

CFC Filmmaker

Collaboration Filmmakers Challenge 2017

CREW DEAL MEMO

CREW MEMBER: _____

NAME FOR CREDITS: _____

START DATE: _____

LENDER (if applicable): _____

ADDRESS: _____

PHONE: _____

SOC. SEC: _____

MOBILE: _____

FAX/ALT #: _____

POSITION: _____

HOURLY RATE: _____

WEEKLY RATE: _____

CAR/BOX: _____

FED ID#: _____

ACCT #: _____

IN CASE OF EMERGENCY, NOTIFY:

Name: _____ Relationship: _____ Phone #s: _____

ADDITIONAL TERMS/PROVISION: _____

**BOX AND EQUIPMENT IS SOLE RESPONSIBILITY
OF CREW MEMBER. PRODUCER ASSUMES NO RESPONSIBILITY FOR SAME**

1. RATE: Engagement hereunder is at an "at will" nature and is subject to termination without notice by either party. Producer shall have the right to deduct from Crew Member's check any and all outstanding unapproved incidentals incurred by Crew Member in connection with Crew Member's services herein. Withholding taxes may be applied to all amounts paid for per diem, mileage, box or kit rentals or for any non-accountable expense reimbursements in excess of IRS guidelines.

2. EXCLUSIVITY: Crew Member's services shall be rendered to Producer on an exclusive basis while Crew Member is employed by Producer pursuant to this agreement. Crew Member shall be subject to the direction and control of Producer. Crew Member shall comply with all rules and regulations of Producer, including, without limitation, those set forth herein.

3. PURCHASES/RENTALS/EXPENSES: Purchases, rentals and expenses shall not be reimbursed without the prior written approval of Line Producer and/or UPM. Purchases and

rentals must be made by purchase orders, unless otherwise authorized in writing in advance by Line Producer and/or UPM. Cellular phone usage will not be reimbursed without prior written approval by the Line Producer and/or UPM; no rental or access charges will be paid. Petty cash expenses not accompanied by receipts will not be reimbursed. Personal items rented to Producer shall be permitted only upon prior written approval of the UPM and must be insured by Crew Member at Crew Member's sole cost and expense.

4. BOX RENTALS: In accordance with IRS guidelines, allowance, box and/or kit rental fees shall be reported as income if/as required by the IRS. Crew Member will be required to provide an inventory list of all such box or kit rental items, if any. Box and/or kit rentals will be prorated for any partial week worked.

5. AUTO: Automobiles and equipment owned or rented by Crew Member which is utilized in connection with Crew Member's services hereunder must be insured by Crew Member. Producer assumes no responsibilities for loss or damage. There shall be no reimbursement in connection with the use of personal vehicles without prior written approval from Producer. Drivers of production vehicles are expected to take reasonable care of the vehicle they are responsible for, and may be asked to sign a waiver of Producer responsibility for any damages incurred through negligence of driver. Use of production vehicles for non-production related purposes is strictly prohibited. In the event that a production vehicle is damaged in connection with non-production related purposes, Crew Member will be solely responsible for any such damages, including the payment of any insurance deductible costs in connection therewith. Crew Member is not to drive to a distant location without prior written approval from Producer, in which case proof of insurance with copy of valid driver's license must be on file in the Production Office. Any unauthorized travel to distant locations is at Crew Member's risk and liability. All traffic and/or parking tickets incurred during Crew Member's use of a vehicle shall be the sole responsibility of the Crew Member. Producer shall be permitted to deduct the cost of any unpaid traffic and/or parking tickets from Crew Member's wages herein.

6. HOTEL/APARTMENT INCIDENTALS: In the event Crew Member is housed in a hotel and/ or apartment by Producer in connection with Crew Member's services herein,

Producer shall only be responsible for the room and taxes in connection therewith. Crew Member shall be solely responsible for any and all hotel and/or apartment incidentals, and/or any damage caused by Crew Member.

7. GUESTS TO THE SET/PHOTO/PUBLICITY: Crew Member shall not be permitted to bring any guest(s) to the set without the prior written approval of the Line Producer and/or UPM. No personal photography is permitted on or around the set.

8. DRUGS/ALCOHOL: The consumption of alcoholic beverages by Crew Member during working hours, and the use of non-prescribed controlled substance, is prohibited and cause for immediate dismissal.

9. RECOVERABLE ITEMS: Crew Member shall be responsible for returning in a timely manner to Producer on or before completion of the Picture, all materials, equipment, and other items owned or rented by, or otherwise in the possession of Producer, its agents, assigns or licensees or purchased with Producer's funds ("Recoverables"). Crew Member shall be responsible for all Recoverables purchased, if any, and must be reconciled with accounting during wrap-up of the Picture. All Recoverables will be collected upon completion of Crew Member's services in connection with the Picture. Crew Member acknowledges and agrees that work originating or created in connection with the production of the Picture, including, without limitation, correspondence and documents, shall be the exclusive property of Producer and any disclosure or use thereof by Crew Member shall be deemed a material breach hereof. Recoverables shall include, without limitation, props, wardrobe, equipment, tools, materials, supplies and film stock.

10. NAME/VOICE/LIKENESS/BIO: Lender and/or Crew Member irrevocably grant Producer and its successors and assigns the right to use Crew Member's name, voice, likeness and biography in connection with the exploitation and promotion of the Picture in any manner and any medium whatsoever (including, but not limited to, "behind-the-scenes" or "making of" films), in perpetuity and throughout the universe, without further compensation.

11. PRODUCT PLACEMENT: Product tie-ins or product placement are not to be made without prior written permission from Producer.

12. OWNERSHIP: All of the results and product of Crew Member's services are being specially ordered by Producer for use as part of a motion picture or audio-visual work and are a "work- made-for-hire" and Producer is the sole author and owner of all rights therein forever and for all purpose throughout the universe, including the right to make any changes. To the extent that Producer is not deemed the author and owner of all such results and product Lender and Crew Member hereby irrevocably assign, in perpetuity and throughout the universe of same to Producer. Lender and Crew Member hereby waive all moral rights.

13. NO AUTHORITY. Crew Member acknowledges and agrees that Crew Member has no right or authority to and shall not employ any person to serve in any capacity, nor contract for the purchase or rental of any article or material, nor make any commitment or agreement whereby Production Company shall be required to pay any monies or other consideration or which shall otherwise obligate Production Company, without Production Company's express prior written consent.

14. DAMAGES; EXCLUSIVE REMEDY: In the event of a breach by Producer, Lender and Crew Member's sole remedy shall be an action at law for damages. In no event shall Lender or Crew Member be entitled to equitable or injunctive relief, and in no event shall Lender and/or Crew Member be entitled to rescind this agreement or enjoin or restrain the development, production, distribution or exploitation of the Picture.

15.CREDIT: Screen credit shall be at the sole discretion of the Producer, unless subject to applicable collective bargaining agreement. If credit is granted, it shall be as set forth herein above.

16.CONFIDENTIALITY: Lender and Crew Member agree not to disclose any creative and/or material information whatsoever about this agreement or the Picture (including, but not limited to, details of conversations or events that transpire duration of my engagement in connection with the Picture) without Producer's prior written approval in each instance. Lender and Crew Member shall not issue nor permit others to issue information or statements (written or otherwise) concerning the Picture or any person or entity connected therewith. Lender and Crew Member agree that neither Lender nor Crew Member shall sell any rights or stories to any third party to the extent that they relate to or include any information concerning the Picture, and further agree not to participate in any manner in the preparation, production or drafting of any materials produced by third parties that relate to the Picture including, without limitation, books, magazine articles, newspaper articles, television shows, Internet websites and any other form of media, without the express prior written consent of Producer. Lender and/or Crew Member shall not make or authorize any photography, advertising or publicity in connection with the Picture without Producer's prior written consent.

17. NO OBLIGATION: Nothing herein shall be deemed to obligate Producer to use Crew Member's services, or the results of such services, in the Picture, or to produce, release or distribute the Picture or to continue the release and distribution of the Picture or to otherwise exploit any rights granted to Producer hereunder. Producer shall have fully discharged Producer's obligations hereunder by payment of the minimum compensation required hereunder.

18. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and all prior agreements between the parties have been, by this reference, merged herein. No representation or warranties have been made other than those expressly provided for herein. This agreement may not be altered, modified, changed, rescinded or terminated in any way except by an instrument in writing signed by the parties hereto. This agreement shall be governed by and construed in accordance with California law as if this agreement were executed and performed fully in California, regardless of where execution and performance hereunder may actually occur, and the courts located in Los Angeles, CA shall have exclusive jurisdiction of all cases and controversies.

19. RESOLUTION OF DISPUTES BY BINDING ARBITRATION: Producer and Crew Member shall submit all questions, disputes, controversies or claims between them to binding arbitration under the California Arbitration Act, California Code of Civil Procedure §1280 et seq. The arbitration shall be administered by JAMS in accordance with its rules and procedures. The arbitration shall take place in Los Angeles County before a single neutral arbitrator from the panel of JAMS. The opinion and award will decide all issues submitted and shall be final and binding to the fullest extent permitted by law and will be enforceable by any court having

jurisdiction. It is understood and agreed that each of the parties shall bear its, his or her own attorneys' fees, expert fees, consulting fees, and other litigation costs (if any) ordinarily associated with legal proceedings taking place in a judicial forum, unless the arbitrator orders otherwise. The arbitrator shall be permitted to award those remedies, including, without limitation, attorney's fees, in law or equity, which are requested by the parties and which the arbitrator determines to be supported by credible and relevant evidence presented. The party who prevails in any arbitration may seek to have the arbitrator's award confirmed as a judgment of the Los Angeles Superior Court and/or the United States District Court located in Los Angeles, California.

20. **EQUAL EMPLOYMENT OPPORTUNITY:** In order to ensure equal employment opportunity for every crew member, all decisions relating to the employment and personnel will be made without regard to race, religion, sex, sexual orientation, age, national origin, citizenship status, veteran status, or disability (collectively, "Personal Attributes"). Producer is firmly committed to a policy and practice of non-discrimination in all areas of employment, and will comply with all applicable federal, state, and local statutes pertaining to employment. Harassment, which includes harassment on the basis of Personal Attributes, against crew members in any form will not be tolerated and shall be cause for immediate dismissal.

21. **ASSIGNMENT:** Producer may assign, transfer, license, delegate and/or grant all or any part of its rights, privileges and property hereunder to any person or entity. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Crew Member may not assign this Agreement or any of Crew Member's rights or obligations.

22. **HIATUS:** Producer may determine, in its sole discretion, to have a hiatus during a holiday period. Any such hiatus period shall be unpaid.

It is specifically agreed that this is not a "Pay or Play" deal or run of the show contract. Producer reserves the right to terminate Crew Member at any time subject only to the obligation to pay the balance of any compensation earned by Crew Member but unpaid by Producer as of the date of termination.

AGREED TO BY CREW MEMBER:	AGREED TO BY LENDER (if applicable):	AGREED TO BY PRODUCER: CFC Filmmaker
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_____	_____	_____
	("Lender")	

_____	_____	_____
(PRINT NAME)	(PRINT NAME)	(PRINT NAME)

_____	_____	_____
(DATE)	(DATE)	(DATE)