DEAL MEMO
TERMS OF AGREEMENT

Project title :
Nature of project : Feature film / TV serial / AD film / Documentary / Music Video / Virtual Content / Other (Specify)

Employer's Details -
Producer :
Production Company :
Address :

Employee's Details -
Name :
Association Membership No : WICA membership No.
Designation : DOP / ASST CAM / CAMERA ATTENDANT / etc
Address :

1. SERVICES:
During this engagement, DOP/Asst Cam/Camera Asst etc. will render services whenever and wherever Producer may reasonably require, in a competent, conscientious, and professional manner, meeting the needs of the Producer in all matters, including those involving artistic taste and judgment.

2. TERM:
Contract effective date: **Contract end date:** **Total work days:**

3. WORKDAY:
a) Workday shall include, if any - (i)Tech Reccee (ii) Travel to and from outstation location (iii) Pre Light (iv) Filming
b) Workday duration – exclusive of a one hour lunch break and ½ hour tea break wherever applicable.
(i) Shifts of 8hrs - upto a maximum of 12 working hours (ii) Day of 12 hrs - upto a maximum of 12 working hours
c) All partial shifts / day extensions will be paid on a 2 times pro-rated basis of the per shift / day rate to the nearest approaching ½ shift termination time
d) Every 7th day of a schedule will be a rest day / holiday
e) Scheduled rest day/holidays on outstation locations are payable at 50% of basic Shift or Day rate.

4. COMPENSATION:
a) Base rate: For Per shift (8 hrs) or day (max 12 hrs) of performance Rs _____ (Rupees (In words)_____)
b) No of Days of performance: (i) Tech Reccee @50%_____Days (ii) Travel @ 50% _____Days (iii) Prelight_____Days (iv) Filming _____Days (v) Rest days / Holidays @ 50%_____Days (v) **Total** _____**Days**.
c) Total Fees: Rs_____(Rupees (In words))

5. PAYMENT TERMS:
a) Advance / Booking Amount – Rs_____ Due Date -
b) Instalments -
1st Installment amount - Rs_____Due date - 2nd Installment amount - Rs_____Due date -
3rd Installment amount - Rs_____Due date - 4th Installment amount - Rs_____ Due date -
5th Installment amount - Rs_____Due date - Final Installment amount - Rs_____Due date -

6. OVERDUE PAYMENTS:
a) All dues to be cleared within 30 days of due date.
b) All dues of over 30 days will attract interest @24% per annum or part thereof.

7. CONVEYANCE AND ALLOWANCES:
a) Workdays in City of residence -
(i) Conveyance Rs_____ per day of - prep/Reccee/Prelight/Filming/Postproduction/travel.
b) Workdays outside city of residence but within the country -
(i) Conveyance Rs_____ payable only on day of departure and day of return to city of residence. On location transportation arranged by production company.
(ii) Daily allowances are payable per day inclusive of all days from date of departure to date of return at the rate of Rs_____ per day.
(iii) Estimated No of days is _____ days.
c) Workdays outside the country -
(i) Conveyance Rs_____ payable only on day of departure and day of return to city of residence. On location transportation arranged by production company.
(ii) Daily allowances are payable per day inclusive of all days from date of departure to date of return at the rate of USD _____ per day.
(iii) Estimated No of days is _____ days.

8. REST PERIODS / TURNAROUNDS:
Rest Periods following pack up announced on set shall be as follows:
1) Twelve (12) hours per day between successive Pre light or Filming days;
2) Twenty four (24) hours between successive work weeks within a schedule i.e. every 7th day within schedule.
3) Twelve (12) hours between locations in the case of a company move between locations within a schedule if move is less than 4 hours of travel.

4) Twenty Four (24) hours between locations in the case of a company move between locations within a schedule if move is more than 4 hours of travel.
5) Should Producer require DOP / ASST CAM / CAMERA ATTENDANT / etc. to render services in violation of the established rest period, Producer agrees to compensate Camera dept. crew at one and a half times Crew's base rate per shift / day pro-rated to the nearest approaching ½ shift termination for the invaded period only.

9. CREDIT:

Provided that DOP / ASST CAM / CAMERA ATTENDANT fully performs all services and obligations hereunder and is not in default hereunder, he/she shall be entitled to receive credit on screen substantially in the form:

Director of Photography / ASST CAM / CAMERA ATTENDANT - Name

A failure by Producer or its assignees or licensees to comply with the credit requirements hereof shall be deemed a breach of this Agreement.

10. INSURANCE:

Producer shall provide DOP / ASST CAM / CAMERA ATTENDANT with worker's compensation, liability insurance, medical insurance and any other insurance appropriate to the services provided by the contractee respectively.

11. ADDITIONAL ITEMS:

a) DOP shall have approval in the selection and employment (including but not limited to termination of any employee) of his/her crew.
b) DOP is subject to income tax deduction at source, unless individual provides prior Tax exemption certificate. Where applicable The DOP / ASST CAM / CAMERA ATTENDANT will furnish PAN, Service tax details to Production company prior to engagement

12. SUSPENSION AND TERMINATION:

a) Producer shall have customary rights of suspension and termination by reason of any event beyond Producer's control which materially hampers production of the Picture, including, without limitation, force majeure, labor strike, or the death, material default, illness or incapacity of the Producer or the Director, Director of Photography, or any principal cast member.
b) The DOP shall be compensated to the preceding remuneration instalment in full and pro-rated dues till the time of termination notice.
c) The producer shall obtain a NOC from the exiting DOP before employing another DOP to replace him.

15) DOP'S REMEDIES:

DOP / ASST CAM / CAMERA ATTENDANT recognises that in the event of a breach by Producer of its obligations under this Agreement (including, without limitation, breaches of the Agreement rising out of credit obligations), the damage (if any) caused to the DOP / ASST CAM / CAMERA ATTENDANT thereby is not irreparable or sufficient to entitle DOP / ASST CAM / CAMERA ATTENDANT to injunctive or other equitable relief. DOP therefore agrees that DOP / ASST CAM / CAMERA ATTENDANT 's rights and remedies shall be limited to the right, if any, to obtain damages at law, and that the DOP shall not have the right in such event to terminate or rescind this Agreement or to enjoin or restrain the distribution or exhibition of the Picture. Neither the expiration of this Agreement, nor any other termination thereof shall affect the ownership by Producer of the results and proceeds of the services supplied by DOP / ASST CAM / CAMERA ATTENDANT, or any other rights granted herein to Producer, or alter any of the rights and privileges of Producer, or any warranty or undertaking on the part of DOP / ASST CAM / CAMERA ATTENDANT in connection with such results and proceeds.

16) MISCELLANEOUS:

This Agreement shall be deemed to be made in __*Place*__ and shall be construed in accordance with the laws of __*State*__ State applicable to contacts made and performed therein.

Notwithstanding any other provision of this Agreement, DOP / ASST CAM / CAMERA ATTENDANT 's remedy for breach by Producer of any provisions of this Agreement shall be the right to pursue Arbitration with the respective Unions/Associations or an action at law for damages.

The termination of this engagement or this Agreement for any reason shall not affect the Producer's right to the result and proceeds of The DOP/ ASST CAM/ CAM ATTENDANT work already done

Producer shall have the right to assign this Agreement to any person or entity, provided an NOC has been taken from the 'Outgoing' DOP.

DOP / ASST CAM / CAMERA ATTENDANT shall, upon request, execute, acknowledge and deliver to Producer such additional documents as Producer may deem necessary to effectuate Producer's rights hereunder.

This Deal Memo supersedes all other agreements between the parties, either oral or written, and constitutes the full agreement between the parties unless amended to the contrary in writing and signed by both parties.

Signed:_____ Signed:_____

DOP / ASST CAM / CAMERA ATTENDANT etc. **Producer**

DATE:

PLACE: