



NON-EXCLUSIVE MODELING AGREEMENT

This Modeling Agreement ("Agreement") is entered into as of the ____ day of _____ 2008, between Ice1.LLC ("Company"), and _____ (hereinafter referred to as "Model").

ENGAGEMENT

Subject to the terms and conditions of this Agreement, Company hereby engages Model as an independent contractor to perform the services set forth herein, and Model hereby accepts such engagement. Company shall not be required to use the services of Model for any set number of hours, days, or assignments and modeling assignments shall be made by Company in its sole discretion.

TERMINATION

Company may terminate this Agreement at any time by giving 10 working days' written notice to Model. In addition, if Model is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, Company may immediately terminate this Agreement without prior written notice to Model.

PHOTOGRAPHS AND VIDEO

All photographs and video taken of Model during any modeling assignment shall be the property of Company and/or Company's client and Model expressly authorizes Company and Company's clients to use such photographs and video in advertisements, brochures, and other promotional media and materials. Model expressly waives his or her right to ownership of the photographs and shall execute the Model Release Agreement attached hereto.

PERSONAL INJURY OR PROPERTY DAMAGE

Company shall not be liable to Model for any personal injury or property damage that may occur while Model is on assignment and/or providing services pursuant to this Agreement.

INDEMNIFICATION

Model hereby agrees to indemnify and hold Company harmless from all claims made by Company's client's against Company that arise from or in any way relate to: (i) modeling services provided by Model; or (ii) Model's failure to appear and provide modeling services on dates and times assigned.

WEBSITE

Model hereby grants Company the right to place pictures of Model on any Company Websites, along with Model's name, age, and other personal information relevant to Model's professional experience and qualifications.

INDEPENDENT CONTRACTOR

This Agreement shall not render Model an employee, partner, agent of, or joint venture with Company for any purpose. Model is and will remain an independent contractor in his or her relationship to Company. Company shall not be responsible for withholding taxes with respect to Model's compensation hereunder. Model shall have no claim against Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

COMPENSATION

As full compensation for services rendered pursuant to this Agreement, Company shall pay model at an hourly or daily rate. Model is required to provide his or her own transportation to modeling assignments and locations and Model shall not be entitled to reimbursement for transportation of related personal expenses. Model shall arrive 10 minutes prior to start time of an assignment. Compensation shall be adjusted on a pro rata basis minus penalty deductions as follows:

1. Model will receive a 10% deduction from the total daily compensation payable, for every 10 minutes he/she is late. The start time is indicated in the assignment and is reported by the client or booking manager.
2. If Model is booked for an assignment and starts, but chooses not to complete the assignment, Model will be paid for time worked at a rate equal to the number of hours actually worked times one half of hourly rate agreed upon. The foregoing shall not apply when model is ready, willing and able to complete an assignment, and the assignment is shortened because of circumstances beyond Model's control.

Company will pay Model at the agreed rate for each engagement within two weeks of receipt by Company of payment from the Company's client for whom the services are performed.

SUCCESSORS AND ASSIGNS

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

CHOICE OF LAW

The laws of the State of Arizona shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

ARBITRATION

Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Arizona in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

HEADINGS

Section headings are not to be considered a part of this Agreement and are not intended to be a full or accurate description of the contents hereof.

NOTICES

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

If to the Company:

Ice1, LLC
20165 N. 67th Ave., #122A
Glendale, AZ 85308

UNENFORCEABILITY OF PROVISIONS

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

OPPORTUNITY TO REVIEW

Model acknowledges that he or she has read this Agreement, understands its content and is willing to be bound by its terms.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Ice1, LLC

By: _____ Model (sign) _____

Its: _____ Model (print) _____