THE FREE STATE OF JONES

STANDARD CREW DEAL MEMO

"AGREEMENT"

D E A L T E R M S

PICTURE: FREE STATE OF JONES	**EFFECTIVE DATE:**
PRODUCTION COMPANY: FSO JONES, LLC	**EMPLOYER OF RECORD: PAYEES, LLC** **PHONE:** **FAX:**
EMPLOYEE NAME:	**Home Phone:**
ADDRESS:	**Cell Phone:** **Fax:**
SOCIAL SECURITY #:	**EMPLOYMENT TERMS**
EMPLOYEE E-MAIL:	[ ]DAILY EMPLOYMENT [ ]WEEKLY EMPLOYMENT

UNION/GUILD: DGA IATSE Teamsters NONE	**OCCUPATIONAL CODE & LOCAL #:**	**START DATE:**	**GUARANTEED HOURS PER WORK DAY:**	**GUARANTEED DAYS PER WORK WEEK:**
JOB TITLE		**DAYS GUARANTEED:**	**WEEKS GUARANTEED:**	**LOCATION PER DIEM:**

BOX RENTAL: US$ _____ [ ] None [ ] One Time Allow [ ] Per Day [ ] Per Week	**CAR ALLOWANCE:** US$ _____ [ ] None [ ] One Time Allow [ ] Per Day [ ] Per Week		Studio Rate	Location Rate
		HOURLY RATE		
CELL ALLOWANCE: US$ _____ [ ] None [ ] One Time Allow [ ] Per Day [ ] Per Week	**MILEAGE ALLOWANCE:** US$ _____ [ ] None [ ] One Time Allow [ ] Per Day [ ] Per Week	**DAILY RATE**		
		WEEKLY RATE		

SCREEN CREDIT (IF ANY):	**OT/MEAL PENALTIES:**
ADDITIONAL TERMS:	**GOVERNING LAW:**
TRAVEL / ACCOMMODATIONS:	
EXPENSES:	
CORP NAME: [ ] LOAN OUT	**FED.ID#** **PHONE:** **FAX:**
AGENCY/AGENT:	**PHONE:** **FAX:** **E-MAIL:**

In Witness Whereof, Employee or the Lender designated below on behalf of Employee ("Employee") and Production Company or Employer of Record acting on its behalf ("Employer") make this Agreement for Employee's services on the Picture, consisting of the Deal Terms above, the Standard Terms on page 2, the Safety Guidelines on page 3 and any attachments indicated in the Deal Terms (collectively the "Agreement"), as of the Effective Date.

By signing below Employee warrants reading and understanding all the terms of this Agreement and agrees to be bound by them.

Employee / Lender

_____

Date:_____

Production Co.

FSO Jones, LLC

Date:_____

THIS DEAL MEMORANDUM CONFIRMS THE AGREEMENT BETWEEN THE ABOVE-STATED EMPLOYEE AND FSO JONES, LLC ("COMPANY") WITH RESPECT TO THE ABOVE-REFERENCED MOTION PICTURE ("PICTURE"). THE ENGAGEMENT OF EMPLOYEE SHALL CONTINUE ON AN EXCLUSIVE BASIS AS REQUIRED BY COMPANY. TERMS AND CONDITIONS OF EMPLOYEE'S ENGAGEMENT (INCLUDING THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN) ARE AS FOLLOWS:

1. UNION AGREEMENT: Without limiting the provisions of this deal memorandum, to the extent that any provision of this agreement conflicts with the mandatory provisions of any union, guild or other collective bargaining agreement of which Company is a signatory or to which Company has entered into a written adherence agreement, and which is applicable to Employee's services hereunder (each a "Union Agreement") the provisions of the Union Agreement shall prevail; provided, however, that in such event the provisions of this agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum mandatory terms and conditions of the Union Agreement. Employee's services are subject to the terms of all applicable collective bargaining agreements, if any, which by their terms and conditions of the Union Agreement.

2. Employee agrees to comply with the procedures regarding Time Cards, Petty Cash, Purchase Orders, Check Requests, and Cellular Phones as outlined in the Company's Accounting Procedures memorandum.

3. If a Daily Rate is indicated, engagement is for minimum period of one day. If a Weekly rate is indicated, engagement is for a minimum period of one week. There is no other guarantee of the period of the engagement. Any fraction of a week will be computed and paid on a pro-rata basis.

4. Employee will not be authorized to work and will not be paid unless Employee is listed on the day's Call Sheet or has written authorization from the UPM or Line Producer.

5. No overtime prior to company call or after wrap will be paid without the Unit Production Manager's ("UPM") prior approval. No Holidays or 6th of 7th days shall be worked without the UPM's prior approval.

6. Employee is responsible for all recoverable items purchased. These must be reconciled with accounting during wrap. All recoverable items will be collected at wrap.

7. Time cards must be turned in by end of day on Friday for work during the previous week. Time cards submitted late may be paid late.

8. All rentals are subject to 1099 reporting. Please attach a list of box and other equipment rented to Company. Employee acknowledges that such box, equipment and any other personal property must be insured by Employee. Company assumes no responsibility for loss or damage to such box, contents, or equipment and any other personal property.

9. The use of artificial stimulants or alcohol prior to, or during the hours of the engagement will result in immediate dismissal of Employee.

10. Anyone engaging in sexual or other unlawful harassment, including those in a supervisory capacity, will be subject to disciplinary action, up to and including termination of employment.

11. Any credit hereunder shall be accorded by Company (at its discretion) only if Employee performs all of the services required herein.

12. Employee acknowledges that all material information about the Picture and all terms and conditions of this Agreement are and shall remain confidential, and Employee agrees not to reveal such information or terms or conditions to any third party.

13. It is understood that sole control and discretion with reference to all matters pertaining to the Picture are vested solely and exclusively in Company.

14. All material of whatever kind or nature created or furnished by Employee and all of the results and proceeds of Employee's engagement in connection with the Picture (all such material and all such results and proceeds being referred to collectively herein as the "Material") will be created solely by Employee as a "work-for-hire" specially ordered or commissioned by Company for use as part of the Picture, with Company being deemed the sole author of the Material and the owner of all rights of every kind and nature, whether now known or hereafter known or devised (including, without limitation, all copyrights and extensions and renewals of copyrights) in and to the Material, with the right to make uses of the Material throughout the universe in perpetuity and all changes in the Material as Company deems necessary or desirable. Company's rights with respect to the Material and/or Employee's services may be freely assigned and licensed, and Company's assignment or license shall be binding upon Employee and inure to the benefit of any such assignee or licensee.

15. Company shall have the perpetual and exclusive right to issue and authorize publicity concerning Employee and to use Employee's name, photograph, likeness, voice, and biography in connection with the distribution, exhibition, advertising, and exploitation of the Picture and the rights therein.

16. Employee acknowledges that: (i) in the event of any breach hereunder by Company, Employee's remedy, if any, shall be limited to an action at law for damages, and Employee will not have the right to terminate or rescind this Agreement, or to enjoin the production, distribution, advertising or other exploitation of the Picture and/or any of the rights in connection therewith; (ii) nothing herein shall obligate Company to use the results and proceeds of the Employee's engagement in the Picture or to produce, advertise, distribute or exploit the Picture and/or any of the rights in connection therewith.

17. Employee warrants and represents that Employee is eligible to be employed in the United States in compliance with the Immigration and Reform Act of 1986. As a condition precedent to Employee's receipt of any payments hereunder, Employee will complete the requisite I-9 Form and will present such Form to Company along with the requisite documentation, as specified in the Form, evidencing that Employee may be lawfully employed.

18. Employee acknowledges that it is a crime under Section 507 of the Federal Communications Act for any person in connection with the production or preparation of any program intended for broadcasting to accept or pay any money or provide any service or other valuable consideration for the inclusion of any matter as a part of any such program without disclosing the same to the employer of the person to whom such payment is made or to the person for whom such program is being produced, and that it is Company's policy not to permit any employee to accept or pay any such consideration. Employee represents that Employee has not accepted and will not accept and has not paid and will not pay any money or provide services or other valuable consideration for the inclusion of any "plug," reference or product identification or other matter in the Picture or any other production hereunder.

THIS DEAL MEMORANDUM CONSTITUTES OUR FULL AGREEMENT UNLESS AMENDED TO THE CONTRARY IN WRITING AND SIGNED BY BOTH PARTIES.

AGREED:

FSO JONES, LLC

_____
EMPLOYEE

By: _____
Authorized Signatory

S A F E T Y G U I D L I N E S

1. GENERAL RULES:
1.1. Obey all "No Smoking" signs. There is to be NO SMOKING on any stage. Observe designated smoking areas and always extinguish cigarettes in butt cans. Dispose of all other trash properly, not in butt cans. There must be no smoking or any other sources of ignition in the vicinity of pyrotechnic material at any time.
1.2. Wear appropriate clothing and any necessary protective equipment. A shirt and closed toe shoes should be worn at all times. Do not wear loose clothing or leave long hair loose and untied if working around machinery. Nonessential jewelry should be left at home. Eye and/or ear protection must be worn when operating equipment or performing other work where damage to sight or hearing could occur.
1.3. Do not work while under the influence of illegal drugs or alcoholic beverages. Medication that might interfere with your alertness or ability to work should be used only under the direction of your physician. If you feel medication is impairing your work, discuss this with your doctor. Don't put yourself or your co-workers at risk.
1.4. Pranks and horseplay should be kept in check. Distracting crew members operating tools or working with specialized equipment can result in accidents.
1.5. Maintain clear walkways and exit passageways. Maintain at least a four-foot perimeter around stage areas. Keep all exit doors unlocked when working. All overhead equipment, fixtures and props should be properly secured with safety wire if needed. Cables on the floor or ground should be ramped in foot traffic areas. Fire extinguishers, hoses and hydrants must remain accessible at all times.
1.6. Production days can be long and grueling; make sure you are getting adequate sleep. Exhaustion can cause accidents too.
1.7. Do not touch equipment that does not belong to your department unless asked specifically by
2. LIFTING AND MOVING: Do not attempt to lift excessive or awkward loads without getting help. Whenever possible, use dollies, carts, hand trucks, etc. If an object is too heavy to move without strain, ask for help. Proper lifting techniques can help prevent back injuries and other strains (lift with your legs, not your back).
3. COMMON FALL RISKS: Stair railings and guardrails are required by law for any elevated surface or around pits or holes. Ensure that lighting is adequate and warning signs are posted when necessary. Use safety harnesses or other fall protection equipment when needed, especially when operating above ground level or outside areas with guardrails.
4. CHEMICALS AND FLAMMABLE MATERIALS: Paints, chemicals and other hazardous materials should not accumulate on stage floors, under platforms or in other work areas. Store hazardous materials safely. Know and observe proper handling and storage procedures for all materials. Set materials should be flame-retardant or made of non-combustible materials.
5. HAND TOOLS AND RELATED EQUIPMENT:
5.1. Use the right tool for the job. Ensure that all equipment is in proper working order and that protective guards are in place and in good condition. Tag and report any damaged or malfunctioning equipment. Avoid areas where others are using power tools unless your job requires you to be there. Watch for flying debris.
5.2. Do not use the top two steps of ladders. Make sure ladders are in good condition and properly supported (do not leave them free-standing against walls – secure them). Ladders should be properly stored when not in use.
6. FILMING EQUIPMENT (Booms, Camera and Insert Cars, Cranes, Dollies, etc.): Use the proper equipment for the job. Be aware of and observe all load capacities. Never allow more than nine people (including the driver) on an insert car. Operators and passengers of all vehicles should always use safety belts or harnesses.
7. FILMING VEHICLES (Aircraft, Helicopters, Cars, Trains, etc.):
7.1. Be especially cautious when walking, driving or traveling in congested areas. Proceed slowly and watch for sudden movement. Be cautious when working around helicopters. Remain at least fifty feet from helicopters unless you are instructed to be closer. Stay away from the tail boom at all times; the tail rotor appears invisible once in motion. No smoking is allowed within fifty feet of aircraft.
7.2. The use of this equipment may require special certification. All vehicles and their safety equipment must be inspected on a daily basis by qualified personnel.
8. ELECTRICAL SAFTEY: Ground and properly maintain all electrical equipment and wiring. Use electrical equipment only for its intended use. Be cautious around water. DC may be required for work above, in or near water.
9. WATER HAZARDS:
9.1. All cast and crew members working on or above water should wear life vests or other safety equipment. Safety lines, nets, divers, observers or other precautions should be taken when working in rivers, streams or other bodies of water with currents.
9.2. Obey boat crew members instructions at all times. Observe capacity limits on all boats. Crew members that are not essential for filming should not be on the water. Know as much as you can about the water: quality, animal life or other hazards.
10. STUNTS AND SPECIAL EFFECTS:
10.1. Stunts and special effects require an on-site dry run or walk-through with all involved parties before filming. The walk-through, safety meeting and rehearsal should be documented on the daily production report. It is the policy that all stunts and effects be reviewed by all participants prior to execution to help ensure that they are performed in the safest manner possible. The appropriate safety bulletins must be attached to the call sheet and reviewed at the safety meeting.
10.2. Effects involving pyrotechnics must be noted in advance on the call sheet. Permits must be obtained in advance as required. Performance must be by qualified, licensed persons. Regulatory agencies must be notified in advance as required by permit.
10.3. Appropriate safety equipment – eye, ear protection, shields, etc. – must be provided as needed to protect cast and crew. A planned escape routed must be kept clear. Only persons necessary for the shot should be in the area.
11. SMOKE: Be aware that the use of atmospheric smoke is regulated. Efforts should be made to reduce smoke where possible. Provide adequate ventilation and respirators where needed.
12. FIREARMS: Treat all firearms as if they are loaded. Do not handle firearms unless required and qualified to do so. Follow the direction of the property or weapon master at all times. The use of firearms may require special permits and certifications. Know all operating features and safety devices. All firearms must undergo safety inspections by qualified personnel. Live ammunition MUST NOT BE USED!
13. ANIMALS: Animals are unpredictable. Animal trainers should address the cast and crew regarding safety precautions that will be in effect and answer questions about safety. Do not feed, pet or play with any animal without the permission and direct supervision of the trainer. When working with animals, the set is to be closed to outside visitors and a note made on the call sheet in advance.
14. SEXUAL HARRASMENT: Under federal law, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. This can include verbal behavior such as unwanted sexual comments, suggestions, jokes or pressure for sexual favors; nonverbal behavior, such as suggestive looks or leering and physical behavior, such as pats or squeezes, or repeatedly brushing against someone's body.
15. GANG-OCCUPIED LOCATIONS:
15.1. Avoid wearing red, blue or black clothing, such as caps, bandannas, jackets or anything similar to gang attire and be aware of others wearing that attire. Specifically, be aware if two or more individuals are wearing similar clothing. Many gang members will follow a particular dress code, including having similar haircuts. Remember that gang members can be as young as twelve to thirteen years old.
15.2. When gang members are used as extras, notify the police/gang detail unit in advance and request additional security.
15.3. Be aware of a vehicle with three or more occupants that is parked or moving slowly down a street or alley.
15.4. If nearby gunfire breaks out at any time, immediately drop to the ground, face first. Stay down until gunfire ceases. Then, get to a safe place.
16. CONFRONTATION / CONFLICT RESOLUTION / SELF DEFENSE: CONFRONTATION: If you notice a group of men staring at you, glancing at you one at a time or pointing toward you, run or walk away quickly to safety. Ask yourself: Am I or they outnumbered? Are tempers increasing? Are they under the influence of drugs/alcohol? Can I see a weapon? Can I see both hands? How much distance is between us? Are my actions threatening? Am I prepared to fight? RESOLUTION: Treat the other person with respect. Listen until you understand the other person's point of view. Express your views, needs, feelings. Use body language to communicate with the other person (face them directly, maintain an "open" position and make eye contact). Avoid sarcasm and continue to negotiate. SELF-DEFENSE Includes: Awareness, Assertiveness, Communication (verbal and nonverbal), Instinct, Intuition, Planning, Preparation and Teamwork.
17. ADDITIONAL SAFETY SUGGESTIONS: Whenever possible, stay in sight of other company members. Use the buddy system ("I'll keep an eye on you, and you keep an eye on me"). There is safety in numbers. Be aware if you stand out in a particular area because of you race, sex or dress. Be aware of everything around you (people, physical environment). Carry small amounts of cash at any time and consider carrying a high-powered whistle with you at all times. Don't wear expensive jewelry.

Safety is, and must be, given priority over every other consideration.

I have read and understand the SAFETY GUIDELINES.

_____
Accepted By (Employee) Date

_____
Approved By (Employer/ UPM) Date

payees

8383 Wilshire Blvd., Beverly Hills, CA 90211
213 W. 35th St., New York, NY 10001

CORPORATION LOAN-OUT START/CLOSE FORM

NOTE: All information MUST be completed prior to payment being made.

PRODUCING COMPANY	PICTURE TITLE	DEPT.	ACCNT-MAJOR/MINOR

NAME OF LOAN-OUT CORPORATION	FEDERAL EMPLOYER'S I.D. NO.	START DATE	HIRE DATE	UNION NO.

STREET ADDRESS	OCCUP. CODE	SCHD LETTER	JOB DESCRIPTION

CITY	STATE	ZIP CODE

NAME OF LOANED-OUT EMPLOYEE	TELEPHONE NO.

EMPLOYEE SOCIAL SECURITY NO.	DATE OF BIRTH

STATE OF INCORPORATION	DATE INCORPORATED	STATE CORPORATE NUMBER

HAS CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA? ☐ YES ☐ NO

TERMS OF EMPLOYMENT	STUDIO	DISTANT
RATE PER HOUR		
RATE PER WEEK		
GUARANTEED HOURS		
IF RATE DOES NOT INCLUDE IDLE		PAY 6th DAY AT $ / PAY 7th DAY AT $
BOX RENTAL		
CAR RENTAL		

ENTER NAMES OF ALL STATES IN WHICH LOAN-OUT CORPORATION HAS QUALIFIED TO DO BUSINESS.

WORK STATE:

"By signing this form I agree that the payor may take deductions from my payments to adjust previous overpayments if and when said overpayments may occur."

UNDER PENALTIES OF PERJURY, AS AN AUTHORIZED OFFICER OF THE ABOVE-STATED LOAN-OUT CORPORATION, I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ABOVE-STATED INFORMATION CONCERNING THE LOAN-OUT CORPORATION IS TRUE, CORRECT AND COMPLETE. I HEREBY ACKNOWLEDGE RECEIPT OF "FACTS ABOUT WORKERS COMPENSATION" REQUIRED BY THE STATE OF CALIFORNIA TO BE PROVIDED TO ALL EMPLOYEES WORKING UNDER ITS JURISDICTION.

SIGNATURE _____ DATE _____ TITLE OF AUTHORIZED OFFICER _____

EMPLOYER

payees

8383 Wilshire Blvd., Beverly Hills, CA 90211
213 W. 35th St., New York, NY 10001

AUTHORIZED SIGNATURE _____ DATE _____
PRODUCING COMPANY

PAY-104 (REV. 10/13)

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.