

CREW DEAL MEMORANDUM

(for use with production crew)

This agreement sets forth the understanding between *Producer/Production Entity*:

("Employer") and the employee named below in paragraph 1 ("Employee") in regards to services to be performed in conjunction with
title: _____ ("Program"), subject to the following terms and conditions.

1. **Employee Name** _____

Address _____

Telephone _____ Social Security # _____

2. **Services Engaged:** Position _____

Start Date: _____ Guaranteed Work Period (if any): _____

3. **Compensation, Rentals, Reimbursements:**

Weekly rate of \$ _____ for a 6 day work week. Pro-rated \$ _____ per day flat.

Unless expressly provided herein, no increased or additional compensation shall be payable to Employee for services rendered at night or on weekends or on holidays, or after the expiration of any particular number of hours of service in any period.

Rentals, if any: _____

Employee kit and/or equipment is the sole responsibility of the Employee. Employer assumes no responsibility for Employee's equipment or kit.

Reimbursements. Any purchases not approved in advance by Employer shall be the responsibility of the Employee. Employer shall not be obligated to reimburse Employee for any expenses incurred that are either: a.) not approved in advance by Employer or b.) not backed up with a valid receipt from a vendor or retailer.

4. **Meal Breaks and Transportation/Expense Provision.** Employer shall use reasonable effort to provide meal breaks and/or food service at approximately 6-hour intervals. No inadvertent failure by Employer to provide meal breaks shall be deemed a breach of this agreement, nor shall Employee be due any additional compensation in the event of such inadvertent failure.

Transportation/Expense Provision, if any: _____

5. **Credit:** Credit shall be determined at Employer's sole discretion. Employer acknowledges Employee's preferred credit name and title.

Employee's name _____ as Employee prefers for credit.
please print

Employee's Title _____ as Employee prefers for credit.
please print

6. **Other Terms:**

7. **Work Periods:** Employees hired on an hourly or daily basis are guaranteed a minimum total of one day of work. There is no guaranteed work period for anyone hired on a weekly basis.

8. **Right to Suspend or Terminate:** Employer reserves the right to suspend or terminate Employee's services hereunder without compensation or other obligation in the case of any breach hereof by Employee or in the case of Employee's illness, incapacity, default or illegal or unprofessional conduct or similar matters, labor dispute, force majeure or other disruptive event beyond the Employer's control.

9. **Insurance:** Employer shall not be responsible for any loss of or damage to Employee's personal property or any personal injury to Employee subject, however, to Employer's obligation to obtain the

insurance policies covering worker's compensation, accident, and third party damages, copies of which shall be on file and available at Employer's office.

10. **Work-for-Hire:** Employee agrees that this is work-for-hire and has no claim to benefits which the Employer may derive from the Program. All materials related to or produced by the Employee in the course of performing services under this agreement are the sole property of the Employer. Employer may use and otherwise alter at the sole discretion of the Employer the products of Employee's services hereunder for all purposes in any manner the Employer may in its discretion think fit. Employer shall have the right to use Employee's name, voice, picture and likeness in connection with the Program, the advertising and publicity thereof, and any promotional clips related to the Program without additional compensation to the Employee.

11. **Publicity and Videotape of Program:** Employee shall not circulate, publish or otherwise disseminate any news story, article, book or other publicity concerning the Program, or Employee's or others' services without Employer's express written consent, provided that Employee may mention the Program in personal publicity so long as references to the Program are not derogatory. Employee may show a videotape of the Program in connection with seeking future employment so long as such screening is not open to the public and so long as Program credits on the videotape are unchanged by Employee. At Employer's discretion, Employer may provide Employee one VHS tape of the Program within 90 days of post-production. *(Note: Some producers charge for cost of dub if crew is large.)*

12. **Income Tax Reporting:** Any and all payments to Employee (excluding reimbursed expenses) shall be reported to the IRS as Employee's income, as required by the IRS.

13. **Assignment:** Employee acknowledges and agrees that all rights in and to any work performed hereunder shall be freely assignable to any third party by Employer and may be exploited in any and all media whether now known or hereafter created in any manner in perpetuity without any further compensation being due Employee.

14. **Paragraph Headings:** Paragraph headings are used herein for convenience only and shall have no bearing on the interpretation of this Memorandum Agreement.

15. **Warranty:** Employee warrants that he/she has the right to enter into this agreement and that the representations made herein do not conflict with any other person or entity.

16. **Choice of Law:** This Memorandum Agreement will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State of _____. Any action arising out of or relating to this agreement, its performance, enforcement or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association: and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties consent and submit themselves to the personal jurisdiction of said courts for all such purposes. The prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees.

17. **Entire Agreement:** This agreement reflects the entire understanding of the parties and may not be modified except in writing signed by both parties.

Employer _____
Signature

Date _____

Employer _____
Signature

Date _____