

MARYE POPPIN PRODUCTIONS, LLC

ACTOR SERVICES AGREEMENT

(Short-form Agreement)

THIS AGREEMENT, effective as of _____, _____, is made by and between [YOUR NAME/COMPANY] (“Producer”) whose address is [PHYSICAL ADDRESS] and [ARTIST] (“Artist”) whose address is [PHYSICAL ADDRESS] with respect to Artist’s portrayal of the role “_____” in the production of the feature-length motion picture currently entitled “_____” (the “Picture”).

1. ARTIST’S SERVICES: Artist shall render all services customarily rendered by actors in first-class feature-length theatrical motion pictures in the motion picture industry and at all times promptly comply with Producer’s reasonable instructions. The Start Date for principal photography is on or about _____. Artist will be available for rehearsals and other pre-production services for approximately _____ (#) weeks before the Start Date. Artist’s services during principal photography shall be exclusive and rendered consecutively until the completion thereof. After the completion of principal photography, Artist shall be available for customary post-production services, subject to his/her then-existing prior professional commitments.

2. TERM: The term of Artist’s services pursuant to this Section shall commence _____, and shall continue until the full and satisfactory completion of all services to be rendered by Artist hereunder or the earlier termination of this Agreement.

3. FIXED COMPENSATION: Provided Artist is not in material breach of this Agreement, in consideration of Artist’s services hereunder, Producer shall pay to Artist and Artist hereby accepts as complete consideration the following compensation:

- (a) **GUARANTEED COMPENSATION** _____ Dollars, payable in equal _____ (weekly/bi-weekly/monthly) installments on Producer’s regular payday. SAG-mandated fringes and residuals, including but not limited to pension and health and welfare, will be paid by Producer in addition to the Guaranteed Compensation. The Guaranteed Compensation buys out all overtime, holidays and other like terms to the maximum extent permissible under the applicable SAG Agreement.
- (b) **DEFERRED COMPENSATION, IF ANY**
- (c) **CONTINGENT COMPENSATION:** Performer shall also receive ___percent (___%) of the Net Proceeds of the Picture. “Net Proceeds” as used herein shall mean Gross Receipts actually received by or credited to Producer from the exploitation of the Picture less all costs of production, plus all financing costs including without limitation, investor premiums and interest payments. Net Proceeds shall be calculated and accounted for on terms not less favorable than terms to any other individual participants of Net Proceeds of the Picture.

4. CREDIT: Provided Artist is not in material breach of this Agreement, Artist shall receive a credit, in substantially the following form:

- (a) [CREDIT]
- (b) [Artist's credit will be in the end titles of the Picture.] OR [Artist's credit will be in the main titles of the Picture on a [single/shared] card and shall appear in all positive prints of the Picture and all paid advertisements (subject to standard exclusions).
- (c) *Paid Advertisements:* Artist's credit shall be included in any paid advertisements for the film, other than an award, nomination or congratulatory-type advertising crediting only another individual.
- (d) All other aspects of credit and all other credits shall be at the sole discretion of Producer.
- (e) No casual or inadvertent failure of Producer to comply with the credit provisions hereof shall constitute a breach of this Agreement. Within a reasonable time after receipt of written notice from Artist specifying a failure to accord proper credit in accordance with this Paragraph, Producer shall use good faith efforts to cure prospectively any such failure with regard to positive prints and/or advertising materials created after the date of Producer's receipt of such notice. Producer will contractually obligate third party licensees and sub-distributors with whom Producer is in privity of contract to comply with the credit obligations set forth herein, but shall not be responsible or liable to Artist for the failure of any such third party to comply with the same.

5. PUBLICITY AND PROMOTION: Producer has the unlimited right to use the name, voice and likeness of Artist to promote and advertise the Picture, and to include the name, voice and likeness of Artist in DVD extra or bonus materials, such as "behind the scenes" and "making of." No product endorsement may be implied.

6. REPRESENTATIONS AND WARRANTIES: Artist represents and warrants that he is a member of the Screen Actors Guild, is free to enter into this Agreement and will not do or permit any act which will interfere with or derogate from the full performance of Artist's services or Producer's exercise of the rights herein granted.

7. WORK-MADE-FOR-HIRE:

- (a) Artist hereby acknowledges that all of the results and proceeds of Artist's services produced for the Picture hereunder shall constitute a "work-made-for-hire" specially commissioned by Producer and Producer or Producer's assignee shall own all such results and proceeds. Producer shall have the right to use Artist's name and likeness with respect to distribution and exploitation of the Picture. Producer may make such use of the Picture as Producer, in its sole discretion, shall deem appropriate.

- (b) If Artist's services are not recognized as a "work-made-for-hire," Artist hereby irrevocably grants, sells and assigns to Producer, its successors and assigns, all of Artist's rights, title and interest of any kind and nature, in and to the Picture, including, without limitation, all copyrights in connection therewith and all tangible and intangible properties with respect to the Picture, in perpetuity, whether in existence now or as may come into existence in the future.
- (c) Artist waives the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated now or hereafter recognized. All rights granted and agreed to be granted to Producer hereunder are irrevocable and shall vest and remain perpetually vested in Producer, its successors and assigns, whether this Agreement expires in normal course or is sooner terminated, and shall not be subject to rescission by Artist for any cause whatsoever.

8. 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.

9. REMEDIES: Artist recognizes and confirms that in the event of a failure or omission by Producer constituting a breach of its obligations under this Agreement, whether or not material, the damage, if any, caused Artist is not irreparable or sufficient to entitle Artist to injunctive or other equitable relief. Consequently, Artist's rights and remedies shall be limited to the right, if any, to obtain damages at law and Artist shall not have any right in such event to terminate or rescind this Agreement or any of the rights granted to Producer hereunder or to enjoin or restrain the development, production, advertising, promotion, distribution, exhibition or exploitation of the Picture and/or any of Producer's rights pursuant to this Agreement.

10. INSURANCE: Producer has the right, but not the obligation, to secure life, health, accident and/or other insurance covering Artist hereunder and Artist shall not have any rights, titles or interests to such insurance. Artist shall fully cooperate with Producer regarding the securing of such insurance, including, but not limited to, submitting to usual and customary medical exams. Notwithstanding the foregoing, as between Artist and Producer, Artist is solely responsible for obtaining and maintaining any and all types of insurance desired by or required of Artist regarding Artist's services under this Agreement, including, but not limited to, worker's compensation insurance, health/medical insurance, and liability insurance.

11. APPROVALS AND CONTROLS: Producer shall solely have all approvals and controls of all kinds and nature, with respect to the Picture, including, but not limited to, all decisions involving artistic taste and judgment.

12. MISCELLANEOUS:

- (a) *Arbitration.* If not subject to the SAG arbitration provisions, disputes under this Agreement shall be settled pursuant to binding arbitration under the rules of the

Independent Film and Television Alliance (“IFTA”) in [STATE]. The prevailing party will be entitled to reasonable attorneys’ fees and costs.

- (b) *Indemnification.* Artist shall indemnify and defend Producer from and against any and all claims and damages arising from the breach of any representation or warranty of Artist hereunder to the extent such claim or damage does not arise out of a breach by Producer hereunder. Producer shall indemnify and defend Artist 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 Artist hereunder.
- (c) *Accounting.* Producer agrees to keep and maintain complete and accurate books and records relating to the Picture and the proceeds derived therefrom.
- (d) *Assignment.* Artist may not assign its rights or obligations hereunder. Producer may freely assign its rights and obligations hereunder.
- (e) *Choice of Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].
- (f) *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.
- (g) *Employment Eligibility.* In accordance with the Immigration Reform and Control Act of 1986, any offer of employment contained herein is conditioned upon satisfactory proof of Artist’s identity and United States employment eligibility. Artist must present required documentation within ten (10) days of acceptance of this offer. Failure to comply will result in termination of employment.
- (h) This agreement may be signed in counterparts. Facsimile and scanned copies shall be deemed originals for all purposes.
- (i) *Further Documents.* Artist agrees to execute, acknowledge, and deliver to Producer and to procure the execution, acknowledgment, and delivery to Producer of any additional documents or instruments which Producer may reasonably require to effectuate fully and carry out the intent and purposes of this Agreement. If Artist shall fail to execute and deliver any such documents or other instruments, within ten (10) calendar days after such documents are delivered to Artist, Producer shall be deemed to be, and Artist irrevocably appoints Producer, the true and lawful attorney-in-fact of Artist, to execute and deliver any and all such documents and other instruments in the name of Artist, which right is coupled with an interest.

- (j) 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

ARTIST
