

**CREW AND CAST DEAL MEMO**

PICTURE TITLE: \_\_\_\_\_

START DATE: \_\_\_\_\_ POSITION: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: Cell: \_\_\_\_\_ Work: \_\_\_\_\_

SCREEN CREDIT (if granted): \_\_\_\_\_

\*\*\*\*\*

(items below to be completed by production company only)

FLAT FEE: \$ \_\_\_\_\_ ("Fee")

OTHER TERMS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Deal Memo shall confirm the agreement between the above stated employee ("Employee") and Flashpoint Chicago, a Campus of Columbia College Hollywood ("Company or Producer") in connection with the motion picture presently entitled \_\_\_\_\_ (the "Picture"). For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Exempt Employee** - Employee's compensation is limited to the Fee set forth above and Employee shall not be entitled to any additional compensation, including but not limited to overtime, turnaround or other hourly payments, except as expressly provided in this Deal Memo.
2. **Payment Of Fee.** The Fee to be paid to Employee under this Deal Memo will be paid as specified in "Other Terms", above, or it not, then as follows: ----- The Fee set forth above includes all time spent by Employee in preparing for this project, the full production shooting dates, equipment or supply return, as applicable, and for all follow-up duties as reasonably required by Producer.
3. **Income Tax Reporting.** Any and all payments to Employee in excess of \$600 (excluding reimbursed expenses) will be reported to the Internal Revenue Service and to applicable state agencies as Employee's income.
4. **Nights, Weekends, Holidays, Work Time.** Unless expressly provided in this Deal Memo, no increased or additional compensation shall accrue or be payable to employee for the rendering of services at night or on weekends or holidays, or after the expiration of any particular number of hours of service in any period.
5. **Food/Turnaround Time.** The Producer will provide meal breaks of at least one-half hour or will provide food service at approximately six (6) hour intervals. The Employee is entitled to a ten (10)

hour turnaround rest period from the time Employee is finally dismissed until Employee's first call thereafter.

6. **Petty Cash/Expenses/Equipment.** Employee will be personally responsible for purchases, rentals and expenses not approved in advance, in writing, by Producer. All petty cash expenditures must be documented by valid, original receipts and must be submitted for reimbursement within five (5) days of expenditure. Employee shall be responsible for returning to the Company on or before the completion of principal photography of the Picture, all materials, equipment, and other items owned or rented by or otherwise in possession of Company, its agents, assigns or licensees or purchased with Company funds. If Employee is assigned a walkie talkie, beeper or pager, Employee shall be responsible for returning the same to the Unit Production Manager in good working order. In no event shall Company be responsible for any cellular phone costs or similar communication charges incurred by Employee.
7. **Kit Rentals are subject to W2 or 1099 reporting.** Invoices for rentals should be attached to employee's timecard and completed in accordance with instructions from Producer. Insurance and maintenance of any Employee rentals shall be the sole responsibility of the Employee.
8. **Alcohol or Drugs Prohibited.** Employee agrees that use of alcohol or drugs during hours of employment is prohibited and that cigarette smoking will occur only in designated areas.
9. **Publicity.** Employee shall not release to third parties any scripts or outlines without prior written permission from Company.
10. **Exclusive Services.** Employee's services are provided on an exclusive basis to Company with respect to the Picture from the Start Date through the completion of Employee's services as designated by Company. Company shall have the right to reschedule the Start Date and Employee's services as it may require.
11. **Insurance.** Producer will not be responsible for any loss of or damage to Employee's personal property or for any personal injury to Employee subject, however, to Producer's obligation to obtain applicable worker compensation, accident, and third party damage insurance, copies of which will be on file at Producer's office.
12. **Credit.** Unless otherwise specified in this Deal Memo, screen credit is at Producer's discretion and is contingent upon Employee's performing all services required hereunder in a satisfactory manner through completion of term.
13. **No Guaranteed Employment/Discharge.** Unless expressly provided elsewhere in this agreement, Employee's services hereunder shall not be for a "run of the show" or for any guaranteed period of employment. Producer reserves the right to discharge employee at any time, subject only to the obligation to pay the balance of any guaranteed compensation due. This Deal Memo is subject to immediate suspension and/or termination (at Producer's election) without further obligation on the part of Producer in the event of any incapacity or default of Employee or in the case of any suspension, postponement or interference with the production by reason of labor controversy, strike, earthquake, act of God, governmental action, regulation, or decree or for any other customary force majeure reason.
14. **Binding Agreement.** The terms and conditions of this Deal Memo are binding on Producer and on Employee and shall not be waived, amended or altered except by mutual written agreement of the parties. Any added conditions on the front of this deal memo inconsistent with these conditions of employment shall be null and void.
15. **Work Made For Hire Basis.** Employee's contributions in the performance of services hereunder are as "work made for hire" (as such term is understood under the United States copyright laws) specially commissioned by Company for inclusion in a motion picture. Company shall be deemed to be the "author" and own all rights in and to Employee's services including, without limitation, all now or

hereafter existing rights of every kind and character in and to all results and proceeds thereof Company shall have the full right to exploit the same and to use Employee's identity, name, voice, likeness and biographical material in and in connection with the Picture, all advertising and publicity therefor and subsidiary and ancillary uses thereof, including "behind-the-scenes" films, "electronic press kit", video releases, merchandising and commercial tie-ins (but not product endorsements), without additional compensation therefore. Employee expressly waives any rights of droit moral afforded Employee in connection herewith under the laws of any country.

16. **No Publicity.** Employee shall not directly or indirectly initiate, participate in, circulate, publish or otherwise disseminate any news story, article, book or other publicity concerning the Picture, or Employee's or others' services in connection with the Picture without Producer's prior written consent, *except that* Employee may issue personal publicity mentioning the Picture. Employee has permission to show a videotape of Picture in connection with seeking future employment.
17. **Arbitration.** Any controversy or claim arising out of or relating to this Deal Memo or any breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association; and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees.
18. **Warranty.** Employee warrants and represents that he or she has the right and ability to enter into this Deal Memo and that all representations made herein do not conflict with duties or obligations owed by Employee to any other person or entity.
19. **Assignment.** 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 obligations to Employee.
20. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties regarding the subject matter and supersedes any prior agreement or understanding, whether oral or written, between the parties.

EMPLOYEE ACCEPTS ALL CONDITIONS OF EMPLOYMENT AS DESCRIBED ABOVE. AGREED TO AND ACCEPTED.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRODUCER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_