CREW DEAL MEMO

**STUDENT NAME**:

**POSITION**:

**FILM TITLE**:

**START DATE**:

**END DATE**:

**ADDRESS**:

**PHONE**:

**EMAIL**:

— *Items below to be completed by production company only* —

**TERMS AND CONDITIONS OF EMPLOYMENT:** This Deal Memo shall confirm the agreement between the above-named (“Student”) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Production Company”), in connection with the Film presently entitled “**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(“Film”). For good and valuable consideration, the receipt of which is hereby acknowledged, Production Company and Student agree as follows:

**Services:** Student shall render services hereunder from the Start Date, which are usual and customary of the services required of a person employed in this capacity in the film industry, and shall render such services exclusively to Production Company thereafter through the completion of Student’s services as determined by Production Company. Students’s services in the position stated above shall be rendered to the best of their ability and as Production Company directs in its sole discretion, including, without limitation, all matters of taste and judgment.

**PRODUCTION COMPANY EQUIPMENT:** If Student is assigned a walkie-talkie, cell phone, or any other equipment, Contractor shall be responsible for returning same to Production Company in good working order.

**SCREEN CREDIT:** Unless otherwise specified in this deal memo, screen credit is at Production Company's discretion subject to Student's performance of all services required through completion of term.

**TERM:** Unless expressly provided elsewhere in this agreement, Student's contract hereunder shall not be for a "run of the show" or for any guaranteed period of employment. Production Company reserves the right to discharge Student at any time. Production Company will attempt to notify Contractor a minimum of twenty‑four (24) hours in advance of layoff. Use of alcohol or drugs during hours of employment will result in Student immediate termination and will be reported to UTU authorities.

**NO WAIVER:** The terms and conditions of this deal memo are binding for Production Company and Student and shall not be waived or altered by any method. Any added conditions on the front of this deal memo inconsistent with these conditions of production services shall be null and void.

**WORK FOR HIRE:** Production Company shall be the owner of all of the results and proceeds of Student’s services, including any copyright, trademark and any other intellectual property rights in any work or property created by Student, or anyone under Student's direction. Student acknowledges that Student's work is a "work made for hire" within the scope of Student's work, and therefore Production Company shall be the author and copyright owner of any work created under this agreement.

**AVAILABILITY:** Student will advise Production Company of Student 's whereabouts so that Student may be reached at any reasonable hour of the night or day during the term of this deal memo.

**PUBLICITY:** Company shall have the right to use Student's name, voice, picture and likeness in connection with the Film, the advertising and publicizing thereof, and any promotional films or clips respecting the Film without additional compensation therefore. Student shall not directly or indirectly circulate, publish or otherwise disseminate any news story, article, book, blog or other publicity concerning the Film, the Student's or others' services, without Production Company's prior consent. Admittance of any non-contracted guests to the set is at the sole discretion of the Production Company.

**Entire Agreement:** This deal memo sets forth the entire understanding of the parties regarding the subject matter and may not be amended except by a written instrument signed by the parties. Any added conditions on the front of this deal memo inconsistent with the conditions of employment detailed in the body of this agreement shall be null and void.

**No Obligation to Produce:** Production Company will not be obligated to produce or release the Film, or to use the results of Student’s services.

**Assignment:** Production Company shall have the right to transfer or assign its rights and obligations pursuant to this deal memo to any other person, firm, or corporation, and upon such assignment shall be relieved of its obligation to Student.

**Hold Harmless:** Student shall indemnify and hold Production Company harmless from and against any and all loss, claim, liability, judgment, cost or expense suffered by Production Company for any breach or default of this Deal Memo by Student.

CONTRACTOR ACCEPTS ALL CONDITIONS OF PRODUCTION SERVICES WORK AS DESCRIBED ABOVE

AGREED TO AND ACCEPTED:

Date:

STUDENT

Date:

PRODUCTION COMPANY