health, accident, cast, or other insurance covering Artist. Such insurance shall be for Producer's sole benefit and Producer shall be the beneficiary thereof, and Artist shall have no interest in the proceeds thereof. Artist shall assist in procuring such insurance by submitting to required examinations and tests and by preparing, signing, and delivering such applications and other documents as may reasonably be required. Artist shall have the right to have Artist's personal physician present at such examinations at Artist's sole expense. Artist shall observe all terms and conditions of such insurance of which Producer notifies them as necessary for continuing such insurance in effect. If after Producer has obtained such insurance, Artist fails to observe such terms and conditions, then Producer shall have the right to terminate this Agreement without any further obligation to Artist.

9. MISCELLANEOUS: The term "Agreement" as used herein shall be deemed to include the Standard Terms and Conditions, the Screen Actors Guild-American Federation of Television and Radio Artists Performer's Minimum Daily Contract for Theatrical Motion Pictures and Rider "A" to which these Standard Terms and Conditions are attached. In the event that there is any conflict between: (a) any provision of this Agreement; and (b) any statute, law, regulation or the SAG-AFTRA Agreement, the latter (set forth in subpart (b)) shall prevail; provided, however, that in such event the provision of this Agreement so affected shall be curtailed and limited only to the minimum extent necessary to permit compliance with the minimum requirement, and no other provision of this Agreement shall be affected thereby and all other provisions of this Agreement shall continue in full force and effect. Artist and Producer hereby acknowledge and agree that, except as otherwise expressly provided herein, Producer shall be entitled to the maximum benefits and acquire the maximum rights permitted under any applicable collective bargaining agreement in connection with Artist's engagement hereunder. Notwithstanding the foregoing, this Agreement may not be amended or modified except by an instrument in writing signed by the party to be charged with such amendment or modification. This Agreement shall be deemed to have been made in the State of New York and shall be construed and enforced in accordance with the internal law of the State of New York applicable to contracts negotiated, executed and wholly performed within said State, exclusive of conflicts-of-law principles. Producer shall have the right to transfer or assign its rights and/or obligations pursuant to this Agreement to any other person, corporation or entity, and, upon such assignment, shall be relieved of its obligations hereunder to the extent such person, corporation or entity assumes such obligations. Artist may not assign this Agreement or Artist's rights and obligations hereunder and any such purported assignment shall be void and of no effect. This Agreement, along with the exhibits attached hereto, shall constitute a binding contract between the parties hereto and shall supersede any and all prior negotiations and communications, whether written or oral, with respect hereof. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or scanned electronic signatures shall have the same force as original signatures.

END OF STANDARD TERMS AND CONDITIONS

PARENTAL CONSENT

_____ ("Producer") and _____ ("Minor") have entered into an Agreement dated as of _____, 2014 (the "Agreement") under which Producer engages Minor as an actor in the motion picture presently entitled "_____" (the "Picture").

In order to induce Producer to enter into the Agreement with Minor and as part of the consideration thereof, I, the undersigned ("Parent"), being a parent(s) and person(s) having custody of the Minor designated as "Performer" in the Agreement, hereby ratify and approve the employment thereby created, and further agree as follows:

1. I represent that I am the parent of the Minor; that I am entitled to the full control and custody of Minor and that no guardian of Minor's person or estate has been appointed by any court.
2. I represent and acknowledge that I have read the Agreement and am familiar with the terms and conditions thereof, that I hereby give my express consent to the execution by Minor of the Agreement and that I will not revoke such consent. I further agree that I will not be entitled to seek injunctive or other equitable relief against Producer in connection with the Agreement and shall be limited to an action at law for damages.
3. I hereby consent to the use of Minor's name, likeness, voice and biographical material, as provided in the Agreement, in and in connection with the distribution, exhibition and promotion of the Picture.
4. I represent and warrant that I have read the screenplay dated _____, 20__ and am familiar with the content of the scenes of the Picture in which Minor is to appear.
5. I agree to indemnify Producer from any and all claims, damages, liabilities, costs and expenses, including reasonable outside counsel fees, arising out of any claim, demand or liability in connection with Minor's renouncement or other termination of this Agreement for any reason other than Producer's default, and any breach by me of any representation, warranty or agreement herein made by me.
6. I irrevocably guarantee and warrant that Minor will not disaffirm or disavow the Agreement on the grounds that Minor is a minor at the date of the execution thereof, or on any other similar grounds. This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the Agreement, and to the Agreement as modified by any waiver.
7. I agree to cooperate with Producer to the best of my ability, and to use best efforts to secure approval of the Agreement by a court of competent jurisdiction. I agree to be subject to the jurisdiction of the New York courts for the purpose of approving the petition. I consent to the making of any order by such court requiring the setting aside and preservation for the benefit of Minor in such savings plan as the court may approve, of such portion of the gross earnings of Minor as the court may deem just and proper under the applicable provisions of the laws of the Minor's state of residence. I agree to execute all instruments necessary, and do all other things which may be reasonably necessary in order to carry out the directions, objects or purposes of any court order that may be issued in connection with, or as a condition of, the court's approval of the Agreement which provides, among other things, for injunctive relief against unauthorized withdrawals of funds.
8. If only one (1) Parent signs this instrument, then such Parent will be deemed to represent and warrant that said Parent has the exclusive authority to act on behalf of the Minor and on behalf of the non-signing parent insofar as all matters related to the Picture and the Agreement.
9. I authorize Producer to file this instrument with the court in connection with, or incorporated within, the Petition for approval of the Agreement. I agree that the Petition may be filed and heard, and an order approving the contract rendered and put into effect, without further notice to me. I hereby expressly waive any notice requirements and the opportunity to appear in court in connection with the approval of the Agreement. I further agree to be subject to applicable laws governing the confirmation of minor's contracts.

I declare that the foregoing is true and correct, and was executed this ____ day of _____, 2014.

AGREED AND ACCEPTED:

Parent/Guardian: _____

Date: _____

Signed: _____

Address: _____

Phone: _____

Parent/Guardian: _____

Date: _____

Signed: _____

Address: _____

Phone: _____

CREW DEAL MEMO
(Direct Hire)

Employee Name: _____ Position: _____
Address: _____ Start Date (tentatively): _____
_____ Social Security # _____
Telephone: _____ Daily Rate: _____ or Weekly Rate: _____
Email: _____ Emergency Contact
Telephone: _____
Emergency
Contact: _____

This Agreement shall confirm the agreement between the above-stated employee ("Employee") and _____ ("Company") in connection with the motion picture presently entitled " " (the "Picture"). For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Services. Employee shall render services hereunder on an exclusive basis from the Start Date through the completion of Employee's services as designated by Company. Employee shall render such services to the best of Employee's ability, subject to the management, control and direction of Company in all matters. Company shall have the right to reschedule the Start Date as it may require.
2. Grant of Rights. Employee's contributions in the performance of services hereunder are as a "work made for hire" (as such term is understood under the United States copyright laws) specially commissioned by Company for inclusion in a motion picture. Company shall be deemed to be the "author" and own all rights in and to Employee's services including, without limitation, all now or hereafter existing rights of every kind and character in and to all results and proceeds thereof. In the event that Employee's contributions are for any reason deemed not to be "work made for hire", then Employee hereby assigns to Company all right, title and interest in and to Employee's contributions, services and the results and proceeds thereof. Company shall have the full right to exploit the same and to use Employee's name, voice, likeness and biographical material in and in connection with the Picture, all advertising and publicity therefor and subsidiary and ancillary uses thereof, including "behind the scenes" films, "electronic press kit" video releases, merchandising and commercial tie-ins (but not product endorsements). Employee expressly waives any rights of droit moral that may be afforded Employee under the laws of any country in connection with the Picture.

3. Compensation.

3.1 Provided that Employee fully performs all services and is not in default of this Agreement, Employee shall be paid at the Daily/Weekly Rate (as specified above) for all services performed. No premium compensation shall be payable for work performed at night or on Saturdays or Sundays. Holidays worked will be paid in accordance with the terms of the Guild Rules (as defined below) and holidays not worked shall be without pay. Employee's work week may be a five-day or a six-day week, as Company shall designate in its sole discretion. Time cards must be turned in at the

completion of the work day or week to the production office and must be prepared and signed by Employee and approved by the department head. Time cards submitted late will be paid late.

3.2 Company or its designated payroll service company shall be permitted to make all deductions from Employee's compensation hereunder which are required by the provisions of the Federal and State Income Tax and Social Security Acts and any other statutes whether federal, state or local and any and all amendments thereto.

4. Petty Cash/Expenses/Equipment. All petty cash expenditures must be documented by valid original receipts and must be submitted for reimbursement within five (5) days of expenditure. Any purchases or rentals by Employee must be authorized by a purchase order approved in writing in advance by the Line Producer. Employee shall be responsible for returning to Company on or before the completion of principal photography of the Picture, all materials, equipment and other items owned or rented by, or otherwise in the possession of Company, its agents, assigns or licensees or purchased with Company's funds ("Recoverables"). Recoverables shall include, without limitation, props, wardrobe, equipment, tools, materials, supplies and film stock. If Employee is assigned a walkie talkie, beeper or pager, Employee shall be responsible for returning the same to the Line Producer in good working order. Employee hereby authorizes Company to deduct from Employee's final payroll check, if not paid by Employee prior to termination, any outstanding balance in Employee's petty cash advance fund and costs to repair or replace any walkie talkie, beeper or pager not returned in good working order. In no event shall Company be responsible for any cellular phone costs. Except as expressly set forth in this Paragraph 4, Company shall not be responsible for any expenses or perquisites of Employee.

5. Guild. All provisions of this Agreement are subject to and must provide no less than the terms and conditions of the IATSE Agreement and the rules and regulations of any other then applicable and binding collective bargaining agreements (together, the "Guild Rules"). All compensation paid to Employee shall be fully credited against, and not in addition to, any minimum, scale or additional compensation, if any, required by the Guild Rules. To the extent any provision of this Agreement conflicts with the mandatory provisions of any such applicable and binding collective bargaining agreements, the collective bargaining agreement shall prevail; provided, however, that in such event the provision(s) of this Agreement shall be curtailed and limited only to the extent necessary to bring this Agreement into compliance therewith. Company and Employee hereby acknowledge and agree that, except as otherwise expressly provided herein, Company shall be entitled to the maximum benefits and acquire the maximum rights permitted under Guild Rules in connection with Employee's engagement hereunder. Company shall pay all applicable pension, health and welfare contributions required to be paid pursuant to the Guild Rules in connection with Employee's services hereunder.

6. Vehicles. If Employee will be operating any vehicles in connection with Employee's services hereunder, Employee must present Company with a valid U.S. driver's license. Employee shall be solely responsible for parking and speeding tickets and fines incurred by Employee.

7. Confidentiality. During and after the period of time Employee provides services for Company, Employee will hold in strict confidence all information or material of any kind relating to the Picture, Company, and any creative ideas and all financial, personal and business information (collectively, "Confidential Information"). Employee will use the Confidential Information only as instructed by Company as necessary to perform Employee's services for Company. Employee shall not remove, copy, distribute, retain or turn to account the Confidential Information for Employee's own use and/or for the benefit of any third party and/or any other use whatsoever, nor shall Employee otherwise disclose any part of the Confidential Information including, without limitation, give interviews or make public

statements relating to Company and/or the Picture.

8. Product Placement and Publicity. Employee must clear any product placement or promotional activity with Company and may not release to third parties any scripts or outlines without prior written permission from Company. Employee agrees not to give any interviews or authorize any publicity relating to the Picture or Employee's services thereon without Company's prior written permission.
9. No Authority. Employee acknowledges and agrees that Employee has no right or authority to and that Employee will not enter into any agreements for Company or on Company's behalf whereby Company may be required to perform any obligations or to pay any monies or other consideration.
10. IRCA. In accordance with the Immigration and Reform and Control Act of 1986, any offer of employment to Employee is conditioned upon satisfactory proof of Employee's identity and legal ability to work in the U.S., including the submission of form I-9 pursuant to IRCA's Section 274 a.2.
11. Termination. Employee is engaged hereunder as an "at-will" employee and Company reserves the right to discharge Employee at any time subject only to the obligation, if Employee is not in default, to pay the balance of any compensation earned as of the date of termination. The use of alcohol or drugs during the hours of employment will be considered a default and grounds for immediate dismissal of Employee. The expiration or termination of this Agreement shall not affect the ownership by Company of the rights granted herein.
12. Remedies. Employee acknowledges and agrees that the sole remedy available to Employee for Company's breach of or non-compliance with any of the provisions of this Agreement shall be an action at law for damages and in no event shall Employee be entitled to terminate this Agreement or to seek or be entitled to injunctive or other equitable relief for any such breach or non-compliance of this Agreement.
13. Miscellaneous. Company shall have the right to transfer or assign its rights and/or obligations pursuant to this Agreement to any other person, corporation or entity and upon such assignment shall be relieved of its obligations to Employee. This Agreement shall be construed in accordance with the laws of and shall be deemed to have been executed and fully performed in the State of New York, exclusive of conflicts-of-laws principles. This Agreement sets forth the entire understanding of the parties regarding the subject matter and may not be amended except by a written instrument signed by the parties.

This Agreement dated as of _____, 2014 shall be effective upon the signature of Employee and an authorized representative of Company.

EMPLOYEE:

By: _____
Authorized Representative

EXTRA RELEASE

Name: _____

Social Security #: _____

Address: _____

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you (as named above) and _____ ("Producer") agree as follows:

You hereby grant Producer, its successors, assigns and licensees the unlimited permission to use your appearance in the motion picture currently entitled "_____" (the "Picture") in any and all manner and media, throughout the world, in perpetuity. Your participation in the Picture may be edited in Producer's sole discretion. Producer may use your name, photograph, likeness, voice and biographical material in and in connection with the Picture, all advertising and publicity therefor and ancillary and subsidiary uses thereof, including merchandising and commercial tie-ins (but not product endorsements). Producer shall have no obligation to use any of the rights granted herein.

You represent and warrant that you have the right and authority to enter into this Agreement and that it is not necessary for Producer to pay any fees to any collective bargaining organization in connection with your services hereunder. You expressly release Producer, its successors, assigns and licensees from and against any and all claims which you have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exploitation of the Picture. You will indemnify and hold harmless Producer and its successors, assigns and licensees from and against all costs, damages and claims arising from any breach or alleged breach by you of any representation, warranty or agreement hereunder.

Your rights and remedies in the event of any breach of hereunder by Producer shall be limited to the right, if any, to recover money damages in an action at law, and in no event shall you be entitled by reason of any such breach to terminate this Agreement or to seek any equitable remedy. This Agreement shall be construed in accordance with the laws of the State of New York, exclusive of conflicts-of-laws principles.

AGREED TO AND ACCEPTED:

By: _____
Authorized Representative

Date: _____

I represent and warrant that I am the parent or guardian of the minor whose name appears above (the "Minor"). I have read the Extra Release above and am familiar with all of the terms and conditions thereof. I consent to its execution by the Minor and join in and confirm the authorizations, releases, and consents granted by Minor as confirmed thereby. I agree that neither I nor the Minor will revoke or disaffirm such rights or consents at any time, and willfully release and discharge Producer and its successors and assigns from any claims and/or causes of action I may have against them of any nature whatsoever.

Parent or Guardian

Parent or Guardian

LOCATION RELEASE

TO: _____

Reference is made to the Location Agreement dated as of _____, 2014 (the "Agreement") between _____ ("you") and _____ ("Company") with respect to Company's use of the premises located at _____ (the "Premises") in connection with the motion picture currently entitled "_____", as set forth in the Agreement. For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, you agree as follows:

1. You agree that you inspected the Premises upon the completion of Company's use thereof. You further agree that the Premises have been satisfactorily restored in accordance with the terms and conditions of the Agreement.
2. You hereby release Company from any and all duties and obligations and from any and all claims, demands and/ or causes of action of any kind or nature whatsoever that you may have against Company either in connection with the Premises, the subject matter of the Agreement, or otherwise.
3. You hereby acknowledge and agree that Company has fully satisfied all of its payment obligations pursuant to the Location Agreement.
4. This agreement shall be binding upon and shall inure to the benefit of Company and its respective successors, licensees and assigns and cannot be modified or amended except in writing signed by Company.
5. This agreement shall be construed and enforced in accordance with the laws of the State of New York applicable to agreements of this nature.
6. This release shall in no way be deemed to limit or otherwise affect the rights granted to Company by you under the Agreement. The Agreement is hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of _____ 2014.

ACCEPTED AND AGREED:

NAME: _____

By: _____
Authorized Representative

LIKENESS RELEASE
(ARTWORK/PHOTOGRAPHS)

For good and valuable consideration, the adequacy and receipt of which I hereby acknowledge, I, _____, hereby grant _____, its successors and assigns ("Producer") the right to use my likeness as contained in _____, in and in connection with the motion picture currently entitled "_____" (the "Picture") and all ancillary and subsidiary uses thereof and all advertising and publicity therefor, worldwide, in perpetuity, in all media now known or hereafter devised.

I expressly release Producer, its agents, employees, licensees and assigns from and against any and all claims which I have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of the Picture and I expressly agree that I will not be entitled to seek injunctive or other equitable relief against Producer or the Picture or to enjoin or restrain the production, distribution, exhibition or any other means of exploitation of the Picture or any subsidiary or ancillary rights in connection therewith.

AGREED AND ACCEPTED:

By: _____

(Print Name)

Date: _____

Address: _____

Phone: _____

Email: _____

MASTER USE LICENSE

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, _____ ("Licensor"), _____, owner of the Master (as defined below), hereby grants to _____ ("Licensee"), _____, the non-exclusive, irrevocable right, license, privilege, and authority to use the Master in and in connection with the motion picture currently entitled "_____" (the "Picture"), as set forth in this License. The "Master" shall be defined as the musical recording performed by _____ ("Artist") entitled "_____". The parties agree as follows:

1. License Fee. Provided that Licensor is not in default of this License, Licensee shall pay to Licensor an amount equal to _____ Dollars (\$_____).
2. Use. The usage of the Master as permitted hereunder shall be background/visual vocal/instrumental uses of up to the entirety of the Master.
3. Territory. The territory covered under this License shall be the entire universe (the "Territory").
4. Term. All of the rights granted herein may be used in and in connection with the Picture in perpetuity, commencing on the date hereof.
5. Credit. Provided that Licensor is not in default of this License, and that the Master is actually used in the Picture, Artist shall receive credit in the end titles of the Picture. All other aspects of such credits shall be in Licensee's sole discretion. Licensor agrees that no casual or inadvertent failure by Licensee, and no failure of any third party, to accord credit as set forth hereunder shall be deemed a breach of this License.
6. Grant of Rights. Subject to the terms hereof, Licensor hereby grants to Licensee the nonexclusive right, license and authority to do any or all of the following: (a) to record, re-record and dub the Master and use the Master in synchronism or timed relation with the Picture, and to make copies of the Picture containing the Masters, throughout the Territory; (b) to exhibit the Master as embodied in the Picture, and portions thereof, to audiences for entertainment throughout the Territory by any and all methods or means now or hereafter known, including, without limitation, theatrical, non-theatrical and all forms of television; (c) to cause or authorize the fixing of the Master in and as part of the Picture on "Videograms" (including, but not limited to, video cassettes, video tapes, laserdiscs, DVDs, Blu-ray discs and similar compact audio-visual devices), to use and authorize the use of such Videograms for any of the purposes, uses and performances set forth in this License and to sell, lease, license or otherwise make such Videograms available to the public as a device intended primarily for "home use" (as such term is commonly understood in the phonograph record industry); (d) to manufacture and distribute Videograms and to sublicense the right to do the same to third parties; (e) to cause or authorize the fixing of the Master in and as part of the Picture in any media whatsoever now known or hereafter devised, whether capable of being viewed and/or broadcast or otherwise exhibited by means of any so-called interactive devices, computer-based devices or cable systems, including, without limitation, any wireless and/or Internet-based distribution system, interactive cable or any future storage, delivery and/or retrieval systems; and (f) to use the name, photograph, likeness and biographical materials of all artists who perform on the Master in and in connection with the Picture, in all advertising and publicity therefor and subsidiary and ancillary uses thereof, including merchandising and commercial tie-ins, but not product endorsements. Licensor hereby expressly waives any rights of "droit moral" that may be afforded Licensor under the laws of any country either as an author, composer, performer, producer or in any other capacity in connection with the Master. Licensee shall not be obligated to use the Master or any of the rights granted herein, in or in connection with the Picture.
7. Advertising and Promotion. Licensee has the right to exploit the Master in and in connection with all advertising and publicity for the Picture, including, without limitation, the right to use such Master in trailers,

"making of" documentaries and other promotional films and videos, and other screen, radio, home video, disc and television advertisements, DVD menus, websites, and other so-called added-value materials, whether "in-context" or "out-of-context" as the Master is incorporated into the Picture.

8. Representations and Warranties. Licensors represents and warrants that: (i) it owns or controls all rights in and to the Master and has the sole right to grant this License; (ii) no additional payments, royalties or consents of any party (including, without limitation, to any producer or musician) are required in connection with Licensee's use of the Master as herein authorized or use of any of the rights granted herein; (iii) the use of the Master hereunder shall not infringe upon or violate any rights of any third party; and (iv) Licensors shall indemnify Licensee, its employees, its associates (including, but not limited to, any financiers or distributors), successors, designees, licensees and assigns, from any and all claims, demands, suits, losses, costs, expenses (including reasonable counsel fees), damages or recoveries which may be obtained against, imposed upon or suffered by Licensee, its employees, its associates, successors, designees, licensees and assigns, by reason of Licensors's breach, in whole or in part, of any of the representations and warranties herein contained.

9. Assignment. Licensee shall have the right to transfer or assign its rights and/or obligations pursuant to this License to any other person, corporation or entity and shall be relieved of its obligations to Licensors hereunder to the extent such person, corporation or entity assumes such obligations.

10. Notices. All notices hereunder shall be addressed to the addresses set forth on the first page hereof, or to such other address as an addressee may designate in writing. Any notice will be deemed received at the earlier of the date actually received or five days after it is mailed.

11. Waiver of Equitable Remedies. Licensors's rights and remedies in the event of any breach of this License by Licensee will be limited to the right, if any, to seek to recover money damages in an action at law, and in no event will Licensors be entitled by reason of any such breach to terminate this License or to seek injunctive or any other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the Picture or any subsidiary or ancillary rights in connection therewith.

12. Additional Provisions. This License shall be governed by and subject to the laws of the State of California applicable to agreements made within the state, exclusive of conflicts-of-laws principles. Paragraph headings used in this License are for convenience only and are not to be deemed a part of this License. This License sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified, amended, terminated or discharged unless confirmed in writing by all parties hereto. The invalidity of any provision of this license shall not affect the validity of the remaining provisions. This License is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of _____, 201_.

LICENSOR:

LICENSEE:

AGREED AND ACCEPTED:

By: _____
Authorized Representative

SYNCHRONIZATION AND PERFORMANCE LICENSE

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, _____ ("Licensor"), _____, publisher of the Composition (as defined below), hereby grants to _____ ("Licensee"), _____ the non-exclusive, irrevocable right, license, privilege and authority to use and perform the Composition in and in connection with the motion picture currently entitled "_____" (the "Picture"), as set forth in this License. For the purposes hereof, the "Composition" shall be defined as that certain musical composition composed by Licensor entitled "_____". The parties agree as follows:

1. Compensation. Provided that Licensor is not in default of a material provision of this License, in consideration of the rights granted herein Licensee shall pay to Licensor an amount equal to _____ (\$_____).
2. Use. The usage and timing of the Composition as permitted herein shall be vocal and/or instrumental uses of up to the entirety of the Composition.
3. Territory. The territory covered under this License shall be the entire universe (the "Territory").
4. Term. All the rights granted herein may be used in and in connection with the Picture in perpetuity, commencing with the date hereof (the "Term").
5. Screen Credit. Provided that Licensor is not in default of this License and that the Composition is actually used in the Picture, Licensor shall receive credit in the end titles of the Picture. All other aspects of such credit shall be in Licensee's sole discretion. Licensor agrees that no casual or inadvertent failure of Licensee, and no failure of any third party, to accord credit as set forth hereunder shall be deemed a breach of this License.
6. Grant of Rights.
 - 6.1 Subject to the terms hereof, Licensor hereby grants to Licensee the non-exclusive right, license, privilege and authority to do any and all of the following: (a) record the Composition in any manner, medium, form or language in synchronism or in timed-relation with the Picture, throughout the Territory; (b) make copies of such recordings and import said recordings and/or copies thereof into any country throughout the Territory; and (c) publicly perform or televise for profit or non-profit and authorize others so to perform or televise the Composition in the exhibition of the Picture to audiences in motion picture theaters and other places of public entertainment where motion pictures are customarily exhibited throughout the Territory. The Picture may be televised into theaters only with the understanding and upon the condition that the performance of the Composition in the exhibition of the Picture by means of television for any other purpose whatsoever, is subject to the provisions set forth herein. Licensee shall not be obligated to use the Composition or any of the rights granted herein, in or in connection with the Picture.
 - 6.2 Performance of the Composition in the exhibition of the Picture by means of television (other than as described in Paragraph 6.1 above) including by means of "free television", "pay television", "subscription television", "CATV" and "closed circuit into homes television", is and shall be available under the following circumstances: (a) the Picture may be exhibited by means of television by networks,

local stations, pay television, subscription television, CATV and closed circuit systems having valid performance licenses therefor from the American Society of Composers, Authors and Publishers ("ASCAP") or Broadcast Music, Inc. ("BMI"), as the case may be; or (b) exhibition of the Picture by means of television by networks, local stations, pay television, subscription television, CATV and closed circuit systems not licensed for television by ASCAP or BMI is subject to clearance of the performing rights either from Licensor or ASCAP or BMI or from any other licensor acting for or on behalf of Licensor. Notwithstanding the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States, its territories and possessions, will be in accordance with their customary practices and the payment of their customary fees.

6.3 Licensor hereby grants to Licensee, throughout the Territory, for no additional compensation, the non-exclusive right to cause or authorize the fixing of the Composition in and as part of the Picture on "Videograms" (including, without limitation, video cassettes, video tapes, laserdiscs, DVDs, Blu-ray discs and similar compact audio-visual devices), to use and authorize the use of such Videograms for any of the purposes, uses and performances set forth in this License and to sell, lease, license or otherwise make such Videograms available to the public as a device intended primarily for "home use".

6.4 Licensor hereby grants to Licensee, throughout the Territory, for no additional compensation, the non-exclusive right to cause or authorize the fixing of the Composition in and as part of the Picture in any media whatsoever now known or hereafter devised, whether capable of being viewed and/or broadcast or otherwise exhibited by means of any so-called interactive devices, computer-based devices or cable systems, including, without limitation, any interactive cable, wireless technology, including, without limitation, wireless device distribution (such as phones and PDAs), wireless access protocol, multipoint distribution service (MDS), multichannel multipoint distribution service (MMDS) and VOD, or any other future storage, delivery and/or retrieval system.

7. Advertising/Promotion/Extras. Licensee has the right to exploit the Composition in and in connection with all advertising and publicity for the Picture, including, without limitation, the right to use the Composition in trailers, "making of" documentaries and other promotional films and videos, and other screen, radio, home video, disc and television advertisements, DVD menus, websites, and other so-called added-value materials, whether "in-context" or "out-of-context" as the Composition is incorporated into the Picture.

8. Representations and Warranties. Licensor represents and warrants that: (i) Licensor owns or controls all publishing rights in and to the Composition and has the sole right to grant this License; (ii) no additional payments, royalties or consents of any party are required in connection with Licensee's use of the Composition as herein authorized or use of any of the rights granted herein; (iii) the use of the Composition hereunder shall not infringe upon or violate any rights of any third party; and (iv) Licensor shall indemnify Licensee, its employees, its associates (including, but not limited to, any financiers or distributors), successors, designees, licensees and assigns, from any and all claims, demands, suits, losses, costs, expenses (including reasonable counsel fees), damages or recoveries which may be obtained against, imposed upon or suffered by the Licensee, its employees, its associates, successors, designees, licensees and assigns, by reason of Licensor's breach, in whole or in part, of any of the representations and warranties herein contained.

9. Assignment. Licensee shall have the right to transfer or assign all its rights and/or obligations pursuant to this License to any other person, corporation or entity and shall be relieved of its obligations to Licensor hereunder to the extent such person, corporation or entity assumes Licensee's obligations hereunder.

10. Notices. All notices hereunder shall be addressed to the addresses set forth on the first page hereof, or to such other address as an addressee may designate in writing. Any notice will be deemed received at the earlier of the date actually received or five days after it is mailed.

11. Equitable Remedies. Licensor's rights and remedies in the event of any breach of this License by Licensee will be limited to the right, if any, to seek to recover money damages in an action at law, and in no event will Licensor be entitled by reason of any such breach to terminate this License or to seek injunctive or any other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the Picture or any subsidiary or ancillary rights in connection therewith.

12. Additional Provisions. Paragraph headings used in this License are for convenience only and are not to be deemed a part of this License. This License shall be governed by and subject to the laws of the State of California applicable to agreements made within the state, exclusive of conflicts-of-laws principles. This License sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified, amended, terminated or discharged unless confirmed in writing by all parties hereto. The invalidity of any provision of this license shall not affect the validity of the remaining provisions. This License is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of _____, 201_.

LICENSOR:

LICENSEE:

By: _____
Authorized Representative

By: _____
Authorized Representative

_____, 2014

[NAME]
[ADDRESS]
[ADDRESS]

Dear _____:

I am writing to set forth the basic terms that will apply to your engagement of Sloss Eckhouse LawCo LLP regarding your entertainment-related projects and to describe our billing policies.

Hourly rates are not the sole determinant of our fees, but they are a major factor to which we refer in determining our monthly billings. Our current hourly rates are as follows:

Partners:

John Sloss - \$

Jacqueline Eckhouse - \$

Jerry Dasti - \$

Of Counsel:

Josh Grier - \$

Associates:

Bethany Haynes - \$

Jaime Herman - \$

Sarah Hong - \$

Alexis Tucker - \$

These rates are subject to change. We will bill for disbursements along with our fees.

We will require a retainer payment in the amount of \$_____. Your monthly bills, if any, will be deducted from such retainer. Following completion of the engagement, the balance of your retainer, if any, will be returned to you. The amount of the retainer should not be construed as an estimate of our fees on a particular matter or matters.

Prompt collection of receivables is as important to our firm as to any other business. Therefore we ask that you agree that, subject to our ethical and professional obligations, the firm may terminate its legal services and withdraw from this engagement in the event our fee statements are not paid in a timely manner, which we generally consider to be within 30 days of issue.

We also ask that you acknowledge and agree that from time to time we may represent clients or take positions which are adverse or potentially adverse to you, and that you will not assert our representation of you in any such matter as a conflict of interest or other basis for disqualification of our firm in any other matter that is not substantially related thereto. We agree that we shall disclose any such adverse or potentially adverse matters to you in an appropriately timely manner.

If your matters involve dates and/or deadlines that require action by you or a third party, you should calendar the same, since we will not maintain calendars of such dates or remind you of such dates.

We are, of course, delighted to be asked to provide services to you, and we are looking forward to working with you on this engagement. If you ever wish to discuss any matter relating to our representation, please do not hesitate to call me.

I would appreciate it if you would review the terms of this letter carefully and, if they are acceptable to you, so indicate by returning a signed copy of this letter to me at your earliest convenience. If you have any questions concerning these matters, please do not hesitate to let me know.

Sincerely,

SLOSS ECKHOUSE LAWCO LLP

[PARTNER NAME]

AGREED AND ACCEPTED:

By: _____
[CLIENT NAME]

Date

NY CLS EPTL § 7-7.1

This section is current through 2014 released chapters 1-329, 332, 340, 343, 345, 349, 350

New York Consolidated Laws Service > ESTATES, POWERS AND TRUSTS LAW > ARTICLE 7. TRUSTS > PART 7. CHILD PERFORMER TRUST ACCOUNT

§ 7-7.1. [.] ^[1]Child performer trust account

1. Scope. This section applies to contracts pursuant to which a child performer:
 - (a) is employed or agrees to render artistic or creative services for a fee, either directly or through a third-party individual or personal services corporation (loan-out company), or through an agency or service that provides artistic or creative services (casting agency); and
 - (b) agrees to purchase, or otherwise secure, sell, lease, or otherwise dispose of literary, musical, or dramatic properties, or use of a person's likeness, voice recording, performance, or story of or incidents in his or her life, either tangible or intangible, or any other rights therein for use in motion pictures, television, the production of sound recordings in any format now known or hereafter devised, the legitimate or living stage, or otherwise in the entertainment field.
2. Establishment of child performer trust account.
 - (a) Employer. Within thirty days following the final day of employment, except when the performance contract is a period longer than thirty days, a child performer's employer is required to transfer fifteen percent of gross earnings to the custodian of the child performer's child performer trust account. When the employment is longer than thirty days, the employer shall make the required transfer every payroll period. Transfers must conform with part six of this article. The use of an instrument to make the transfer which substantially conforms with section 7-6.9 is sufficient. If the child performer's employer has not been notified within fifteen days of the commencement of employment of the existence of a child performer trust account, or no such account has been established, then the child performer's employer shall transfer such monies together with the child performer's name and last known address to the state comptroller for placement into the child performer's holding fund established in section ninety-nine-k of the state finance law and such monies shall be administered by the state comptroller. Once transfers have been made to the child performer's trust account or the child performer's holding fund, as required by this subdivision, the child performer's employer has no further duty under this section.
 - (b) Custodian and guardian. Within fifteen days of the commencement of employment the child performer's guardian or custodian must establish a child performer trust account in accordance with part six of this article, unless an account has previously been established. Once the child performer trust account has been established the child performer's guardian or custodian shall notify the child performer's employer of the existence of the account and any additional information required to make transfers. The custodian of the account shall promptly notify the child performer's employer of any change in facts which affect the employer's obligation to set aside funds under this section. Upon request of the parent, legal guardian or the child performer's guardian ad litem, the custodian may require the child performer's employer to transfer more than fifteen percent of the gross earnings to the child performer trust account. The child performer's parent or legal guardian may serve as custodian. Once the child performer trust account balance reaches two hundred fifty thousand dollars or more a trust company shall be appointed as custodian of the account.
 - (c) Termination of child performer trust account. The child performer may terminate the child performer trust account upon reaching the age of eighteen.
3. Standard for child performer trust accounts. Custodian management of funds which are required to be placed into a child performer trust account shall be subject to part six of this article, in all respects except as provided in this section.

^[1] [n1] The bracketed punctuation has been inserted by the Publisher.

History

Add, L. 2003, ch 630, § 4, eff March 28, 2004 (see 2003 note below).

Annotations

Notes

Editor's Notes

Laws 2003, ch 630, §§ 1 and 2 , eff March 28, 2004, provide as follows:

Section 1. Legislative intent. It is the intention of this legislature to ensure that child performers who work in the state of New York and child performers who reside in the state of New York are provided with adequate education, and that a portion of the child performers' earnings are kept in trust until the age of majority. Through the comprehensive permit requirements of child performers, and certification of employers, the department of labor will be able to monitor and enforce violations of child performers' rights to education provided under the laws of the state of New York. Additionally, the department of labor will enforce the requirement of a child performer trust account to be established pursuant to this act for the purpose of protecting child performers' earnings.

2. This act shall be known and may be cited as the "Child performer education and trust act of 2003".

NEW YORK CONSOLIDATED LAW SERVICE

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Child performer education and trust act of 2003, 2003 N.Y. A.N. 7510

Enacted. September 30, 2003

Reporter

2003 N.Y. ALS 630; 2003 N.Y. LAWS 630; 2003 N.Y. A.N. 7510

NEW YORK ADVANCE LEGISLATIVE SERVICE > NEW YORK 226TH ANNUAL LEGISLATIVE SESSION
2003-2004 Regular Sessions > CHAPTER 630 > ASSEMBLY BILL 7510

Notice

▶ [A> UPPERCASE TEXT WITHIN THESE SYMBOLS IS ADDED <A]
[D> Text within these symbols is deleted <D]

Synopsis

AN ACT to amend the estates, powers and trusts law, in relation to establishment of child performer trust accounts for child performers; to amend the labor law, in relation to the employment and education of child performers; to amend the arts and cultural affairs law, in relation to permits issued to child performers; and to amend the state finance law, in relation to establishing the child performer's protection fund and the child performer's holding fund

Text

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS
FOLLOWS:

Section 1. Legislative intent. It is the intention of this legislature to ensure that child performers who work in the state of New York and child performers who reside in the state of New York are provided with adequate education, and that a portion of the child performers' earnings are kept in trust until the age of majority. Through the comprehensive permit requirements of child performers, and certification of employers, the department of labor will be able to monitor and enforce violations of child performers' rights to education provided under the laws of the state of New York. Additionally, the department of labor will enforce the requirement of a child performer trust account to be established pursuant to this act for the purpose of protecting child performers' earnings.

Section 2. This act shall be known and may be cited as the "Child performer education and trust act of 2003".

Section 3. Part 6 and section 7-6.1 of article 7 of the estates, powers and trusts law, as added by chapter 159 of the laws of 1996, are renumbered part 8 and section 7-8.1.

Section 4. Article 7 of the estates, powers and trusts law is amended by adding a new part 7 to read as follows:

[A> PART 7. <A]

[A> CHILD PERFORMER TRUST ACCOUNT <A]

[A> SECTION 7-7.1 CHILD PERFORMER TRUST ACCOUNT. <A]

[A> SECTION 7-7.1 CHILD PERFORMER TRUST ACCOUNT 1. SCOPE. THIS SECTION APPLIES TO
CONTRACTS PURSUANT TO WHICH A CHILD PERFORMER: <A]

[A> (A) IS EMPLOYED OR AGREES TO RENDER ARTISTIC OR CREATIVE SERVICES FOR A FEE, EITHER
DIRECTLY OR THROUGH A THIRD-PARTY INDIVIDUAL OR PERSONAL SERVICES CORPORATION
(LOAN-OUT COMPANY), OR THROUGH AN AGENCY OR SERVICE THAT PROVIDES ARTISTIC OR
CREATIVE SERVICES (CASTING AGENCY); AND (B) AGREES TO PURCHASE, OR OTHERWISE SECURE,
SELL, LEASE, OR OTHERWISE DISPOSE OF LITERARY, MUSICAL, OR DRAMATIC PROPERTIES, OR USE
OF A PERSON'S LIKENESS, VOICE RECORDING, PERFORMANCE, OR STORY OF OR INCIDENTS IN HIS
OR HER LIFE, EITHER TANGIBLE OR INTANGIBLE, OR ANY OTHER RIGHTS THEREIN FOR USE IN

MOTION PICTURES, TELEVISION, THE PRODUCTION OF SOUND RECORDINGS IN ANY FORMAT NOW KNOWN OR HEREAFTER DEvised, THE LEGITIMATE OR LIVING STAGE, OR OTHERWISE IN THE ENTERTAINMENT FIELD. <A]

[A> 2. ESTABLISHMENT OF CHILD PERFORMER TRUST ACCOUNT. (A) EMPLOYER. WITHIN THIRTY DAYS FOLLOWING THE FINAL DAY OF EMPLOYMENT, EXCEPT WHEN THE PERFORMANCE CONTRACT IS A PERIOD LONGER THAN THIRTY DAYS, A CHILD PERFORMER'S EMPLOYER IS REQUIRED TO TRANSFER FIFTEEN PERCENT OF GROSS EARNINGS TO THE CUSTODIAN OF THE CHILD PERFORMER'S CHILD PERFORMER TRUST ACCOUNT. WHEN THE EMPLOYMENT IS LONGER THAN THIRTY DAYS, THE EMPLOYER SHALL MAKE THE REQUIRED TRANSFER EVERY PAYROLL PERIOD. TRANSFERS MUST CONFORM WITH PART SIX OF THIS ARTICLE. THE USE OF AN INSTRUMENT TO MAKE THE TRANSFER WHICH SUBSTANTIALLY CONFORMS WITH SECTION 7-6.9 IS SUFFICIENT. IF THE CHILD PERFORMER'S EMPLOYER HAS NOT BEEN NOTIFIED WITHIN FIFTEEN DAYS OF THE COMMENCEMENT OF EMPLOYMENT OF THE EXISTENCE OF A CHILD PERFORMER TRUST ACCOUNT, OR NO SUCH ACCOUNT HAS BEEN ESTABLISHED, THEN THE CHILD PERFORMER'S EMPLOYER SHALL TRANSFER SUCH MONIES TOGETHER WITH THE CHILD PERFORMER'S NAME AND LAST KNOWN ADDRESS TO THE STATE COMPTROLLER FOR PLACEMENT INTO THE CHILD PERFORMER'S HOLDING FUND ESTABLISHED IN SECTION NINETY-NINE-K OF THE STATE FINANCE LAW AND SUCH MONIES SHALL BE ADMINISTERED BY THE STATE COMPTROLLER. ONCE TRANSFERS HAVE BEEN MADE TO THE CHILD PERFORMER'S TRUST ACCOUNT OR THE CHILD PERFORMER'S HOLDING FUND, AS REQUIRED BY THIS SUBDIVISION, THE CHILD PERFORMER'S EMPLOYER HAS NO FURTHER DUTY UNDER THIS SECTION. <A]

[A> (B) CUSTODIAN AND GUARDIAN. WITHIN FIFTEEN DAYS OF THE COMMENCEMENT OF EMPLOYMENT THE CHILD PERFORMER'S GUARDIAN OR CUSTODIAN MUST ESTABLISH A CHILD PERFORMER TRUST ACCOUNT IN ACCORDANCE WITH PART SIX OF THIS ARTICLE, UNLESS AN ACCOUNT HAS PREVIOUSLY BEEN ESTABLISHED. ONCE THE CHILD PERFORMER TRUST ACCOUNT HAS BEEN ESTABLISHED THE CHILD PERFORMER'S GUARDIAN OR CUSTODIAN SHALL NOTIFY THE CHILD PERFORMER'S EMPLOYER OF THE EXISTENCE OF THE ACCOUNT AND ANY ADDITIONAL INFORMATION REQUIRED TO MAKE TRANSFERS. THE CUSTODIAN OF THE ACCOUNT SHALL PROMPTLY NOTIFY THE CHILD PERFORMER'S EMPLOYER OF ANY CHANGE IN FACTS WHICH AFFECT THE EMPLOYER'S OBLIGATION TO SET ASIDE FUNDS UNDER THIS SECTION. UPON REQUEST OF THE PARENT, LEGAL GUARDIAN OR THE CHILD PERFORMER'S GUARDIAN AD LITEM, THE CUSTODIAN MAY REQUIRE THE CHILD PERFORMER'S EMPLOYER TO TRANSFER MORE THAN FIFTEEN PERCENT OF THE GROSS EARNINGS TO THE CHILD PERFORMER TRUST ACCOUNT. THE CHILD PERFORMER'S PARENT OR LEGAL GUARDIAN MAY SERVE AS CUSTODIAN. ONCE THE CHILD PERFORMER TRUST ACCOUNT BALANCE REACHES TWO HUNDRED FIFTY THOUSAND DOLLARS OR MORE A TRUST COMPANY SHALL BE APPOINTED AS CUSTODIAN OF THE ACCOUNT. <A]

[A> (C) TERMINATION OF CHILD PERFORMER TRUST ACCOUNT. THE CHILD PERFORMER MAY TERMINATE THE CHILD PERFORMER TRUST ACCOUNT UPON REACHING THE AGE OF EIGHTEEN. <A]

[A> 3. STANDARD FOR CHILD PERFORMER TRUST ACCOUNTS. CUSTODIAN MANAGEMENT OF FUNDS WHICH ARE REQUIRED TO BE PLACED INTO A CHILD PERFORMER TRUST ACCOUNT SHALL BE SUBJECT TO PART SIX OF THIS ARTICLE, IN ALL RESPECTS EXCEPT AS PROVIDED IN THIS SECTION. <A]

Section 5. The labor law is amended by adding a new article 4-A to read as follows:

[A> ARTICLE 4-A <A]

[A> EMPLOYMENT AND EDUCATION OF CHILD PERFORMERS <A]

[A> SECTION 150. DEFINITIONS. <A]

[A> 151. EMPLOYMENT REQUIREMENTS. <A]

[A> 152. EDUCATIONAL REQUIREMENT. <A]

[A> 153. ENFORCEMENT OF VIOLATIONS; CIVIL PENALTIES. <A]

[A> SECTION 150. DEFINITIONS. FOR THE PURPOSE OF THIS ARTICLE: <A]

[A> 1. "ARTISTIC OR CREATIVE SERVICES" SHALL INCLUDE, BUT ARE NOT LIMITED TO, SERVICES AS AN ACTOR, ACTRESS, DANCER, MUSICIAN, COMEDIAN, SINGER, STUNT-PERSON, VOICE-OVER ARTIST, OR OTHER PERFORMER OR ENTERTAINER, OR AS A SONGWRITER, MUSICAL PRODUCER OR ARRANGER, WRITER, DIRECTOR, PRODUCER, PRODUCTION EXECUTIVE, CHOREOGRAPHER, COMPOSER, CONDUCTOR, OR DESIGNER. <A]

[A> 2. "CHILD PERFORMER" SHALL MEAN ANY CHILD UNDER THE AGE OF EIGHTEEN WHO (A) RESIDES IN THE STATE OF NEW YORK AND WHO AGREES TO RENDER ARTISTIC OR CREATIVE SERVICES; OR (B) AGREES TO RENDER ARTISTIC OR CREATIVE SERVICES IN THE STATE OF NEW YORK. <A]

[A> 3. "CHILD PERFORMER'S EMPLOYER" SHALL MEAN A PERSON OR ENTITY WHICH EMPLOYS A CHILD PERFORMER TO FURNISH ARTISTIC OR CREATIVE SERVICES FOR A FEE EITHER DIRECTLY OR THROUGH A THIRD-PARTY PROVIDER (LOAN-OUT COMPANY) OR AN AGENCY OR SERVICE THAT PROVIDES ARTISTIC OR CREATIVE SERVICES (CASTING AGENCY). <A]

[A> 4. "CHILD PERFORMER TRUST ACCOUNT" SHALL MEAN AN ACCOUNT ESTABLISHED FOR THE BENEFIT OF A CHILD PERFORMER IN ACCORDANCE WITH PART SEVEN OF ARTICLE SEVEN OF THE ESTATES, POWERS AND TRUSTS LAW. <A]

[A> 5. "GROSS EARNINGS" SHALL MEAN THE TOTAL COMPENSATION PRIOR TO TAXES, DEDUCTIONS, OR COMMISSIONS PAYABLE TO A CHILD PERFORMER PURSUANT TO A CONTRACT OR IN THE CASE OF A THIRD-PARTY INDIVIDUAL OR PERSONAL SERVICES CORPORATION (LOAN-OUT COMPANY), THE TOTAL COMPENSATION PAID TO THE THIRD-PARTY FOR THE SERVICES OF THE CHILD PERFORMER. HOWEVER, WHERE THE CHILD PERFORMER IS EMPLOYED AS A MUSICIAN, SINGER, SONGWRITER, MUSICAL PRODUCER, OR ARRANGER IT MEANS THE TOTAL COMPENSATION UNDER THE CONTRACT INCLUDING ADVANCES BUT EXCLUDING DEDUCTIONS TO OFFSET THOSE ADVANCES OR OTHER EXPENSES INCURRED BY THE EMPLOYER PURSUANT TO THE CONTRACT. <A]

[A> 6. "PERMIT" SHALL REFER TO THE DOCUMENTATION ISSUED BY THE DEPARTMENT TO A CHILD PERFORMER PURSUANT TO THIS ARTICLE. <A]

[A> 7. "CERTIFICATE OF ELIGIBILITY" SHALL REFER TO THE DOCUMENTATION ISSUED BY THE DEPARTMENT TO AN EMPLOYER OF A CHILD PERFORMER PURSUANT TO THIS ARTICLE. <A]

[A> 8. "EMPLOYMENT SCHEDULE" SHALL MEAN THE TIME THAT A CHILD PERFORMER IS REQUIRED TO BE PRESENT AT THE ACTUAL PLACE OF EMPLOYMENT, EXCLUDING TRAVEL. <A]

[A> SECTION 151. EMPLOYMENT REQUIREMENTS. 1. EMPLOYMENT PERMITS FOR CHILD PERFORMERS SHALL BE VALID FOR SIX MONTHS FROM THE DATE OF ISSUANCE. TO POSSESS A CHILD PERMIT IN GOOD STANDING, A CHILD PERFORMER SHALL PROVIDE EVIDENCE EACH SEMESTER TO THE DEPARTMENT DEMONSTRATING THAT SUCH CHILD IS MAINTAINING SATISFACTORY ACADEMIC PERFORMANCE AS DETERMINED BY THE CHILD PERFORMER'S SCHOOL OF ENROLLMENT PURSUANT TO STATE LAW. AT THE TIME A CHILD PERFORMER APPLIES FOR AN EMPLOYMENT PERMIT, THE COMMISSIONER SHALL INFORM THE CHILD PERFORMER OF THE CHILD PERFORMER TRUST REQUIREMENTS. THE COMMISSIONER SHALL PROVIDE A NOTICE IN BOLD

TWELVE POINT TYPE TO READ AS FOLLOWS: "NEW YORK STATE LAW REQUIRES FIFTEEN PERCENT OF A CHILD PERFORMER'S EARNINGS TO BE PLACED IN TRUST IN ACCORDANCE WITH PART 7 OF ARTICLE 7 OF THE ESTATES, POWERS AND TRUSTS LAW. THE CHILD PERFORMER'S PARENTS OR GUARDIAN MUST ESTABLISH THE CHILD PERFORMER TRUST ACCOUNT TO COMPLY WITH THIS REQUIREMENT. THE CHILD'S PARENTS OR GUARDIAN MUST PROVIDE THE CHILD PERFORMER'S EMPLOYER WITH THE INFORMATION NECESSARY TO TRANSFER THESE MONIES TO THE ACCOUNT. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL PREVENT THE DEPARTMENT OF LABOR FROM RENEWING THE CHILD'S PERMIT TO WORK AS A CHILD PERFORMER." <A]

[A> 2. PRIOR TO EMPLOYMENT OF A CHILD PERFORMER, EVERY PERSON, OR AGENT OR OFFICER OF ANY ENTITY EMPLOYING A CHILD PERFORMER SHALL RECEIVE A CERTIFICATE OF ELIGIBILITY TO EMPLOY A CHILD PERFORMER FROM THE DEPARTMENT. EACH APPLICATION FOR INITIAL REGISTRATION SHALL BE ACCOMPANIED BY A FEE DETERMINED BY THE COMMISSIONER IN AN AMOUNT SUFFICIENT IN THE AGGREGATE TO DEFRAY THE DEPARTMENT'S COSTS OF ADMINISTERING THE REGISTRATION PROGRAM, PROVIDED, THAT SUCH FEE SHALL NOT EXCEED THREE HUNDRED FIFTY DOLLARS FOR INITIAL REGISTRATION OR TWO HUNDRED DOLLARS FOR REGISTRATION RENEWAL. COMPANIES THAT OPERATE THEATERS OF FOUR HUNDRED NINETY-NINE SEATS OR FEWER SHALL PAY NO MORE THAN TWO HUNDRED DOLLARS FOR AN INITIAL AND RENEWAL CERTIFICATES. AN EMPLOYERS' CERTIFICATE OF ELIGIBILITY SHALL BE RENEWED EVERY THREE YEARS. <A]

[A> 3. EVERY PERSON, OR AGENT OR OFFICER, EMPLOYING CHILD PERFORMERS, EITHER DIRECTLY OR INDIRECTLY THROUGH THIRD PERSONS, SHALL KEEP ON FILE ALL PERMITS AND CERTIFICATES, EITHER TO WORK OR TO EMPLOY, ISSUED UNDER THIS ARTICLE OR PURSUANT TO THE EDUCATION LAW. THE FILES SHALL BE OPEN AT ALL TIMES TO THE INSPECTION OF THE SCHOOL ATTENDANCE AND PROBATION OFFICERS, THE STATE BOARD OF EDUCATION, AND THE DEPARTMENT. NO SUCH AUTHORITY SHALL BE DENIED ENTRANCE TO SUCH PLACE OF EMPLOYMENT OF CHILD PERFORMERS. IF SUCH AUTHORITY IS DENIED ENTRANCE TO SUCH PLACE OF EMPLOYMENT, OR IF ANY VIOLATIONS OF LAWS RELATING TO THE EMPLOYMENT OF CHILD PERFORMERS ARE FOUND TO EXIST, SUCH AUTHORITY SHALL REPORT THE VIOLATION TO THE DEPARTMENT. SUCH REPORT SHALL BE MADE WITHIN FORTY-EIGHT HOURS AND SHALL BE IN WRITING, SETTING FORTH THE FACT THAT HE OR SHE HAS GOOD CAUSE TO BELIEVE THAT SUCH LAWS ARE BEING VIOLATED IN SUCH PLACE OF EMPLOYMENT AND DESCRIBING THE NATURE OF THE VIOLATION. <A]

[A> 4. (A) THE WORK PERMIT OF A CHILD PERFORMER IN THE ENTERTAINMENT INDUSTRY SHALL NOT BE RENEWED, NOR SHALL A SUBSEQUENT WORK PERMIT BE ISSUED, UNLESS THE PARENT OR GUARDIAN DEMONSTRATES TO THE DEPARTMENT THAT A CHILD PERFORMER TRUST ACCOUNT IN ACCORDANCE WITH PART SEVEN OF ARTICLE SEVEN OF THE ESTATES, POWERS AND TRUSTS LAW HAS BEEN ESTABLISHED FOR THE BENEFIT OF THE CHILD PERFORMER. <A]

[A> (B) THE LIMITATION SET FORTH IN PARAGRAPH (A) OF THIS SUBDIVISION SHALL NOT APPLY TO THE ISSUANCE OF AN EMPLOYER'S CERTIFICATE OF ELIGIBILITY OR TO A CHILD PERFORMER COVERED BY AN EMPLOYER'S CERTIFICATE OF ELIGIBILITY WHO SUBSEQUENTLY SEEKS TO OBTAIN AN INITIAL INDIVIDUAL PERMIT TO WORK. 5. FAILURE TO PRODUCE ANY PERMIT OR CERTIFICATE EITHER TO WORK OR TO EMPLOY IS PRIMA FACIE EVIDENCE OF THE ILLEGAL EMPLOYMENT OF ANY CHILD PERFORMER WHOSE PERMIT OR CERTIFICATE IS NOT PRODUCED. PROOF THAT ANY PERSON WAS THE MANAGER OR SUPERINTENDENT OF ANY PLACE OF EMPLOYMENT SUBJECT TO THE PROVISIONS OF THIS ARTICLE AT THE TIME ANY CHILD PERFORMER IS ALLEGED TO HAVE BEEN EMPLOYED THEREIN IN VIOLATION THEREOF, IS PRIMA FACIE EVIDENCE THAT THE PERSON EMPLOYED OR PERMITTED THE CHILD PERFORMER TO WORK. THE SWORN STATEMENT OF THE COMMISSIONER, OR HIS OR HER DEPUTY OR AGENTS, AS TO THE AGE OF ANY CHILD PERFORMER AFFECTED BY THIS ARTICLE IS PRIMA FACIE EVIDENCE OF THE AGE OF SUCH CHILD. <A]

[A> SECTION 152. EDUCATIONAL REQUIREMENT. 1. A CHILD PERFORMER SHALL FULFILL EDUCATIONAL REQUIREMENTS AS SET FORTH IN PART ONE OF ARTICLE SIXTY-FIVE OF THE EDUCATION LAW. IF A CHILD PERFORMER IS UNABLE TO MEET SUCH EDUCATIONAL REQUIREMENTS DUE TO HIS OR HER EMPLOYMENT SCHEDULE. THE EMPLOYER SHALL BE REQUIRED TO COMPLY WITH SUBDIVISION TWO OF THIS SECTION. <A]

[A> 2. (A) ANY PERSON, OR AGENT OR OFFICER EMPLOYING, EITHER DIRECTLY OR INDIRECTLY THROUGH A THIRD PERSON, A CHILD PERFORMER CERTIFIED PURSUANT TO THIS ARTICLE SHALL PROVIDE A TEACHER, WHO IS EITHER CERTIFIED OR HAS CREDENTIALS RECOGNIZED BY THE STATE OF NEW YORK, TO SUCH CHILD PERFORMER TO FULFILL EDUCATIONAL REQUIREMENTS PURSUANT TO THE EDUCATION LAW. SUCH CHILD PERFORMER SHALL NOT BE DECLARED ABSENT FROM SCHOOL WHILE WORKING PURSUANT TO THE PERMIT REQUIREMENT IN ACCORDANCE WITH THIS ARTICLE. THE REQUIREMENTS OF THIS SECTION SHALL ONLY BE APPLICABLE WHEN THE CHILD PERFORMER IS NOT RECEIVING EDUCATIONAL INSTRUCTION DUE TO HIS OR HER EMPLOYMENT SCHEDULE. <A]

[A> (B) A CHILD PERFORMER RECEIVING EDUCATIONAL INSTRUCTION PURSUANT TO THIS SUBDIVISION, AND SUCH CHILD'S PARENTS OR GUARDIANS, SHALL WORK WITH THE CERTIFIED TEACHER PROVIDED TO THE CHILD PERFORMER AND THE CHILD'S SCHOOL OF ENROLLMENT TO FULFILL SUCH EDUCATIONAL REQUIREMENTS. <A]

[A> 3. NO MINOR HAVING A PERMIT TO WORK ISSUED BY THE DEPARTMENT AND NO MINOR UNDER EIGHTEEN YEARS OF AGE. WHO IS OTHERWISE REQUIRED BY LAW TO BE ENROLLED AND ATTEND SCHOOL, SHALL BE WITHOUT EDUCATIONAL INSTRUCTION AND UNEMPLOYED FOR A PERIOD LONGER THAN TEN CONSECUTIVE DAYS WHILE THE SCHOOL OF ENROLLMENT IS IN SESSION. <A]

[A> SECTION 153. ENFORCEMENT OF VIOLATIONS; CIVIL PENALTIES. IF THE COMMISSIONER FINDS THAT A CHILD PERFORMER'S EMPLOYER HAS VIOLATED ANY PROVISION OF THIS ARTICLE OR OF A RULE OR REGULATION PROMULGATED THEREUNDER. THE COMMISSIONER MAY BY AN ORDER WHICH SHALL DESCRIBE PARTICULARLY THE NATURE OF THE VIOLATION, ASSESS SUCH EMPLOYER A CIVIL PENALTY OF NOT MORE THAN ONE THOUSAND DOLLARS FOR THE FIRST VIOLATION, NOT MORE THAN TWO THOUSAND DOLLARS FOR A SECOND VIOLATION AND NOT MORE THAN THREE THOUSAND DOLLARS FOR A THIRD OR SUBSEQUENT VIOLATION. SUCH PENALTY SHALL BE PAID TO THE COMMISSIONER AND PLACED INTO THE CHILD PERFORMER'S PROTECTION FUND ESTABLISHED IN SECTION NINETY-NINE-J OF THE STATE FINANCE LAW AND ADMINISTERED BY THE DEPARTMENT. MONIES ACCREDITED TO THE CHILD PERFORMER'S PROTECTION FUND SHALL BE UTILIZED FOR THE PURPOSE OF THIS ARTICLE. THE DEPARTMENT SHALL PROMULGATE RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE CHILD PERFORMER'S PROTECTION FUND. <A]

Section 6. Subdivision 4 of section 35.01 of the arts and cultural affairs law is amended to read as follows:

4. A child performer permit shall be issued by the [D> mayor or other chief executive officer of the city, town or village where the exhibition, rehearsal or performance will take place <D] [A> STATE DEPARTMENT OF LABOR <A] .

Section 7. The state finance law is amended by adding two new sections 99-j and 99-k to read as follows:

[A> SECTION 99-J. CHILD PERFORMER'S PROTECTION FUND. 1. THERE IS HEREBY ESTABLISHED IN THE JOINT CUSTODY OF THE STATE COMPTROLLER AND THE COMMISSIONER OF TAXATION AND FINANCE A SPECIAL REVENUE FUND KNOWN AS THE "CHILD PERFORMER'S PROTECTION FUND". <A]

[A> 2. SUCH FUND SHALL CONSIST OF THE REVENUES RECEIVED PURSUANT TO ARTICLE FOUR-A OF THE LABOR LAW, PART SEVEN OF ARTICLE SEVEN OF THE ESTATES, POWERS AND TRUSTS LAW, AND ALL OTHER MONIES APPROPRIATED, CREDITED, OR TRANSFERRED THERETO FROM ANY OTHER FUND OR SOURCE PURSUANT TO LAW. <A]

[A> 3. MONIES OF THE FUND SHALL BE EXPENDED BY THE COMMISSIONER OF LABOR SOLELY FOR THE PURPOSE OF ADMINISTERING ARTICLE FOUR-A OF THE LABOR LAW. <A]

[A> SECTION 99-K. CHILD PERFORMER'S HOLDING FUND. 1. THERE IS HEREBY ESTABLISHED IN THE JOINT CUSTODY OF THE STATE COMPTROLLER AND THE COMMISSIONER OF TAXATION AND FINANCE A SPECIAL REVENUE FUND KNOWN AS THE "CHILD PERFORMER'S HOLDING FUND". <A]

[A> 2. SUCH FUND SHALL CONSIST OF REVENUES RECEIVED AND INTEREST ACCRUED PURSUANT TO PART SEVEN OF ARTICLE SEVEN OF THE ESTATES, POWERS AND TRUSTS LAW, AND ALL OTHER MONIES APPROPRIATED, CREDITED, OR TRANSFERRED THERETO FROM ANY OTHER FUND OR SOURCE PURSUANT TO LAW. <A]

[A> 3. MONIES OF THE FUND SHALL BE DISTRIBUTED TO THE CHILD PERFORMER UPON RECEIPT OF THE CHILD PERFORMER TRUST FUND PURSUANT TO PART SEVEN OF ARTICLE SEVEN OF THE ESTATES, POWERS AND TRUSTS LAW. THE COMPTROLLER SHALL NOTIFY THE COMMISSIONER OF THE DEPARTMENT OF LABOR WITHIN THIRTY DAYS OF RECEIPT OF THE FUNDS AND THE CHILD PERFORMER'S NAME AND LAST KNOWN ADDRESS. WITHIN THIRTY DAYS OF RECEIPT OF THE FUNDS, THE COMPTROLLER SHALL GIVE NOTICE TO THE PARENT OR GUARDIAN ABOUT FUNDS AND THE PROCEDURES TO TRANSFER FUNDS FROM THE COMPTROLLER TO THE CHILD PERFORMER TRUST FUND ACCOUNT IN THE NAME OF THE CHILD PERFORMER. MONIES NOT CLAIMED SHALL BE USED SOLELY TO FUND PROGRAMS FOR THE HEALTH, EDUCATION AND WELFARE OF CHILD PERFORMERS. THE COMPTROLLER SHALL SUBMIT A REPORT ABOUT THE CHILD PERFORMER'S HOLDING FUND TO THE GOVERNOR, THE TEMPORARY PRESIDENT OF THE SENATE AND THE SPEAKER OF THE ASSEMBLY CONCERNING THE IMPLEMENTATION OF THIS SECTION. <A]

Section 8. This act shall take effect on the one hundred eightieth day after it shall have become a law.

History

Enacted September 30, 2003

Sponsor

Introduced by M. of A. WEINSTEIN, JOHN, MORELLE, NOLAN -- Multi-Sponsored by -- M. of A. ABBATE, BRADLEY, BRENNAN, CAHILL, A. COHEN, COOK, CYMBROWITZ, L. DIAZ, DINOWITZ, GALEF, GLICK, GREEN, GRODENCHIK, LAVELLE, McENENY, MILLMAN, O'DONNELL, PAULIN, PHEFFER, ROBINSON, SANDERS, SIDIKMAN, TOWNS, WEISENBERG -- read once and referred to the Committee on Judiciary -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- reported and referred to the Committee on Codes -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

NEW YORK ADVANCE LEGISLATIVE SERVICE
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3-35 New York Employment Law § 35.11

New York Employment Law > IV STATUTORY REGULATION > CHAPTER 35 WAGES AND HOURS

Author

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§ 35.11 Employment of Minors

[1] In General

Article 4 of the New York Labor Law and selected provisions of the Education Law regulate the employment of minors¹ in New York. The purpose of these provisions is to protect New York's children from financial and physical exploitation by employers, and to ensure their continued physical and mental well being.² The restrictions placed on the employment of minors vary depending on the age of the minor employed and the nature of the employment.

The following New York State Department of Labor chart summarizes permitted working hours for minors.

[2] Types of Work Prohibited

[a] Work Generally Prohibited

Minors are generally prohibited from performing any of the following types of work:³

- (1) caring for or operating a freight or passenger elevator;
- (2) manufacturing, packaging, or storing explosives;
- (3) operating or using any emery, tripoli, rouge, corundum, stone, silicon carbide, or any abrasive, or emery polishing or buffing wheel, where articles of the baser metals or iridium are manufactured;
- (4) work in penal or correctional institutions, if such employment relates to the custody or care of prisoners or inmates;
- (5) adjusting belts to machinery or cleaning, oiling or wiping machinery;
- (6) packing paints, dry colors, or red or white leads;
- (7) preparing any composition in which dangerous or poisonous acids are used;
- (8) operating steam boilers;
- (9) any occupation involving construction work, including wrecking, demolition, roofing or excavating operations and the painting or exterior cleaning of a building structure from an elevated surface;
- (10) any occupation involving exposure to radioactive substances or ionizing radiation, or exposure to silica or other harmful dust;
- (11) logging occupations and occupations in the operation of any sawmill, lath mill, shingle mill or cooperage-stock mill;
- (12) any occupation in or in connection with a mine or quarry;

¹ A "minor," unless otherwise specified, is a person who has not yet turned 18 years old. Lab. L. § 2.

² See People v. Ferber, 52 N.Y.2d 674, 439 N.Y.S.2d 863, 422 N.E.2d 523 (1981), rev'd on other grounds, 458 U.S. 747, 102 S. Ct. 3348, 73 L. Ed. 2d 1113 (1982).

³ Lab. L. § 133.2. See also Felder v. Old Falls Sanitation Co., 78 Misc. 2d 868, 359 N.Y.S.2d 166 (Sup. Ct. Sullivan County 1974), modified on other grounds, 47 A.D.2d 977, 366 N.Y.S.2d 687 (3d Dep't 1975), aff'd, 39 N.Y.2d 855, 386 N.Y.S.2d 214, 352 N.E.2d 131 (1976).

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- (13) any occupation involved in the operation of power-driven woodworking, metal-forming, metal-punching, metal-shearing, bakery, and paper products machines;
- (14) any occupation involved in the operation of circular saws, bandsaws and guillotine shears;
- (15) any occupation in or about a slaughter and meat-packing establishment or rendering plant;
- (16) any occupation involved in the operation of power-driven hoisting apparatus;
- (17) any occupation involved in the manufacture of brick, tile and kindred products; or
- (18) as a helper on a motor vehicle.

A sixteen or seventeen-year-old may perform these activities only pursuant to his or her enrollment in, or completion of, an apprentice or other training program approved by the New York State Commissioner of Labor.⁴ Upon completion of the program, the minor is given a certificate of completion that allows the minor to be employed in the occupation and perform the work processes specified in the certificate.⁵

[b] Minors Under Fourteen

Minors under the age of fourteen are prohibited from working in New York,⁶ with the following exceptions:⁷

- (1) child performers and child models of any age;^{7.1}
- (2) newspaper carriers, who must be at least eleven years old;
- (3) minors over twelve who are needed to work on the home farm, so long as the work is not connected with or for any trade, business, or service, if the minor is not required to attend school pursuant to the New York Education Law;⁸
- (4) minors over twelve who assist an older relative or their guardian in the sale of farm products either on the farm or at a farmer's market at times when school is not in session;⁹
- (5) minors over twelve who present a farm work permit and assist in the hand harvesting of berries, fruits and vegetables;¹⁰
- (6) minors ordered to provide services for the public good pursuant to an order of probationary supervision,

⁴ Lab. L. § 133.3(a); 12 N.Y.C.R.R. § 187 (1991).

⁵ Lab. L. § 133.3(a); 12 N.Y.C.R.R. § 187 (1991).

⁶ Lab. L. § 130. See also Vincent v. Riggi & Sons, Inc. 30 N.Y.2d 406, 334 N.Y.S.2d 380, 285 N.E.2d 689 (1972); Warney v. Board of Educ., 290 N.Y. 329 (1943).

⁷ Lab. L. § 130(2). Arts and Cultural Affairs Law § 35.05 regulates employment of minors as models.

^{7.1} Under New York Labor Law Act 4-A Section 150-154, child models (under the age of 18) now are entitled to the same protections as other young entertainers. Employers must obtain a certificate of eligibility from the Department of Labor, provide teachers if the model's schedule prevents regular schooling, and designate a "responsible person" as a chaperone for models under age 16, among other requirements. In addition, at least 15 percent of a child model's gross earnings must be placed in a trust account.

⁸ In New York, "attendance upon instruction," or school attendance, is required for children ages six to sixteen. Educ. L. § 3205. Some children, however, are not required to attend school (e.g., they have completed a full course of study prior to their sixteenth birthday, or they receive certification or permission to work full time and go to school part time). The Labor Law makes exception for these minors where employment would not be inappropriate and the minor's education would not be impaired. These exceptions are discussed throughout § 35.11[2].

⁹ The minor must either be accompanied by a parent or have the written consent of a parent or guardian. Lab. L. § 130.2(g).

¹⁰ A minor over twelve may only work at harvesting such products between June 21 and Labor Day, and for not more than four hours per day. Lab. L. § 130.2(e). In addition, the minor may not work before 7:00 a.m. or after 7:00 p.m. Lab. L. § 130.2(e). The

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placement, or conditional discharge in accordance with sections 758-a or 353.6 of the Family Court Act.

[c] Work Available to Minors Under Sixteen

[i] In General.

No child under sixteen may be employed in or assist in the following employment activities:¹¹

- (1) painting or exterior cleaning in connection with the maintenance of a building or structure;
- (2) any occupation in or in connection with a factory, except for delivery and clerical employment, as noted below;
- (3) operating washing, grinding, cutting, slicing, pressing or mixing machinery;
- (4) any employment in institutions in the Department of Mental Hygiene;¹²
- (5) certain particularly hazardous agricultural occupations.¹³

In addition, no fourteen or fifteen-year-old may work in or in connection with any trade, business, or service during any time he or she is required to attend school under the Education Law.¹⁴

During times when school attendance is not required, a fourteen or fifteen-year-old may work in any occupation other than those described above, if the minor has been issued an employment certificate or permit in accordance with the Education Law.¹⁵ However, a minor fourteen years or older may be employed in the following services without any employment certificate or permit:¹⁶

- (1) caddy on a golf course;
- (2) baby-sitting;

minor must also either be accompanied by a parent or present to the employer the written consent of a parent or party with whom he resides. Lab. L. § 130.2(e).

¹¹ Lab. L. § 133.1.

¹² However, minors fourteen or older may participate in recreation and leisure activities, social skills development, companionship and/or entertainment as part of an organized volunteer program approved by the Commissioner of Mental Hygiene. Lab. L. § 133; Ohnemus v. Pilgrim State Hosp., 22 A.D.2d 52, 253 N.Y.S.2d 457 (3d Dep't 1964).

¹³ 12 N.Y.C.R.R. §§ 190-9.1-190-9.3.

¹⁴ Lab. L. § 131.1. While the Education Law specifies the length of the school year to be 190 days inclusive of legal holidays and exclusive of Saturdays (Educ. L. § 3204 (4)), and to consist of 180 days of instruction for a district to receive state aid (Educ. L. § 3604 (7)), the actual dates of required attendance are within the discretion of the local school district. See City School District of Oswego v. Helsby, 42 A.D.2d 262, 346 N.Y.S.2d 27 (3d Dep't 1973). Even though attendance at school may be required, a minor 14 or 15 years old may work in a school cafeteria during lunch period at the school the minor attends, if the minor presents an employment certificate. Lab. L. § 131.3(g).

¹⁵ Lab. L. § 131.2. State certification of child labor is more commonly known as "working papers." See Cruz v. RKO Century Theatres, 125 A.D.2d 807, 509 N.Y.S.2d 913 (3d Dep't 1986). The certification and permit procedures and requirements are contained in Article 65 of the Education Law. They include evidence of the minor's age (Educ. L. §§ 3217 (2)(a), 3218), written consent of the parent or guardian (Educ. L. §§ 3217(2)(b), 3219), a certificate of physical fitness issued by a physician (Educ. L. §§ 3217(2)(c), 3220), a schooling record if full-time employment is sought or if the local school district requires unemployed minors age 16 and 17 to attend school (Educ. L. §§ 3217(2)(d), 3222), and a pledge of employment from the prospective employer if the local school district requires unemployed minors age 16 and 17 to attend school. Educ. L. §§ 3217(2)(a), 3221. Working papers are issued by the Department of Education, and information as to the location of the local office where certificates may be obtained is available at the minor's school or from the Superintendent of Schools in the locality. Educ. L. §§ 3215-a, 3216, 3217 (discussion of the requirements and procedures regarding the issuance of work certification and work permits).

¹⁶ Lab. L. § 131.3(a)(3).

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- (3) yard work and household chores in and about a residence or the premises of a nonprofit, noncommercial organization, but the minor cannot use any power-driven machinery;¹⁷
- (4) assisting an older relative or the minor's guardian in the sale of farm produce at the farm or at a farmer's market when school is not in session;¹⁸
- (5) work for parents or guardians either on the home farm or at other outdoor work "not connected with or for any trade, business, or service."¹⁹

A fourteen or fifteen-year-old may work on a farm if school attendance is not required and the minor has obtained a special "farm work permit."²⁰

A fifteen-year-old who is found to be incapable of profiting from further education and who presents a special employment certificate issued in accordance with the Education Law may be employed in other than factory work.²¹

[ii] Factory Employment.

Minors less than sixteen years old are generally prohibited from performing work in factories.²² However, fourteen and fifteen year olds are permitted to engage in delivery and clerical work²³ in factories, during periods when school attendance is not required, if the minors have obtained appropriate working papers. Specifically, a fourteen or fifteen-year-old with appropriate working papers may work in delivery and clerical employment:

- (1) in an office of a factory, provided that such office is enclosed and separate from the place where manufacturing is carried on, and provided that the minor is not engaged in any manufacturing operation or process; or
- (2) in or in connection with dry cleaning stores, tailor shops, shoe repair shops and similar service stores which clean, press, alter, repair or dye articles or goods belonging to the ultimate consumer, provided that such employment does not involve the use of dangerous machinery or equipment, or chemical processes.²⁴

¹⁷ Lab. L. §§ 131.3(a), 132.3(a); Educ. L. § 3215(4) Lab. L. § 131.3(a)(3).

¹⁸ The minor must either be accompanied by a parent or guardian or present the written consent of a parent or guardian to the employer. Lab. L. § 131.3(a)(4).

¹⁹ Lab. L. § 131.3(a)(5).

²⁰ Lab. L. § 131.3(f). See *Anichinapeo v. L.W. Bennett & Sons, Inc.*, 65 A.D.2d 105, 411 N.Y.S.2d 414 (3d Dep't 1978), appeal denied, 46 N.Y.2d 709, cert. denied, 444 U.S. 830, 100 S. Ct. 57, 62 L. Ed. 2d 38 (1979). The permit is valid only when signed by the minor's employer. Lab. L. § 131.3(f).

²¹ Lab. L. § 131.3(e).

²² Lab. L. § 133.1(b).

²³ "Delivery and clerical employments" is defined as employments in conveying articles or goods and employments in the performance of routine office and clerical duties (such as filing, addressing envelopes, keeping records, taking telephone messages and orders, operating non-hazardous office machines, typing, gathering and delivering messages and running errands). 12 N.Y.C.R.R. § 185.1(b).

²⁴ Lab. L. § 131.4(a). These establishments are described in the regulations as "service stores." 12 N.Y.C.R.R. § 185.1 (e). The regulations also prohibit minors from being "in close proximity" to the same dangerous items listed in the statute (12 N.Y.C.R.R. § 185.2 (d)), however the term "close proximity" is not defined in the regulations or the statute.

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A fourteen or fifteen-year-old performing delivery or clerical work at a factory must be supervised by an adult "at all times when the minor is on the premises where he is employed."²⁵ The work cannot involve any duties in workrooms where goods are manufactured or processed.²⁶ Fourteen and fifteen year olds are specifically prohibited from engaging in "manufacturing or in any manufacturing operation or process, or in shipping or preparing for shipment articles or goods manufactured in the factory."²⁷ The delivery of articles or goods weighing less than fifteen pounds is permitted,²⁸ however, except for work in relation to warehousing or storage, which a minor may not perform.²⁹

A fourteen or fifteen-year-old cannot be employed as a "motor vehicle helper in riding on a motor vehicle for the purpose of assisting in transporting or delivering articles or goods."³⁰ Furthermore, a fourteen or fifteen year old cannot be employed in any occupation that endangers his life or limb, or injures his health.³¹

[iii] Hours of Work.

When school is in session, a fourteen or fifteen-year-old enrolled in school cannot work more than three hours on any school day; eight hours on a non-school day; eighteen hours a week; six days a week; or after 7:00 p.m. or before 7:00 a.m.³² When school is not in session, a fourteen or fifteen-year-old may not work more than eight hours a day; six days a week; 40 hours in a week; or after 7:00 p.m. or before 7:00 a.m.³³

A fourteen or fifteen-year-old who is enrolled in a supervised work study program approved by the Commissioner of Education may be employed when such program is in session for up to three hours on any school day; eight hours on any day when school is not in session; 23 hours a week; six days a week; and after 7:00 a.m. or before 7:00 p.m.³⁴

These restrictions on work hours do not apply to newspaper carriers, farm labor, child performers, child models, or baby-sitters.³⁵

[d] Minors Sixteen or Seventeen Years Old

²⁵ 12 N.Y.C.R.R. § 185.2(g).

²⁶ 12 N.Y.C.R.R. § 185.2(b), Educ. L. § 3225. See also Educ. L. § 3208, 8 N.Y.C.R.R. 101.1-101.6. (describing procedures for determining when a fifteen-year-old will no longer benefit from instruction).

²⁷ 12 N.Y.C.R.R. § 185.2(b). "Manufacturing" and "manufacturing operation or process" are defined as making, altering, repairing, finishing, bottling, canning, cleaning or laundering any articles or goods, in whole or in part. 12 N.Y.C.R.R. § 185.1(d).

²⁸ 12 N.Y.C.R.R. § 185.2(b).

²⁹ 12 N.Y.C.R.R. § 185.2(e).

³⁰ 12 N.Y.C.R.R. § 185.2(f).

³¹ 12 N.Y.C.R.R. § 185.2(b).

³² Lab. L. § 142.1. Regulations regarding the employment of 14 or 15 year olds in delivery or clerical employment provide that such minors cannot work during school hours, and may not work more than three hours on a school day, nor more than eight hours on a day when school is not in session. 12 N.Y.C.R.R. § 185.2. Furthermore, such minors cannot work before 8 a.m. nor after 6 p.m., and cannot work more than six days in any week. 12 N.Y.C.R.R. § 185.2. Every employer must conspicuously post a schedule of such minor employees' daily working hours on a form provided by the Department of Labor. 12 N.Y.C.R.R. § 185.2.

³³ Lab. L. § 142.2. The pre-7:00 a.m. and post-7:00 p.m. prohibition does not apply to minors who work as junior counselors or counselors-in-training at children's camp during the months of June, July and August. Lab. L. § 142.2. In addition, between June 21 and Labor Day, fourteen and fifteen-year-olds may work until 9:00 p.m. Lab. L. § 142.2.

³⁴ Lab. L. § 142.3.

³⁵ Lab. L. § 142.4.

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[i] Types of Employment.

It is unlawful for a minor sixteen or seventeen years of age to work in or in connection with any trade, business, or service at the time when he or she is required to be present in school³⁶ or if he or she does not have the required working papers.³⁷ With the exception of certain specified employments that a minor may not perform,³⁸ a sixteen or seventeen-year-old may be employed in any trade or occupation if he or she presents working papers.³⁹

A sixteen or seventeen-year-old who does not have the required working papers, may nonetheless be employed after school on days when school is not in session (or if his or her attendance is not required by the Education Law) without an employment certificate or working papers in the following occupations:⁴⁰

- (1) work on a farm;⁴¹
- (2) caddy service on a golf course;
- (3) baby-sitting;
- (4) casual employment consisting of yard work and household chores in and about a residence or the premises of a nonprofit, noncommercial organization, not involving the use of power-driven machinery other than power-driven machinery ordinarily used in such yard work or household chores; and
- (5) work for his parents or guardians at outdoor work not connected with or for any trade, business, or service.

The minor may perform such work only after school on days when school is not in session, or if his or her attendance at school is not required under the Education Law.

In addition, a student who is at least sixteen years old who attends a recognized institution of higher learning and who is employed by a nonprofit college or university or by a college or university fraternity, sorority, student association or faculty association does not need an employment certificate.⁴²

[ii] Hours of Work.

³⁶ See Educ. L. § 3205.

³⁷ Lab. L. § 132.1. See *Sacripante v. United Metal Spinning Co.*, 299 N.Y. 419, 87 N.E.2d 437 (1949) (certification requirements); *Cruz v. RKO Century Theatres*, 125 A.D.2d 807, 509 N.Y.S.2d 913 (3d Dep't 1986) (employer legally required to see the work permit); *Robles v. Mossgood Theatre-Sanders Realty*, 53 A.D.2d 972, 385 N.Y.S.2d 822 (3d Dep't 1976); *Kassoff v. F.W. Woolworth Co.*, 277 A.D. 445, 101 N.Y.S.2d 184 (3d Dep't 1950); *Pestlin v. Haxton Canning Co.*, 274 A.D. 144, 80 N.Y.S.2d 869 (3d Dep't 1948), aff'd, 299 N.Y. 477 (1949). See generally *Salvio v. Abercrombie & Fitch Co.*, 40 A.D.2d 1056, 339 N.Y.S.2d 146 (3d Dep't 1972) (certification procedures intended to insure approval of board of education prior to minor's employment).

³⁸ See the discussion in § 35.11[2][a] *supra*.

³⁹ Lab. L. § 132.2.

⁴⁰ Lab. L. § 132.3(a).

⁴¹ Lab. L. § 132.3(a). See, e.g., *Wolf v. Foxhall Village Stables*, 63 A.D.2d 753, 404 N.Y.S.2d 721 (3d Dep't 1978) (farm work); *Hewitt v. Startop Ranch, Inc.*, 46 A.D.2d 975, 362 N.Y.S.2d 44 (3d Dep't 1974) (16-year-old did not need certificate to perform farm work); *De Weaver v. Jackson & Perkins Co.*, 271 A.D. 119, 63 N.Y.S.2d 593 (3d Dep't 1946) (potting plants is farm work), aff'd, 297 N.Y. 650, 75 N.E.2d 752 (1947).

⁴² Lab. L. § 132.3(e).

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When school is in session, a minor sixteen or seventeen years of age who is enrolled in school⁴³ cannot work more than four hours on any day preceding a school day, other than a Sunday or a holiday;⁴⁴ eight hours on Friday, Saturday, Sunday, or a holiday; twenty-eight hours a week; or six days a week.⁴⁵ When school is not in session, the minor cannot work more than six days or forty-eight hours in any week, or more than eight hours in a day; however, if the minor takes or is given one day or any part of one day off, the sixteen or seventeen-year-old can work up to ten hours on any one day of the week and nine hours on any of the four other days, as long as the minor does not work more than forty-eight hours per week.⁴⁶

These restrictions do not apply to:⁴⁷

- (1) sixteen or seventeen-year-olds working in a resort or seasonal hotel or restaurant in a rural community or in a city or village having a population of less than 15,000 inhabitants;
- (2) sixteen or seventeen-year-old singers or performers in a hotel or restaurant;
- (3) employment in or in connection with a beauty parlor in a city or village having a population of less than 15,000; and
- (4) specified times during the Christmas season and time allotted by the employer to take store inventory in a mercantile establishment.

In addition, sixteen and seventeen-year-old minors may work more than six days in a week (1) as writers or reporters employed in newspaper offices, or (2) for florists on the day before Easter Sunday, Easter Sunday morning, and on December twenty-third of each year.⁴⁸

When school is in session, no minor sixteen or seventeen years of age who is enrolled in school may work between 10:00 p.m. and 6:00 a.m.⁴⁹ This restriction does not apply to the following:⁵⁰

- (1) sixteen or seventeen-year-olds working in a resort or seasonal hotel or restaurant in a rural community or in a city or village having a population of less than 15,000 inhabitants;
- (2) sixteen or seventeen-year-old singers or performers in a hotel or restaurant;
- (3) writers or reporters employed in newspaper offices;

⁴³ The hours of sixteen or seventeen-year-olds enrolled part-time or in continuation school are not restricted by the statute. Lab. L. § 143.1. Part-time and continuation schools are generally high school programs for students sixteen or older who have either completed their educational requirements under the Education Law and wish to continue receiving specialized vocational training or who have dropped out of full time school and continue in a general equivalency degree program. See generally Educ. L. §§ 3206, 4602.

⁴⁴ Students enrolled in a cooperative work experience program approved by the Department of Education may be employed up to 6 hours on any day preceding a school day, other than a Sunday or holiday. Lab. L. § 143(1)(a)(ii).

⁴⁵ Lab. L. § 143.1.

⁴⁶ Lab. L. § 143.2. See Kociolowicz v. Tonawanda Corrugated Box Co., 252 A.D. 716, 298 N.Y.S. 844 (3d Dep't 1937). § 143(2) also applies to sixteen or seventeen-year-olds who are not enrolled in a daytime school when school is in session. Lab. L. § 143.3.

⁴⁷ Lab. L. § 143.5(a).

⁴⁸ Lab. L. § 143.5(b).

⁴⁹ Lab. L. § 143.1. See Stachowiak v. O'Rourke Baking Co., Inc., 255 A.D. 734, 6 N.Y.S.2d 782 (3d Dep't 1938), modified on other grounds, 280 N.Y. 338, 20 N.E.2d 779 (1939). With written parental consent, a sixteen or seventeen-year-old may work until midnight on a night not preceding a school day. Lab. L. § 143.1(c). A minor may also work this late on a night preceding a school day if the employer receives and maintains a parental consent and if a certificate is provided to the employer by the minor's school stating that the minor is in satisfactory academic standing. *Id.*

⁵⁰ Lab. L. § 143(5)(e).

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- (4) minors employed by florists on the day before Easter Sunday, on Easter Sunday morning, and on December twenty-third of each year;
- (5) airline maintenance trainees in publicly funded training programs; or
- (6) counselors in summer camps.

The hour and night work restrictions for sixteen and seventeen-year-olds do not apply to newspaper carriers, farm labor, child performers, child models, or baby-sitters.⁵¹

[e] Minors with Physical Disabilities

If during the course of the required physical examination to obtain working papers, a physician finds a minor incapable of performing certain types of work, the minor can be issued a "limited employment certificate" which in most cases will have to be renewed by the minor within six months of issuance.⁵² An employer may not employ for more than the period of the limited employment certificate's validity.⁵³ An employer may not employ a disabled minor in any occupation other than those the minor is limited to by his certification.⁵⁴

[3] Duties of Employers and Employment Agencies

[a] Employment Certificates

If a minor is required to have an employment certificate, the employer must, before employment begins, obtain a copy of the certificate and keep it on file at the place of the minor's employment so that anyone authorized by law to examine it may readily do so.⁵⁵ Upon the termination of the minor's employment, the certificate must be returned to the minor.⁵⁶

Employment agencies that hire out workers as temporary employees must keep on file its minor employees' employment certificates and must deliver a copy of the employment certificate to all establishments⁵⁷ for which the

⁵¹ Lab. L. § 143.4.

⁵² Educ. L. § 3220 (2). A minor determined to have a disability of a more permanent nature is entitled to a non-expiring "limited employment certificate" so long as the job for which the permit was obtained continues to entail the same tasks. *Id.*

⁵³ Lab. L. § 136. When the Education Law was amended to provide for non-expiring limited employment certificates, the Labor Law section that prohibited employers from employing disabled minors for more than six months (the original period of certificate validity) was not correspondingly altered. *See* 1990 N.Y.Laws ch. 717, § 1. Notwithstanding this incongruity, we have been told that the Department of Labor enforces this area of the law with reference to each certificate's period of validity.

⁵⁴ Lab. L. § 136.

⁵⁵ Lab. L. § 135.1. Compare Cruz v. RKO Theatres, 125 A.D.2d 807, 509 N.Y.S.2d 913 (3d Dep't 1986) (requirements not satisfied if minor presents certificate but employer does not receive and keep on file; double compensation award to minor upheld); Robles v. Mossgood Theatre-Sanders Realty, 53 A.D.2d 972, 385 N.Y.S.2d 822 (3d Dep't 1976) (failure to keep certificate on file was one reason for finding that minor was employed unlawfully); and Masucci v. Conforti & Eisele, Inc., 29 A.D.2d 1001, 289 N.Y.S.2d 424 (3d Dep't 1968) (failure to keep employment certificate on file can be the basis for recovery under Workers' Compensation Law § 14-a) with Salvio v. Abercrombie & Fitch Co., 40 A.D.2d 1056, 339 N.Y.S.2d 146 (3d Dep't 1972) (failure of employer to keep certification on file did not render minor's employment unlawful). An employer may require from a prospective employee a birth certificate or other proof of age "issued by an employment certificating official." Lab. L. § 135.3. *See also* Heath's Dairy, NY Worker's Comp. Bd., 1990 NYWCLR (LRP) LEXIS 169, 91 NYCLR (LRP) 1028 (1990) (Board found that employer's failure to keep copy of minor's work certificate after examining its ministerial irregularly did not render employment illegal; Board distinguished Cruz v. RKO Theatres *supra* since in Cruz employer failed to either examine or file copy of work certificate).

⁵⁶ Lab. L. § 135.2.

⁵⁷ The term "establishment" includes a factory, mercantile establishment, business office, restaurant, hotel, and any other trade, business or service. Lab. L. § 135.4(b).

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minor works.⁵⁸ The establishment to which the minor is assigned must keep on file in the establishment's office the copy of the employment certificate, and must return the copy to the employment agency at the conclusion of the minor's assignment. The employment agency must note on the original employment certificate the existence of each copy.⁵⁹

[b] Posting Schedule of Working Hours

An employer must post a schedule of working hours for all minors in his employ.⁶⁰ Such schedule must set forth the time a minor is to begin and end his work and the time allowed for meals.⁶¹ The schedule must be kept conspicuously posted in each establishment where the minor is employed.⁶² A minor's work schedule can be changed only if the posted schedule reflects the change.⁶³ The presence of a minor at any time other than those stated in the posted notice or the failure to post such notice constitutes *prima facie* evidence of a violation of the Labor Law.⁶⁴

If, however, the Commissioner of the Labor Department finds that because of the nature of the work in a factory it is "practically impossible to fix the hours of work weekly in advance," the Commissioner may grant the employer a permit eliminating the posting requirement.⁶⁵ Where such a permit is granted, a time book must be kept "in a form approved by the [C]ommissioner showing the name and address of all minor employees and the hours worked by each of them on each day."⁶⁶ No one may knowingly make a false entry in the time book.⁶⁷ The time book must be kept for six years and must "be available upon request of the [C]ommissioner at the place of employment."⁶⁸ The permit must be posted conspicuously in the factory and the Commissioner may revoke the permit for failure to comply with the above requirements.⁶⁹

[4] Enforcement

[a] By Commissioner of Labor

[i] Lack of Employment Certificate.

If the Commissioner of Labor believes that a person under eighteen years old is employed without a certificate on file at the employer's place of business, the Commissioner can require that the employer either terminate the person or file, within ten days, evidence in the form required for the issuance of an employment certificate.

⁵⁸ "Such delivery shall be deemed compliance with this section and sections one hundred thirty-one and one hundred thirty-two of this chapter." Lab. L. § 135.4(a).

⁵⁹ Lab. L. § 135.4(a).

⁶⁰ Lab. L. § 144.1.

⁶¹ Lab. L. § 144.1.

⁶² Lab. L. § 144.1.

⁶³ Lab. L. § 144.1.

⁶⁴ Lab. L. § 144.2.

⁶⁵ Lab. L. § 144.4. This determination can be made only upon an application by the employer demonstrating necessity for the dispensation.

⁶⁶ Lab. L. § 144.4.

⁶⁷ Lab. L. § 144.4.

⁶⁸ Lab. L. § 144.4.

⁶⁹ Lab. L. § 144.4.

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that “the person is over the age for which an employment certificate is required.”⁷⁰ If the employer does not furnish such evidence within ten days and continues to employ the person, proof of the service of the demand for such evidence and of the employer’s failure to furnish the evidence is considered *prima facie* evidence that the person is unlawfully employed.⁷¹

[ii] Physical Fitness of Minor.

If a Department of Labor medical inspector believes that a sixteen or seventeen-year-old is physically unfit for the work at which this minor is employed, the inspector can require the minor to submit to a physical examination.⁷²

If the minor fails to submit to an examination or if upon examination the inspector determines that the minor is not sufficiently physically fit to be employed, the inspector must report these findings, together with the reasons for his determination, to the Commissioner of Labor.⁷³ If the Commissioner approves the report, the Commissioner shall take the minor’s employment certificate from the employer, return it to the superintendent of schools and recommend that it be canceled.⁷⁴

[iii] Violations Concerning Child Performers, Child Models, Street Trades, and Newspaper Carriers.

The Commissioner of Labor has the authority to investigate and prosecute violations under the Arts and Cultural Affairs Law affecting child performers and child models.⁷⁵

The Commissioner also has the authority to investigate and prosecute violations under Education Law affecting street trade workers and newspaper carriers.⁷⁶

[iv] Fines.

If the Commissioner of Labor determines that an employer has violated New York’s child labor laws or any regulation promulgated pursuant to those laws, the Commissioner may assess a civil penalty against the employer for up to \$1,000 for a first violation, up to \$2,000 for a second violation, and up to \$3,000 thereafter.⁷⁷ The penalty must be paid to the Commissioner for deposit in the state treasury.⁷⁸ In assessing the amount of the penalty, the Commissioner considers the following factors: “the size of the employer’s business,

⁷⁰ Lab. L. § 138.1.

⁷¹ Lab. L. § 138.2.

⁷² Lab. L. § 139.1. The result must be recorded on a form filed with the Commissioner. *Id.*

⁷³ Lab. L. § 139.2.

⁷⁴ Lab. L. § 139.2.

⁷⁵ Lab. L. § 140. See Arts & Cult. Aff. L. §§ 35.01, 35.05. These statutes require, for example, that child performers obtain permits from the chief executive officer of each municipality in which the minor will perform (Arts & Cult. Aff. L. § 35.01 (4), (5)) and that child models obtain a special work permit from the superintendent of schools of the child’s home school district. Arts & Cult. Aff. L. § 35.05 (4).

⁷⁶ Lab. L. § 140. See Educ. L. §§ 3227, 3228.

⁷⁷ Lab. L. § 141.1. The Department of Labor has also set general “floors” for child labor penalties of \$500 as a minimum penalty for second violations and \$2,000 as a minimum penalty for third violations. Guidelines—Civil Penalties Effective September 1, 1991 for Child Labor Violations, Labor Standards Form LS-163.1 (2-93).

⁷⁸ Lab. L. § 141.1.

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the good faith of the employer, the gravity of the violation, the history of previous violations and the failure to comply with record-keeping or other requirements of the statute.”⁷⁹

If a minor is seriously injured⁸⁰ or dies during the performance of illegal employment, the employer is assessed a penalty three times the maximum penalty stated above.⁸¹

These civil penalties can be assessed “in addition to and may be imposed concurrently with any other remedy or penalty” assessed under the child labor laws.⁸²

An order issued by the Commissioner is not subject to review by any court or agency unless the employer files a petition for review with the Industrial Board of Appeals.⁸³ If no proceeding for administrative or judicial review is pending and the statute of limitations for bringing such a proceeding has passed, “the Commissioner may file with the county clerk of the county where the employer resides or has a place of business the order of the Commissioner or the decision of the [I]ndustrial [B]oard of [A]ppeals containing the amount of the civil penalty.”⁸⁴ This filing has the full force and effect of a judgment duly docketed with the clerk.⁸⁵ “The order or decision may be enforced by and in the name of the Commissioner in the same manner, and with like effect, as any money judgment.”⁸⁶

[b] By Minor

[i] Employer’s Tort Liability.

If an employer unlawfully hires a minor and the minor injures himself in the course of performing work, the employer may be held liable for the minor’s damages incurred in the course of the unlawful employment,⁸⁷ regardless of whether the minor was contributorily negligent.⁸⁸

An employer has breached its statutory duty under the child labor laws where the trier of fact finds that the employer was not justified in believing that the minor was old enough to perform the work that caused the

⁷⁹ Lab. Law § 141.1. With regard to the size of the employer’s business, the Department of Labor has indicated that within each range of penalties, “the penalty for a larger firm (25 or more employees) would tend to be in the higher range since such firms should have knowledge of the laws.” Guidelines—Civil Penalties Effective September 1, 1991 for Child Labor Violations, Labor Standards Form LS-163.1 (2-93).

⁸⁰ A minor is deemed “seriously injured” if his injury results in a “permanent partial or total disability” as determined by the Workers’ Compensation Board. Lab. L. § 141.1.

⁸¹ Lab. L. § 141.1.

⁸² Lab. L. § 141.4.

⁸³ Lab. L. § 141.2.

⁸⁴ Lab. L. § 141.3.

⁸⁵ Lab. L. § 141.3.

⁸⁶ Lab. L. § 141.3.

⁸⁷ See Vincent v. Riggi & Sons, Inc., 30 N.Y.2d 406, 334 N.Y.S.2d 380, 285 N.E.2d 689 (1972); Shaffer v. Aumick, 53 A.D.2d 1027, 385 N.Y.S.2d 904 (4th Dep’t 1976).

Where a minor’s illegal employment is subject to the limitations of the Workers’ Compensation Law, the minor may not bring suit against his employer based on the employer’s violation of the child labor law. See O’Rourke v. Long, 41 N.Y.2d 219, 391 N.Y.S.2d 553, 359 N.E.2d 1347 (1976). For a discussion of a minor’s remedies under the Workers’ Compensation Law, see § 35.114[b] *infra*. For a discussion of the Workers’ Compensation Law generally, see Ch. 36 *infra*.

⁸⁸ See Vincent v. Riggi & Sons, Inc., 30 N.Y.2d 406, 334 N.Y.S.2d 380, 285 N.E.2d 689 (1972).

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minor's injury. Thus, in determining whether the employer's belief was justified, the trier of fact generally will consider the natural appearance of the minor, the minor's outward maturity and whether the minor made any misrepresentations as to his or her age.⁸⁹

[iii] Employer's Liability Under Workers' Compensation Law.

Section 14-a of the Workers' Compensation Law grants double compensation recovery to an unlawfully employed child injured in the course of an unlawful employment covered by the Workers' Compensation Law.⁹⁰ An employer's good faith attempt to comply with the legal requirements or an employee's deceit in obtaining employment are irrelevant in determining whether this compensation shall be awarded.⁹¹

If double compensation is awarded, the employer is personally liable to pay one-half of the award directly to the injured minor.⁹² A minor entitled to double compensation is also entitled to double supplemental benefits.⁹³

[c] By Third Party

A third party injured by an unlawfully employed minor cannot sue the minor's employer, as the restrictions on child labor were intended to protect the child, not the injured third party.⁹⁴

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⁸⁹ *Id.* at 414-15, 334 N.Y.S.2d at 387-88; *Koester v. Rochester Laundry Works*, 194 N.Y. 92, 87 N.E. 77 (1909).

⁹⁰ *Work. Comp. L. § 14-a(1)*. See *Cruz v. RKO Century Theatres*, 125 A.D.2d 807, 509 N.Y.S.2d 913 (3d Dep't 1986) (employer's failure to examine employment certificate can be basis for double recovery under *Work. Comp. L. § 14-a*); *Masucci v. Conforti & Eisele, Inc.*, 29 A.D.2d 1001, 289 N.Y.S.2d 424 (3d Dep't 1968) (employer's failure to keep employment certificate on file can be the basis for double recovery under *Work. Comp. L. § 14-a*).

The Workers' Compensation Law ordinarily prevents an employee from suing an employer for tort damages resulting from an on-the-job injury. However, if a minor is injured in the course of performing work as an independent contractor, the Workers' Compensation Law does not prevent the minor from suing the employer in tort. Compare *Vincent v. Riggi & Sons, Inc.*, 30 N.Y.2d 406, 334 N.Y.S.2d 380 (1972) (minor independent contractor illegally "employed," was allowed to sue employer for negligence based on employer's statutory violation of child labor laws) with *O'Rourke v. Long*, 41 N.Y.2d 219, 227, 391 N.Y.S.2d 553, 559, 359 N.E.2d 1347 (1976) ("The existence of an employer-employee relationship in which an industrial accident has occurred is jurisdictionally vital to the maintenance of a workers' compensation proceeding"; newspaper carrier limited to remedies available under Workers' Compensation Law). For a discussion of the employees, employers and types of employment covered by the Workers' Compensation Law, see *Ch. 36 infra*.

⁹¹ See *Rudock v. Snell*, 97 A.D.2d 569, 467 N.Y.S.2d 933 (3d Dep't 1983); *Robles v. Mossgood Theatre-Sanders Realty*, 53 A.D.2d 972, 385 N.Y.S.2d 822 (3d Dep't 1976); *Sicurella v. Fedders Quigan Corp.*, 35 A.D.2d 1036, 316 N.Y.S.2d 884 (3d Dep't 1970).

⁹² See *Sacripante v. United Metal Spinning Co.*, 299 N.Y. 419, 87 N.E.2d 437 (1949); *Cruz v. RKO Century Theatres*, 125 A.D.2d 807, 509 N.Y.S.2d 913 (3d Dep't 1986); *Rudock v. Snell*, 97 A.D.2d 569, 467 N.Y.S.2d 933 (3d Dep't 1983); *Robles v. Mossgood Theatre-Sanders Realty*, 53 A.D.2d 972, 385 N.Y.S.2d 822 (3d Dep't 1976); *Kassoff v. F.W. Woolworth Co.*, 277 A.D. 445, 101 N.Y.S.2d 184 (3d Dep't 1950).

⁹³ *Robles v. Saunders Realty Mossgood Theater Corp.*, 227 A.D.2d 4, 652 N.Y.S.2d 161 (3d Dep't 1997), leave to appeal dismissed, 89 N.Y.2d 1030, 680 N.E.2d 619 (1997). An employer may not insure himself against such liability.

Work. Comp. L. § 14-a(2).

⁹⁴ See *Shaffer v. Aumick*, 53 A.D.2d 1027, 385 N.Y.S.2d 904 (4th Dep't 1976).

NY CLS Labor § 151

This section is current through 2014 released chapters 1-329, 332, 340, 343, 345, 349, 350

New York Consolidated Laws Service > LABOR LAW > ARTICLE 4-A. EMPLOYMENT AND EDUCATION OF CHILD PERFORMERS

§ 151. Employment requirements

1. (a) *[Added, L 2004]* Notwithstanding the provisions of section 35.01 of the arts and cultural affairs law, a child performer may be employed, used or exhibited in any of the exhibitions, rehearsals or performances set forth in subdivision one of section 35.01 of the arts and cultural affairs law if a child performer permit has been issued in accordance with the provisions of this section.
 - (b) A child performer shall be required to have an employment permit. Employment permits for child performers shall be valid for [fig 1] *one year* from the date of issuance.
 - (c) *[Added, L 2004]* An application for a child performer permit shall be made on a form prescribed by the department and shall contain such matters as the department may deem to be necessary, including the following:
 - (i) *[Added, L 2004]* the true and stage name and the age of the child, and the name and address of his parent or guardian;
 - (ii) *[Added, L 2004]* the written consent of the parent or guardian;
 - (iii) *the* evidence *provided by the child performer* each semester to the department demonstrating that such child is maintaining satisfactory academic performance as determined by the child performer's school of enrollment pursuant to state law.
 - (d) At the time a child performer applies for an employment permit, the commissioner shall inform the child performer of the child performer trust requirements. The commissioner shall provide a notice in bold twelve point type to read as follows: "NEW YORK STATE LAW REQUIRES FIFTEEN PERCENT OF A CHILD PERFORMER'S EARNINGS TO BE PLACED IN TRUST IN ACCORDANCE WITH PART 7 OF ARTICLE 7 OF THE ESTATES, POWERS AND TRUSTS LAW. THE CHILD PERFORMER'S PARENTS OR GUARDIAN MUST ESTABLISH THE CHILD PERFORMER TRUST ACCOUNT TO COMPLY WITH THIS REQUIREMENT. THE CHILD'S PARENTS OR GUARDIAN MUST PROVIDE THE CHILD PERFORMER'S EMPLOYER WITH THE INFORMATION NECESSARY TO TRANSFER THESE MONIES TO THE ACCOUNT. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL PREVENT THE DEPARTMENT OF LABOR FROM RENEWING THE CHILD'S PERMIT TO WORK AS A CHILD PERFORMER."
 - (e) *[Added, L 2004]* No permit shall allow a child to participate in an exhibition, rehearsal or performance which is harmful to the welfare, development or proper education of such child. A permit may be revoked by the department for good cause.
2. Prior to employment of a child performer, every person, or agent or officer of any entity employing a child performer shall receive a certificate of eligibility to employ a child performer from the department. Each application for initial registration shall be accompanied by a fee determined by the commissioner in an amount sufficient in them aggregate to defray the department's costs of administering the registration program, provided, that such fee shall not exceed three hundred fifty dollars for initial registration or two hundred dollars for registration renewal. Companies that operate theaters of four hundred ninety-nine seats or fewer shall pay no more than two hundred dollars for an initial and renewal certificates. An employers' certificate of eligibility shall be renewed every three years.
 3. Every person, or agent or officer, employing child performers, either directly or indirectly through third persons, shall keep on file all permits and certificates, either to work or to employ, issued under this article or pursuant to the education law. The files shall be open at all times to the inspection of the school attendance and probation officers, the state board of education, and the department. No such authority shall be denied entrance to such place of employment of child performers. If such authority is denied entrance to such place of

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employment, or if any violations of laws relating to the employment of child performers are found to exist, such authority shall report the violation to the department. Such report shall be made within forty-eight hours and shall be in writing, setting forth the fact that he or she has good cause to believe that such laws are being violated in such place of employment and describing the nature of the violation.

4. (a) The work permit of a child performer in the entertainment industry shall not be renewed, nor shall a subsequent work permit be issued, unless the parent or guardian demonstrates to the department that a child performer trust account in accordance with part seven of article seven of the estates, powers and trusts law has been established for the benefit of the child performer.
- (b) The limitation set forth in paragraph (a) of this subdivision shall not apply to the issuance of an employer's certificate of eligibility or to a child performer covered by an employer's certificate of eligibility who subsequently seeks to obtain an initial individual permit to work.
5. Failure to produce any permit or certificate either to work or to employ is prima facie evidence of the illegal employment of any child performer whose permit or certificate is not produced. Proof that any person was the manager or superintendent of any place of employment subject to the provisions of this article at the time any child performer is alleged to have been employed therein in violation thereof, is prima facie evidence that the person employed or permitted the child performer to work. The sworn statement of the commissioner, or his or her deputy or agents, as to the age of any child performer affected by this article is prima facie evidence of the age of such child.

History

Add, L 2003, ch 630, § 5, eff March 28, 2004 (see 2003 note below); and, L 2004, ch 35, § 1, eff March 28, 2004, L 2011, ch 172, § 1, eff July 20, 2011.

Annotations

Notes

Editor's Notes

Laws 2003, ch 630, §§ 1 and 2, eff March 28, 2004, provide as follows:

Section 1. Legislative intent. It is the intention of this legislature to ensure that child performers who work in the state of New York and child performers who reside in the state of New York are provided with adequate education, and that a portion of the child performers' earnings are kept in trust until the age of majority. Through the comprehensive permit requirements of child performers, and certification of employers, the department of labor will be able to monitor and enforce violations of child performers' rights to education provided under the laws of the state of New York. Additionally, the department of labor will enforce the requirement of a child performer trust account to be established pursuant to this act for the purpose of protecting child performers' earnings.

2. This act shall be known and may be cited as the "Child performer education and trust act of 2003".

Amendment Notes

2011. Chapter 172, § 1 amended:

Sub 1, par (b) by deleting at fig 1 "six months" and adding the matter in italics.

2004. Chapter 35, § 1 amended:

By adding sub 1, par (a).

By adding sub 1, par (c), opening par.

By adding sub 1, par (c), subpar (i).

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By adding sub 1, par (c), subpar (ii).

By redesignating part of entire sub 1 as sub 1, par c, subpar (iii) and adding the matter in italics.

By redesignating part of entire sub 1 as sub 1, par (d).

By adding sub 1, par (e).

Research References & Practice Aids

Research References & Practice Aids:

27A Am Jur 2d, Entertainment and Sports Law § 11

42 Am Jur 2d Infants §§ 29, 61

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Cases and Articles On Child Entertainers and Relevant Labor Laws

Cases:

Prinz v. Jonas, 38 N.Y.2d 570, 345 N.E.2d 295 (1975).

Sheields v. Gross, 58 N.Y.2d 338, 448 N.E.2d 108 (1983).

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Erica Siegel, *When Parental Interference Goes Too Far: The Need for Adequate Production of Child Entertainers and Athletes*, 18 Cardoza Arts & Ent LJ 427 (2000).

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Danielle Ayalon, *Minor Changes: Altering Current Coogan Law to Better Protect Children Working in Entertainment*, 35 Hastings Comm. & Ent. L.J. 353 (2013).