CREW DEAL MEMO

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| **COMPANY:** |
| **CONTRACTOR:** |
| **POSITION:** |
| **ADDRESS:** |
| **PHONE:**  **SOCIAL SECURITY #:**  **START DATE:**  **FEDERAL I.D. #**  **WEEKLY RATE:** |

**BILLING: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRODUCTION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BUDGET ACCOUNT:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Deal Memo confirms the agreement between Contractor and Company on the following terms and conditions:

1. The product of Contractor’s services is a work-for-hire for copyright purposes. By signing below, Contractor grants and assigns to Company all rights of any kind in and to Contractor’s services and the products thereof, notwithstanding any expiration or termination hereof. Company and its successors, assigns and licensees have the absolute right to make changes in, and have no obligation to use, the product of Contractor’s services. As to Company, its successors, assigns and licensees, Contractor grants, and waives all personal rights and objections to, any use of Contractor'’ name, likeness picture, voice or biography in connection with the motion picture or its exploitation.
2. Company will not be responsible for any loss, theft or damage of or to any personal property belonging to Contractor not rented by Company. Contractor is responsible for all recoverable items purchased, which must be reconciled with accounting during “wrap.”
3. The use of, or being under the influence of, alcohol or illegal drugs during this engagements is prohibited and will result in immediate dismissal.
4. The rate indicated herein is a flat rate, and no overtime shall be paid by Company to Contractor. No guaranteed turnaround or meal penalties. The weekly rate is the same for a five-day or six-day work week. A partial work week (less than five days) will be pro-rated. No pay for holidays not worked. If holidays or Sundays are worked, pay is at normal straight time. The sum of the Contractor’s work invoice submitted to Company shall not exceed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Contingent Compensation: As compensation for Contractor’s providing services described herein at a greatly discounted rate, and in addition to the maximum amount of invoiced work set forth in section 4 above, Contractor shall receive \_\_\_\_\_% of Company’s Net Profits. For purposes of this Agreement, “Company’s Net Profits” shall mean 50% of Net Profits. “Net Profits” shall mean net revenue less all costs and expenses incurred by Company in connection with pre-production, production, post-production, finishing and marketing. The calculation and amount of Net Profits and Company’s Net Profits used for purposes of determining the payment of Contractor under this paragraph shall be identical to the calculation and amount of Net Profits and Company’s Net Profits used to determine payments to Company and to the Company’s director and star, and to the investors in the Production under their respective contracts. Contractor's right to receive such contingent compensation shall vest only upon Contractor's full completion of all duties appropriate to Contractor's position.
6. Contractor shall not have, and hereby waives, any right to enjoin restrain or interfere with the production for any reason including any failure by Company or any other party to comply with credit obligations. Except for terms expressly provided herein, any and all billing is subject to Company’s sole and absolute discretion.
7. Any Contractor claim for injury on the job is limited to Company’s Worker’s Compensation insurance policy.
8. Company shall neither exercise nor have any right to control the means by which Contractor’s work is to be accomplished. Contractor is an independent contractor and no employment relationship shall be deemed created by this agreement or by Contractor’s provision of service hereunder. Contractor understands and acknowledges that as an independent contractor he/she will be fully responsible for paying all required state and federal taxes, and that compensation received from Company will be in a lump sum amount and will not reflect any withholdings or deductions. Company may, at its sole discretion, terminate this contract at any time, and may suspend performance hereunder without pay during any force majeure as commonly defined in the motion picture industry. This production is non-union as to the crew, and Contractor is providing his services on such a basis.
9. The contents of this contract shall remain confidential between Company and Contractor. This agreement is governed by California law. This is the entire agreement between the parties and no amendment or waiver is valid unless in a writing signed by both parties.
10. Company is the sole proprietor of Production and reserves the rights to all final editing and distribution decisions on Production.

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**CONTRACTOR’S SIGNATURE COMPANY SIGNATURE**

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**DATE DATE**