

Tampa Bay Escort Review - AGENT RELEASE & PLACEMENT AGREEMENT

Agreement made this ___ day of _____, 20__ by and between Genesis, LLC, a Florida company with an address at PO Box 6051, Winter Park, FL 32793-6051 ["TER"] and _____ ["AGENCY"].

WITNESSETH: WHEREAS, TER is engaged in the electronic publication of an accurate and quality adult entertainer Review [the "Review"] on the Internet through the URL www.TampaEscortReview.com [the "Web Site"]; and

WHEREAS, AGENCY operates an adult entertainment service (or represents adult entertainers) and desires to submit images and other information of the adult entertainers whom they employ or represent for posting on the Review through the Web Site; and

WHEREAS, TER is willing to include AGENCY's supplied images and content in the Review and post same on the Web Site strictly upon the terms and conditions contained herein.

NOW, THEREFORE, it is agreed as follows:

1. Posting. TER will include images and content [collectively, the "Ads"] provided by AGENCY in the Review and post same on the Web Site as follows: (a) All Ads supplied by AGENCY shall have been produced in accordance with all applicable provisions of the Child Protection Restoration and Penalties Enhancement Act of 1990, as such act may be amended [the "Child Protection Act"]. (b) AGENCY bears full responsibility for the placement of the Ads and shall notify TER within 24-hours of first posting of any corrections, changes or deletions necessary thereto. (c) AGENCY shall keep all records required by the Child Protection Act or as requested by TER. It is the intent of AGENCY and TER that TER shall serve as an exhibitor of the Ads and therefore TER shall not be required to comply with the labeling or record keeping requirements of the Child Protection Act.

2. Representations, Warranties and Indemnity of AGENCY. AGENCY hereby represents and warrants to TER as follows: (a) AGENCY owns or controls the rights in and to the Ads necessary to permit their posting on the Web Site. The Ads are wholly original and have not been copied in whole or in part from any other work, picture or source; the Ads are neither fake nor "stock" photography. (b) The Ads are images of an adult entertainer who the AGENCY actually presently employs or represents; should such individual no longer be associated with the AGENCY, AGENCY shall notify TER within 24 hours. (c) The person whose image was recorded in the Ads was over the age of eighteen (18) years at the time the Ads were so recorded. (d) No claim has been made against AGENCY and that AGENCY knows of no claim that the Ads infringe the copyrights or violate the rights in any other work and/or of any person, film, or corporation whatsoever. The Ads are not in the public domain and enjoy and will enjoy, either statutory or (to the extent it may exist) common law copyright protection in the United States and all countries adhering to the Berne and

Universal Copyright Conventions. (e) All obligations with respect to the Ads, including but not limited to, all salaries, royalties, present and future license fees, service charges and the like, have heretofore been fully paid. The Ads contain no libelous material and do not violate any laws in effect as of the date of this Agreement. (f) AGENCY shall defend, indemnify and hold harmless TER, its successors and assigns, officers and directors, from and against any losses, damages, costs, charges, reasonable attorney's fees, recoveries, actions, judgments, penalties, expenses and other losses whatsoever which may be obtained against, imposed upon or suffered by TER, its successors, assigns, officers and directors, by reason of the breach of any warranty, covenant, agreement or a misrepresentation made by AGENCY. (g) AGENCY'S business is lawful in the United States and any individual State and municipalities in which it operates such business. (h) AGENCY has read, understands and shall fully abide by TER'S "billing guidelines" as same appear on the Web Site.

3. Miscellaneous. Any dispute or claim arising under or with respect to this Agreement which is incapable of resolution will be resolved by arbitration before one (1) arbitrator in Orlando, Florida in accordance with the Rules for Commercial Arbitration of the American Arbitration Association ["AAA"]. The appointing agency shall be the AAA. The decision or award of the arbitrator shall be final and binding upon the parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

This agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The laws of the State of Florida shall govern the interpretation, validity and enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

TER: Genesis, LLC.

by _____

AGENCY:

Legal Name _____

Legal Signature _____

TER Account Name _____

TER Phone Number _____