

FREELANCE CREW DEAL MEMO

**PRODUCTION
COMPANY:**

POSITION:

PRODUCER:

CONTRACTOR:

FILM TITLE:

ADDRESS:

START DATE:

PHONE:

END DATE:

EMAIL:

COMPENSATION:

TERMS AND CONDITIONS OF EMPLOYMENT: This Deal Memo shall confirm the agreement between the above-named freelance contractor (“Contractor”) and _____ (“Production Company”), in connection with the Film presently entitled _____ (“Film”). For good and valuable consideration, the receipt of which is hereby acknowledged, Production Company and Contractor agree as follows:

SERVICES: Contractor shall render services hereunder from the Start Date, which are usual and customary of the services required of a person employed in this capacity in the film industry, and shall render such services exclusively to Production Company thereafter through the completion of Contractor’s services as determined by Production Company. Contractor’s services in the position stated above shall be rendered to the best of Contractor’s ability and as Production Company directs in its sole discretion, including, without limitation, all matters of taste and judgment.

PAYMENT: Production services fees shall be paid to Contractor within 15 days after Production Company’s receipt of Contractor’s invoice. Pay date may be delayed by reason of an intervening federal or state holiday.

PURCHASES: All purchases, rentals and other expenses incurred by Contractor must be approved in advance by Production Company’s Producer or Production Manager. A purchase order or check request is needed for all rentals or non-cash purchases. All purchase orders or check requests must be approved by the Producer or Production Manager.

PRODUCTION COMPANY EQUIPMENT: If Contractor is assigned a walkie-talkie, cell phone, or any other equipment, Contractor shall be responsible for returning same to Production Company in good working order.

SCREEN CREDIT: Unless otherwise specified in this deal memo, screen credit is at Production Company's discretion subject to Contractor's performance of all services required through completion of term.

TERM: Unless expressly provided elsewhere in this agreement, Contractor's employment hereunder shall not be for a "run of the show" or for any guaranteed period of employment. Production Company reserves the right to discharge Contractor at any time, subject only to the obligation to pay the balance of any guaranteed compensation due provided that Contractor is not in material breach of its obligations hereunder. Production Company will attempt to notify Contractor a minimum of twenty-four (24) hours in advance of layoff. Use of alcohol or drugs during hours of employment will result in Contractor's immediate termination. This agreement is subject to immediate suspension and/or termination (at Production's election) without further obligation on the part of Production Company in the event of any incapacity or default of Contractor or in the case of any suspension, postponement or interference with the Film's production by reason of labor controversy, strike, earthquake, act of God, governmental action, regulation, or decree or for any other customary force majeure reason. The expiration or termination of this Deal Memo shall not affect the ownership by Company of the rights granted herein.

NO WAIVER: The terms and conditions of this deal memo are binding for Production Company and Contractor and shall not be waived or altered by any method. Any added conditions on the front of this deal memo inconsistent with these conditions of production services shall be null and void.

WORK FOR HIRE: Production Company shall be the owner of all of the results and proceeds of Contractor's services, including any copyright, trademark and any other intellectual property rights in any work or property created by Contractor, or anyone under Contractor's direction. Contractor acknowledges that Contractor's work is a "work made for hire" within the scope of Contractor's work, and therefore Production Company shall be the author and copyright owner of any work created under this agreement. In the event that any of proceeds of Contractor's work are not considered a work for hire, then Contractor's copyright to such work is hereby assigned to Production Company. Contractor expressly waives any rights of droit moral that may be afforded Contractor under the laws of any country in connection with the Film. If Contractor shall hereafter be deemed to own any rights in or to the Contractor, Contractor hereby assigns such rights to Company and further agrees to execute any documents required by Company to effectuate such intent.

AVAILABILITY: Contractor will advise Production Company of Contractor's whereabouts so that Contractor may be reached at any reasonable hour of the night or day during the term of this deal memo.

PUBLICITY: Company shall have the right to use Contractor's name, voice, picture and likeness in connection with the Film, the advertising and publicizing thereof, and any promotional films or clips respecting the Film without additional compensation therefore. Contractor shall not directly or indirectly circulate, publish or

otherwise disseminate any news story, article, book, blog or other publicity concerning the Film, the Contractor's or others' services, without Production Company's prior written consent. Admittance of any non-contracted guests to the set is at the sole discretion of the Production Company.

ARBITRATION: This Agreement shall be interpreted in accordance with Ontario's, applicable to agreements executed and to be wholly performed therein. In the event of any breach or alleged breach of this Agreement or the Prior Agreements by Production Company, Contractor expressly agrees that Contractor's sole remedy shall be the recovery of money damages, and Contractor shall not have the right to terminate or rescind this Agreement or the Prior Agreements or any of the rights granted to Production Company hereunder or thereunder, or to enjoin or restrain the use of or the exhibition, distribution, advertising, promotion or exploitation of the Picture and or any of Company's rights pursuant to this Agreement or the Prior Agreements. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the rules and procedures of the Government of Ontario, as said rules may be amended from time to time with rights of discovery if requested by the arbitrator. If the Government of Ontario shall refuse to accept jurisdiction of such dispute, then the parties agree to arbitrate such matter before and in accordance with the rules of the American Arbitration Association under its jurisdiction in Los Angeles before a single arbitrator familiar with entertainment law.

ENTIRE AGREEMENT: This deal memo 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. Any added conditions on the front of this deal memo inconsistent with the conditions of employment detailed in the body of this agreement shall be null and void.

NO OBLIGATION TO PRODUCE: Production Company will not be obligated to produce or release the Film, or to use the results of Contractor's services.

ASSIGNMENT: Production Company shall have the right to transfer or assign its rights and obligations pursuant to this deal memo to any other person, firm, or corporation, and upon such assignment shall be relieved of its obligation to Contractor.

HOLD HARMLESS: Contractor shall indemnify and hold Production Company harmless from and against any and all loss, claim, liability, judgment, cost or expense suffered by Production Company for any breach or default of this Deal Memo by Contractor.

CONTRACTOR ACCEPTS ALL CONDITIONS OF PRODUCTION SERVICES WORK AS DESCRIBED ABOVE

AGREED TO AND ACCEPTED:

CONTRACTOR SIGNATURE

Date: _____

PRODUCER SIGNATURE

Date: _____