

MARYE POPPIN PRODUCTIONS, LLC

**CREW DEAL MEMO**

**AGREEMENT FOR THE SERVICES OF [ARTIST'S NAME]**

**["Name of Film"]**

**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 services on the feature-length motion picture currently entitled, " \_\_\_\_\_ " (the "Picture").

**1. SERVICES:**

- (a) **[TYPE OF SERVICES] Services.** Artist shall render all services customarily rendered by [NAME OF SERVICES] in the motion picture industry and at all times promptly comply with Producer's reasonable instructions.
- (b) **Term.** The parties acknowledge that the term of Artist's services pursuant to this Section shall commence on \_\_\_\_\_. Artist's services shall continue until the full and satisfactory completion of all services to be rendered by Artist hereunder or the earlier termination of this Agreement.

**2. 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 [WEEKLY OR DAILY AMOUNT] per [WEEK OR DAY] for up to [NUMBER OF DAYS/WEEKS].

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

- (a) [ARTIST TITLE]: [ARTIST NAME]
- (b) Artist's credit shall appear in the end-roll credits in the Picture.
- (c) All other aspects of credit and all other credits shall be at the sole discretion of Producer.

**4. REPRESENTATIONS AND WARRANTIES:**

- (a) *Freedom to Enter into Agreement:* Artist warrants that [he/she] 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.

- (b) *Artist's Material:* Artist warrants that with respect to any material supplied by Artist hereunder, to the best of [his/her] knowledge such material:
  - (i) Shall be Artist's original creation (except for material in the public domain and/or material furnished by or included at Producer's direction);
  - (ii) Does not and will not defame, infringe upon, or violate the rights of any kind, including the right of privacy, of any person or entity;
  - (iii) Is not and will not be based in whole or in part on the life of any real person except as approved in writing in advance by Producer; and
  - (iv) Is not the subject of any litigation or claim that might give rise to litigation.

**5. 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 and distribution 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.

**6. 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.

**7. 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.

**8. UNIQUE SERVICES:** Except as specifically provided to the contrary hereinabove, Artist's services shall be rendered exclusively to Producer, or Producer's assignee, until expiration of the Term of this Agreement, it being mutually understood and agreed that Artist's services are extraordinary, unique and not replaceable, and that there is no adequate remedy at law for any breach of this Agreement by Artist, and that Producer, in the event of breach by Artist, shall be entitled to seek equitable relief by way of injunction or otherwise.

**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. MISCELLANEOUS:**

- (a) **Arbitration.** All disputes under this Agreement outside prior jurisdiction shall be settled pursuant to binding arbitration under the rules of the Independent Film and Television Alliance ("IFTA"). The prevailing party will be entitled to reasonable attorney 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) **Assignment.** Artist 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 U.S. mail and electronic mail, recognized courier services such as Federal Express or DHL, or personal delivery addressed as specified above. The date of receipt by electronic mail or courier, as the case may be, shall be the date of service of notice.
- (f) **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.

- (g) This agreement may be signed in counterparts. Facsimile and scanned copies shall be deemed originals for all purposes.
- (h) **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.
- (i) 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

\_\_\_\_\_

By: [INDIVIDUAL'S NAME]      SSN: \_\_\_\_\_

Its: [TITLE] \_\_\_\_\_