

MARYE POPPIN PRODUCTIONS, LLC

CASTING DIRECTOR SERVICES AGREEMENT

THIS AGREEMENT, effective as of _____ (“Effective Date”) is made by and between _____ (“Producer”) whose address is [PHYSICAL ADDRESS] and _____ (“Casting Director”) whose address is [PHYSICAL ADDRESS] with respect to casting services in connection with the feature-length motion picture currently entitled, “_____” (“Picture”).

1. **SERVICES:** Casting Director shall render all services customarily rendered by casting directors in the feature-length motion picture industry and at all times promptly comply with Producer’s reasonable instructions. Casting Director’s services shall include, but not be limited to, compiling cast lists, conducting casting sessions and interviews, and preparation (through to execution) of all cast deal memos as may be required by Producer in connection with the Picture.

2. **TERM:** Casting services shall begin upon signing and shall continue until all roles are cast. If casting services are required after the Term, due to the need to replace a role, Casting Director shall continue working on the Picture. Casting Director shall ensure that at least one of the individuals comprising Casting Director shall be available for any such additional services.

3. **EXCLUSIVITY:** Casting Director’s services shall be non-exclusive, but on a first priority, non-material interference basis so that no other activities materially interfere with Casting Director’s performance.

4. **COMPENSATION:** For the Term of this Agreement, Producer shall pay the Casting Director a flat fee of \$_____, which shall be paid as follows:

- (i) One-half (1/2) upon full execution of this Agreement; and
- (ii) One-half (1/2) upon commencement of principal photography.

5. **CONTRACT CONSULTATION:** Any and all deals that fall within any of the following four (4) categories must have prior approval by the Producer before the deal may be finalized: Deals in which an actor receives (1) over scale or more; (2) main title credit; (3) inclusion in paid ads; (4) any bonus, deferred or contingent compensation.

6. **OWNERSHIP:** Producer is not obligated to actually utilize Casting Director’s services or the results and proceeds thereof. However, the Producer shall own exclusively and perpetually throughout the universe all rights in and to the results and proceeds of such services as such services relate to the Picture and the exclusive perpetual right to use all or any part thereof as the Producer may desire throughout the universe in connection with the Picture or otherwise. This includes but is not limited to all rights under copyright.

7. **TRAVEL:** If any travel is required in connection with the casting of the Picture, Producer shall provide travel accommodations and airfare equal to that offered to the individual producers.

8. SCREEN CREDIT:

- a. If Casting Director is not in material, uncured breach of this Agreement, Casting Director shall receive a credit in the main titles of the Picture on a separate card in substantially the following form: Casting by _____; or, if there are no main titles, equivalent placement in the end titles.
- b. Casting Director's credit shall appear in all positive prints of the Picture and all paid advertisements (subject to standard exclusions). All other aspects of Casting Director's credit and all other credits shall be at the sole discretion of Producer.

9. **UNION BENEFITS:** Producer will pay four (4) weeks of union benefits for Casting Director at the rate of Two Hundred Eighteen Dollars Twenty-Five Cents (\$218.25) per week.

10. **STATUS OF PARTIES:** It is expressly acknowledged by the parties hereto that Casting Director is an independent casting director and nothing in this Agreement is intended or shall be construed to create with Producer a joint venture relationship, employer/employee relationship or to allow Producer to exercise control or direction over the manner or method by which Casting Director performs the services which are the subject matter of this Agreement; provided always that the services to be provided hereunder by Casting Director shall be provided in a manner consistent with professional standards governing such services and the provisions of this Agreement.

11. **PREMIERE TICKETS:** Producer will provide Casting Director invitations to any Los Angeles premiere or festival screening. Such invitations shall be for each person composing Casting Director plus one (1) guest.

12. **EXPENSES/OFFICE:** The compensation paid to Casting Director is considered an all-inclusive flat fee and shall include expenses and office space.

13. **CONTINGENCIES:** Producer shall have the right to terminate, suspend or delay the Term during all periods in which Artist is in breach of this Agreement; Artist is prevented from or fails, refuses or neglects to fully perform Artist's services; or the development, production or distribution of the Picture is prevented by a "force majeure" event, by the death, illness, disability or incapacity of a principal cast member, director, producer or director of photography of the Picture, or for any other reason whatsoever.

14. MISCELLANEOUS.

- (a) *Indemnification:* Casting Director shall indemnify and defend Producer from and against any and all claims and damages arising from the breach of any representation or warranty of Casting Director hereunder to the extent such claim or damage does not arise out of a breach by Producer hereunder. Producer shall indemnify and defend Casting Director from and against any and all claims and damages arising from the production, distribution, exhibition or exploitation of the Picture, or any element thereof, to the extent such claim or damage does not arise out of a breach by Casting Director hereunder.

- (b) *Arbitration.* All disputes under this Agreement shall be settled pursuant to binding arbitration under the rules of the Independent Film and Television Alliance (“IFTA”) before a single arbitrator in [STATE]. The prevailing party will be entitled to collect reasonable attorneys’ fees and costs.
- (c) *Assignment.* Casting Director may not assign its rights or obligations hereunder. Producer may freely assign its rights and obligations hereunder.
- (d) *Choice of Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].
- (e) *Notices.* All notices under this Agreement shall be in writing addressed to the addresses first set forth above, or at such other address as either party may designate from time to time by written notice to the other. All notices shall be served by facsimile and U.S. mail, electronic mail, recognized courier services such as Federal Express or DHL or personal delivery addressed as specified above. The date of receipt by facsimile, electronic mail or courier, as the case may be, shall be the date of service of notice.
- (f) This agreement may be signed in counterparts. Facsimile and scanned copies shall be deemed originals for all purposes.
- (g) This Agreement constitutes the entire agreement between the parties hereto with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof. No amendment or modification hereto shall be valid unless set forth in a writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

PRODUCER

CASTING DIRECTOR

By:_____ By: _____