

**CONTRACT
VISUAL PERFORMANCE**

Between _____ (the producer)
and _____ (the performer)

Under the Agreement of November 9th 2004, the producer employs the performer to perform the role as _____ in a commercial production the working title of which is _____

1. SALARY

a. Visual performance (Clause 3 (2))

The Performer receives a studio fee (minimum DKK 3,600 (as of January 1st 2005, DKK 3,700, and as of January 1st 2006, DKK 3,825)) of DKK _____ per day excluding/including (only if minimum payment amounts to DKK 5.000 (as of January 1st 2005, DKK 5.150, and as of January 1st 2006, DKK 5.300)) dress rehearsals and make-up rehearsals. The performer is guaranteed _____ days of work during the period from _____ to _____ in accordance with the production plan. For any days in addition to the guaranteed number of days or the stated period, the Performer receives DKK _____ per day.

b. Visual performance - background (Clause 3 (3))

The Performer receives a studio fee of DKK _____ per day (minimum DKK 2,500 (as of January 1st 2005, DKK 2,600, and as of January 1st 2006, DKK 2,650)). The Performer is guaranteed _____ days of work during the period from _____ to _____ in accordance with the production plan. For any days in addition to the guaranteed number of days or the stated period, the Performer receives DKK _____ per day.

c. Visual performance - several spots with partly different contents (Clause 3 (5))

The performer produces _____ advertising spots with different contents for the same advertiser.

For the first spot the performer shall receive payment as stated in 1a above.

For the 2 and 3 spots, a studio fee of _____ % (minimum 50% of the amount stated in 1a) has been agreed for each.

For the 4 and 5 spots a studio fee of _____ % (minimum 25% of the amount stated in 1a) has been agreed for each.

For each subsequent spot a studio fee of _____ % (minimum 20% of the amount stated in 1a) shall be paid.

If the employment exceeds one day studio fees as stated under 1a above shall be paid. The studio fee for such days shall not be included in the calculation of the use fee.

2. SUPPLEMENTS FOR SPECIAL SERVICES (The supplement shall be included in the total studio fee when calculating the use fee)

If YES, put a tick _____. (Without a tick, the general rules about supplements will apply).
 The Performer receives a supplement of _____ % of the studio fee (as a minimum 50% of the agreed studio fee, if the studio fee amounts to less than DKK 8,000 per day) stated above covering overtime, Sundays and holidays, night work, dress rehearsals, auditions, etc. (Clauses 5 and 7).
 The Performer receives a supplement of _____ % of the studio fee (as a minimum 25% of the agreed studio fee, if the studio fee amounts to more than DKK 8,000 per day) stated above covering overtime, Sundays and holidays, night work, dress rehearsals, auditions, etc. (Clauses 5 and 7).
 Upon request the Performer may have a statement of the number of hours spent on these services.

3. THE SIGNING OF THE CONTRACT CONFERS THE FOLLOWING USE RIGHTS ON THE PRODUCER (tick box):

- A. TV/Cin. Denmark 1 year (100%)
- B. TV/Cin. Denmark 2 years (175%)
- C. TV/Cin. Denmark 3 years (250%)
- D. TV/Cin. Sweden+Norway+Finland 1 year (100%)
- E. TV/Cin. Sweden+Norway+Finland 3 years (200%)
- F. TV/Cin. Sweden 2 years (50%)
- G. TV/Cin. Norway 2 years (50%)
- H. TV/Cin. Finland 2 years (50%)
- I. TV/Cin. Iceland 2 years (15%)
- J. TV/Cin. USA, UK or Germany per country, 1 year (100%)
 (Country/-ies: _____ x 100% = _____ %)
- K. TV/Cin. Europe excl. A-J, 1 year (100%)
- L. TV/Cin. Europe, excl.A-C and J, per country, 2 years (50%)
 (Country/-ies: _____ x 50% = _____ %)
- M. TV, the rest of the world, specific negotiation
 Country/-ies: _____
 Number of years: _____
 Against a payment of _____ % of the studio fee
- N. Retail outlet video etc. 1 year (50%)
- O. Photographs, stills, drawings, photostats, Denmark, 1 year (minimum 100%)
 Eg advertisements in the printed medium, photostats at sales points, etc.
 Type of use _____
 Against a payment of _____ % of the studio fee
- P. Photos, stills, drawings, photostats, abroad
 Country/-ies: _____ = _____ %

Q. CD-Rom, Denmark
Editions of 0-5,000 copies, Denmark, 2 years (minimum 25%)
Editions of 5,001-10,000 copies, Denmark, 2 years (minimum 40%)
Editions of more than 10,000 copies, Denmark, 2 years (minimum 50%)
Number of editions _____ against a payment of _____ % of the studio fee

R. Internet
Denmark, 1 year (minimum 50%)
The rest of the world (minimum 125%)

S: Video presentation:
- on stations, train and metro
- in airports and on board planes
- in taxis or
- via mobile phones
Free use in Denmark, 1 year (minimum 10% for each area of use)
Area(s) _____ x _____ % = _____ %

T: Projection TV, Denmark, specific negotiation between producer and performer
Place, number of presentations/period: _____
Against a payment of _____ % of the studio fee

If rights are purchased for more than one period this shall be stated as follows:

(Use (A, B, etc.): xx periods of yy% = zz%)

_____ : _____ periods of _____ % = _____ %

_____ : _____ periods of _____ % = _____ %

Possible specific negotiation (cf. Clause 15):

Use: area _____ in _____ year, paid by _____ % of the studio fee.

TOTAL STATEMENT OF USE FEE: _____ % of the STUDIO FEE

TOTAL CONTRACT AMOUNT:

Number of filming days: _____ of DKK _____	DKK: _____
Number of filming days <u>not</u> to be included in the total studio fee on the basis of which the use fee is to be calculated, cf. Clause 3 (5) and (7): _____ of DKK _____	DKK: _____
Overtime, Sundays and public holidays, etc., cf. Clause 5/special services, cf. Clause 7:	DKK: _____
/supplements cf. Clause 3 (10): _____ %	DKK: _____
Supplements for the second and subsequent spots, cf. Clause 3 (5):	DKK: _____
TOTAL STUDIO FEE on the basis of which holiday allowance is to be calculated:	DKK: _____
TOTAL STUDIO FEE on the basis of which the use fee is to be calculated:	DKK: _____
Use fee: _____ %	DKK: _____
Travel and waiting days: _____	DKK: _____ (holiday allowance is calculated in accordance with Clause 8)
Per diem rates and accommodation: _____	DKK: _____
Holiday allowance, to be paid to the Holiday Fund:	DKK: _____
TOTAL:	DKK: _____

4. PAYMENT OF FEE

The fee shall be paid when the performer has completed his part in the production, cf. Clause 3 (11).

5. SPECIAL AGREEMENTS

6. SPECIAL EFFECTS/STAGE REQUISITES

The performer shall bring the following effects/stage requisites with him/her for the part. The producer shall be responsible for such effects (cf. Clause 12 (5)):

7. LATER USES

a: The producer may/may not prolong the ticked-off uses against payment of renewed use fee.

Please state which (A, B, etc.):

b: The producer may/may not use other rights than those ticked-off above against payment of renewed use fee.

Please state which (A, B, etc.):

c: The performer may/may not cancel the producer's options in accordance with 7a and 7b above at 6 months notice.

Please state which (A, B, etc.):

d: The following uses may only be acquired by the producer after specific negotiation about payment and use periods with the performer:

8. LAPSE OF OPTIONS AND EXPLOITATION RIGHTS

All exploitation rights and options in relation to the performer's performance lapse 5 years after the first showing of the commercial.

_____ date _____

Performer

Producer