

Caution: Draft release forms and production agreements are provided for purposes of illustration only. Don't assume these documents are correct or appropriate for your production. Have an entertainment attorney review any production agreements you plan to make.

ACTOR DEAL MEMO
FEE-BASED ON-CALL
EXEMPT INDEPENDENT CONTRACTORS

PRODUCER: <PRODUCER NAME>
<Producer Street Address>
<Producer City, State ZIP>

VIDEO PRODUCTION/MOTION PICTURE:
Currently titled <**PRODUCTION TITLE**>

START DATE: _____ **CHARACTER (ROLE)** _____

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: HOME () _____ - _____ **WORK** () _____ - _____

SOCIAL SECURITY #: _____ **FED I.D. #:** _____

DAILY RATE: _____

OTHER TERMS:

TERMS AND CONDITIONS OF CONTRACT

- 1. Payment of Fees:** Fees for services on the <video production/motion picture, “the Production”> shall be paid to contractors no later than Friday following the week in which services were performed.
- 2. Exempt Contractors:** Exempt contractors shall not be entitled to additional overtime, turnaround, or other hourly payments. There will be no increased or additional compensation payable to contractors for the rendering of services at night or on weekends or holidays, or after the expiration of any particular number of hours of service.
- 3. Meals:** The Producer will provide meal breaks and/or food service at approximately 6-hour intervals.
- 4. Mileage:** Mileage is included in the day rate. There is no additional compensation.
- 5. Stunts:** Contractor will perform his/her own stunts within the limits of safety. Contractor will hold Producer harmless for performance of stunts.
- 6. Screen Credit:** Screen credit shall read <*Artists' Name---Character*. Example— John Doe---Marshall>. Screen credit is at discretion of Producer subject to contractor performing all services required through completion of term.

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7. **Contractors who are Minors:** Acting services provided by minors are with the consent of their legal guardian or parent, who will sign this agreement, oversee the welfare of the contractor, and serve as the contractor's representative on the set.
8. **Term of Contract:** This is not a "run-of-show" agreement or any guaranteed period of time. Contract may be suspended immediately or terminated at Producer's discretion in the event of any incapacity or default on the part of the contractor.
9. **Complete Agreement:** The terms and conditions of this deal memo are binding on both Producer and Contractor and shall not be waived or altered in any method. This deal memo and the supporting SAG paperwork constitute the entire agreement and there are no verbal agreements.
10. **Time Cards:** Producer will keep time cards for SAG records. Contractor will review and sign off time cards by end of each calendar week.
11. **Results of services rendered:** Producer shall be the owner of all the results of services rendered by contractor. Producer has the right to use the contractor's name, voice, picture, and likeness in connection with the Production, its advertising and publicity, and any promotional films or clips without additional compensation.
12. **Tape:** Contractor will receive one VHS tape of the Production within 90 days of completion of postproduction.
13. **Assignment of contract:** This agreement may be assigned to or assumed by successor business entities created by Producer for the production of this Production.
14. **Arbitration:** Any controversy or claim arising from this agreement shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. The prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees.

CONTRACTOR AGREES TO AND ACCEPTS ALL CONDITIONS AS DESCRIBED ABOVE.

CONTRACTOR SIGNATURE: _____ DATE: _____

PRODUCER SIGNATURE: _____ DATE: _____

SIGNED IN THE CITY OF _____ COUNTY OF _____,
STATE OF _____.