

LEGAL DISCLAIMER

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This contract has been compiled by solicitors who wish to emphasise that these notes and agreements are not a substitute for specific legal advice and are designed for very general guidance only.

Actors Agreement

This is a guideline only and should not be relied upon without taking legal advice.

(MAIN AGREEMENT)

Dated:

PRODUCER: ("the Producer")

Address:

ARTIST: ("the Artist")

Address:

FILM TITLE: ("the Film")

ROLE: ("character")

1. Services: Producer hereby engages Artist as a performer in the Film portraying in the role described above (as said role may be changed or rewritten at Producer's discretion)

2. Start Date: It is presently contemplated that read through day will commence on.....and rehearsals will commence on.....and that principal photography shall commence on..... provided however Artist's services shall commence no later than.....subject to events of force majeure. Artist agrees to remain available and not accept another engagement which would conflict or interfere with Artist obligations hereunder

3. Guaranteed Period of Engagement: Term: The term of Artist's engagement hereunder shall commence on the start date and continue subject only to the provisions for suspension and termination set out in Exhibit A hereto for a minimum period of (.....) weeks ("Guaranteed Period of Engagement") and thereafter for the period necessary to complete all continuous services required by Producer from Artist in connection with principal photography

of the Film. Artist shall perform additional services prior to and after the term in accordance with the provisions of clause 4 hereof

4. Additional Services: The Artist shall on written notice from the Producer perform additional services ("Additional Services") on or such other or additional day notified to the Artist by the Producer in connection with principal photography of the Film

5. Further Services: If the Producer requires the Artist's services after the Guaranteed Period of Engagement and not for any Additional Services the Artist shall if so requested by the Producer render such further services ("Further Services") which shall include without limitation dubbing and post-synchronisation subject to the Artist's prior professional engagements

6. Basic Compensation: Subject to the provisions of this Agreement and provided that Artist shall keep and perform all covenants and conditions to be kept and performed by Artist hereunder Producer agrees as full compensation for services rendered and for all rights granted to the Producer hereunder to pay Artist as follows:-

(a) Guaranteed Compensation: For the Guaranteed Period of Engagement, Artist shall receive the sum of pounds (£.....) payable as to pounds (£.....) following the first week of rehearsals inclusive of the read through day and pounds (£.....) following theweeks of rehearsals and as to the balance following the end of the first full week of Artist's services in principal photography of the Film. Such payment shall be made to Artist care of (.....). If the Artist renders Additional Services, Artist shall receive.....pounds (£.....) for each day after which he attends at the request of the Producer and renders services hereunder. If the Artist renders Further Services, Artist shall receive a further sum (if any) to be negotiated in good faith between the parties for each day or part day (if any) upon which he attends at the request of the Producer and renders services hereunder

7. Credit

(a) If Artist shall keep and perform all covenants and conditions to be kept and performed by the Artist hereunder and if Artist appears readily recognisable in the Film then Artist will be accorded credit in the main titles of the Film on all copies of the Film issued by or under the control of the Producer and in all major paid advertising excluding the customary industry exclusions. The size type and placement of such credit shall be at Producer's sole discretion

8. Transportation and Expenses: From the commencement of principal photography until the expiry of the Term, Producer shall provide Artist with transportation facilities (state what these are if any and whether other expenses will be paid)

9. Conditions: Artist's engagement hereunder is subject to Producer obtaining standard cast insurance for Artist at normal rates

10. References: The term of Artist's engagement hereunder shall be as set forth in this Main Agreement and in Exhibit "A" attached hereto which is incorporated herein by reference. In the event of any express inconsistency between the provisions of this Main Agreement and the provisions of Exhibit / a the provisions of this Main Agreement shall control

IN WITNESS WHEREOF the parties hereto have executed the within Agreement as of the date first set forth hereinabove

(insert name of Producer)

BY:.....

Duly authorised officers:.....

Accepted and Agreed to:

.....

EXHIBIT A

1. The Artist hereby

(a) Warrants that the Artist is not under any obligation or disability which might prevent or restrict the Artist from entering into this agreement or from giving the undertakings or fully observing and performing the terms and conditions of this Agreement or granting the rights and consents referred to herein

(b) Gives all such consents as are or may be required under the Copyright Designs and Patents Act 1988 or any re-enactment consolidation or amendment thereof or any statute of like purpose or effect for the time being in force in any part of the world including but not in limitation of the foregoing all consents under Part II of the said Act in order that the Producer may make the fullest use of the Artist's services provided by the Artist hereunder and furthermore the Artist hereby irrevocably and unconditionally waives all rights relating to the Artist's services in the Film to which the Artist is now or may in the future be entitled pursuant to the provisions of Section 77 80 84 and 85 of the said Act and any other moral rights to which the Artist may be entitled under any legislation now existing or in the future enacted in any part of the world

(c) warrants that the Artist is a "qualifying person" and the performance of the Artist is a "qualifying performance" within the meaning of the Copyright Designs and Patents Act 1988

2. The Artist undertakes that the Artist shall during the subsistence of and subject to the terms and conditions of this Agreement as where and when required by the Producer:-

(a) perform and record the Artist's part

(b) attend for tests conferences fittings rehearsals and the taking of still photographs and other arrangements

(c) dress, make up and wear the Artist's hair (subject to prior consultation with the Artist) as directed by the Director and generally comply with all decisions of the Producer concerning the manner in which the Artist shall render the Artist's services hereunder and be portrayed and presented

(d) render the Artist's services hereunder willingly and to the utmost of the Artist's skill and ability and as directed by the Producer both in connection with the production of the Film and for publicity and other purposes connected therewith Provided Always that nothing in this sub-clause and sub-clause (c) hereof shall be deemed to require the Artist to recommend or endorse any commercial product other than the Film and any commercial gramophone record of the sound track of the Film or to engage in any publicity or other activities for any such purpose (but without prejudice to Clause 5 hereof)

3. The Artist further undertakes:-

(a) that the Artist will comply with all reasonable and notified directions, regulations and rules in force at places where the Artist is required to render services hereunder (including in particular regulations and rules relating to smoking and the taking of photographs) and will comply with the orders given by the Producer or its representatives from time to time

(b) to keep the Producer informed of the Artist's whereabouts and telephone number from time to time prior to and throughout the engagement

(c) that the Artist will use the Artist's best endeavours to maintain a state of health enabling the Artist fully and efficiently to perform the Artist's services hereunder throughout the engagement and that the Artist will not take part in any activity which might interfere with the due and efficient rendering of such services or which might invalidate any such insurance as is referred to in the preceding sub-clause

(d) that the Artist shall not at any time pledge the credit of the Producer nor incur or purport to incur any liability on its behalf or in its name

4. (a) The Artist hereby acknowledges that all rights whatsoever throughout the World in or in any way attaching to the Film and all photographs and sound recordings taken and made hereunder (including all rights of copyright therein and in any written or other material contributed by the Artist and all such rights therein or in such material as are or may hereafter be conferred or created by international arrangement or convention in or affecting any part of the World whether by way of new or additional arrangement or convention in or affecting any

part of the world whether by way of new or additional rights not now comprised in copyright or otherwise) shall belong absolutely to the Producer and the Artist with full title guarantee assigns and grants the same to the Producer throughout the World and throughout all periods for which the said rights or any of them are or may be conferred or created by the law in force in all or any parts of the world and all renewals, revivals and extensions of such periods the Producer may make or authorise any use of the same and may exploit the same in any manner but only in and in connection with the Film

(b) The Artist hereby acknowledges and agrees and confirms that the Producer shall be entitled and it is hereby authorised to adapt change take from add to and use and treat in every way all or any of the products of the Artist's services rendered hereunder and to use reproduce and perform and broadcast and transmit the same with or as part of the work of any other persons and synchronised or not with any music or other sounds or motions as the Producer considers necessary or desirable

(c) For the avoidance of doubt the assignment of rights set out in this Clause includes all satellite cable rental and lending rights ("the Rights") and the Artist agrees that the remuneration payable pursuant to this agreement includes and constitutes equitable and adequate consideration for the assignment and exploitation of the Rights and to the extent permitted by the law the Artist waives the right to receive any further remuneration in relation to the exploitation of the Rights

5. The Producer shall be entitled by written notice to the Artist given at any time to suspend the engagement of the Artist hereunder (whether or not the term of such engagement has commenced) if and so long as:-

(a) the production of the Film or the operation of any studio involved in such production shall be prevented suspended interrupted postponed hampered or interfered with by reason or on account of any event of force majeure fire accident action of the elements war riot civil disturbance sickness epidemic pestilence national calamity act of God or any actual labour disputes (including strikes lockouts or withholding of labour of any kind whether by the direction or with the support of any trade union or other body or otherwise) or illness or incapacity of the Producer of the Director of the Film or any principal artist or principal technician or any cause (apart from those hereinbefore specifically referred to and whether or not similar thereto) not reasonably within the control of the Producer or

(b) the voice of the Artist shall become unsatisfactory in quality or tone

(c) the Artist shall be reason of any illness or physical or mental incapacity or disability be unable in the opinion of the Producer fully to render the Artist's services hereunder or to devote sufficient of the Artist's time ability and attention to such services or

(c) the Artist shall fail refuse or neglect duly to render willingly and to the utmost of the Artist's skill and ability the Artist's full services hereunder or shall fail, refuse or neglect fully to observe or comply with any of the Artist's material obligations under this Agreement or with any of the terms thereof

6. Upon any suspension of the engagement of the Artist hereunder

(a) such suspension shall be effective from the date of the event giving rise to such suspension and shall continue for the duration of such event and for such reasonable period thereafter as may be necessary for the Producer to make arrangements to commence or resume production

(b) the Producer shall during the period of suspension cease to be liable to make any payments of remuneration to the Artist hereunder (or to pay for or provide accommodation or living expenses if the suspension is due to the Artist's default or refusal) save such instalments of remuneration as shall have become due and payable prior to the suspension and the period of engagement hereunder shall be extended by or (if appropriate) the commencement of the Artist's engagement shall be postponed by and the dates for payment of any further instalments of remuneration hereunder shall be postponed (or further postponed as the case may be) by a period equal to that of such suspension

(c) all rights of the Producer in respect of services rendered by the Artist and in all the products thereof previous to such suspension and the benefit of all consents granted hereunder shall not be affected and accordingly shall be or remain vested in the Producer

7. The Producer shall be entitled by written notice to the Artist given at any time to terminate the engagement of the Artist hereunder (without prejudice to any other rights and remedies available to the Producer hereunder)

(a) if any suspension under the provisions of paragraph (a) of clause 6 hereof shall continue for 28 (twenty-eight) consecutive days or 28 (twenty-eight) days in the aggregate or more
(b) if any suspension under the provisions of paragraph (b) or (b) of Clause 5 hereof shall continue for 2 (two) consecutive days or 3 (three) days in the aggregate or more
(c) at any time in the circumstances referred to in paragraphs (d) or (f) of Clause 5 hereof (whether or not the Producer shall have suspended the Artist's engagement under the provisions of Clause 5 hereof) subject to the Artist being given the opportunity to rectify any default if capable of rectification within 24 (twenty-four) hours of the Producer giving notice of such default

Provided however that if any suspension under the provisions of paragraph (a) of Clause 5 hereof shall continue for six weeks or more then the Artist shall be entitled to terminate this engagement by seven days' written notice to the Producer unless by the expiry of such notice the Producer shall have terminated such suspension but the Producer shall not be entitled to terminate this engagement for the same event subject however to the right of the Producer to suspend or terminate the Artist's engagement for other proper cause including but not limited to the occurrence of a different event (even though of the same nature as a previous one) of force majeure in accordance with the provisions hereof

8. In the case of termination of the engagement of the Artist under the foregoing provisions or by the death of the Artist

(a) such termination shall be effective from the date of the event giving rise to the termination or (if there shall have been a prior suspension) from the date of the event giving rise to the suspension from which such termination arose

(b) any claim which the Producer may have against the Artist in respect of any breach, non-performance or non-observance of any of the material provisions of this Agreement arising prior to such termination or out of which such termination shall arise shall not be affected or prejudiced

(c) the Producer's title to and ownership of all copyrights and all other rights in or in connection with the services rendered by the Artist up to the date of such termination and in all the products of such services shall not be affected and such rights shall accordingly be or remain vested in the Producer

(d) payment to the Artist of the instalments of remuneration due and payable to the Artist up to the effective date of such termination shall operate as payment in full and final discharge and settlement of all claims on the part of the Artist under this Agreement and accordingly the Producer shall not be under any obligation to pay to the Artist any further or other sums on account of salary or otherwise

9. The Artist undertakes at the expenses of the Producer to execute and procure the execution of any document which the Producer may consider necessary for the purpose of carrying into effect the arrangements made by this Agreement or any of them including in particular any documents required to vest in or confirm any rights of copyright or other rights in the Producer

10. The rights and the benefit of all consents granted hereunder to the Producer are irrevocable and without right of rescission by the Artist or reversion to the Artist under any circumstances whatsoever

11. Credit will be given only

(a) if Artist appears recognisably in the Film as released

(b) if this Agreement has not been terminated for the default of the Artist

No casual or inadvertent failure to comply with credit requirements shall be deemed a breach of this Agreement. The sole remedy of Artist for a breach of any of the provisions of this clause or of the Principal Agreement shall be an action at law for damages, it being agreed that in no event shall Artist seek to be entitled to injunctive or other equitable relief by any reason of any of the breach or threatened breach of any credit requirements, nor shall Artist be entitled to seek to enjoin or restrain the exhibition distribution advertising exploitation or marketing of the Film

12. All notices served upon either party by the other hereunder shall be delivered by hand at or sent by pre-paid recorded delivery letter post or by facsimile addressed to the respective address hereinbefore contained or any subsequent address duly notified and if delivered by hand shall be deemed to have been served five days after posting and if sent by facsimile shall be deemed served 24 hours after receipt of the facsimile (and facsimile notice shall be confirmed by post). A copy of all notices to the Artist shall be sent to the Agent (if any)

13. The Artist shall treat as confidential and shall not disclose to any third party (save to the Artist's professional advisors whose dissemination of such information they receive shall be limited to use for business purposes i.e. quotes for services or as may be required by law) the provisions of this Agreement or any confidential information concerning the Producer or the Film or its distributors which may come to the Artist's attention in connection with the Artist's engagement hereunder or otherwise

14. For the avoidance of doubt, it is expressly agreed between the parties that this Agreement and the provision of Artist's services in connection with the Film, is not subject to any collective bargaining agreement or guild or union regulations and the compensation paid to the Artist under clause 6 of the Main Agreement represents full and complete consideration for all of the services of the Artist hereunder and all rights assigned and granted by the Artist in the products of those services

15. This Agreement shall be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the Courts of England

Accompanying Notes

MAIN AGREEMENT

Clause 3: The Producer needs to ensure the actor is around for a fixed number of weeks and because the actor agrees to make him/herself available for that period the producer must pay accordingly.

Clause 4: Additional services are during principal photography.

Clause 6: Further services are post production services where the artist will be available subject to other prior engagements. Sometimes a producer can negotiate a certain number of so called "free" days (3 is the norm) where the artist will render Additional or Further Services free of charge. This gives the Producer more leeway but is only appropriate on big productions. The fee for Further or Additional Services can be agreed in advance and it is customary for the fee to be a daily rate calculated as a pro-rated amount of the weekly sum.

EXHIBIT A

Clause 4(c): See Glossary of Terms. This may not be legally effective but at present all relevant contracts include such a term.

Clause 7: The periods of suspension giving rise to the entitlement of the Producer to terminate the agreement are subject to negotiation.

Note 1: It should be made clear whether or not the terms of the agreement are going to be governed by the appropriate Equity agreement or not. Many actors, or more likely their agents, will insist on the application of Equity's terms as Equity has negotiated residual and royalty payments on repeats, video etc. with PACT. However if the project is a film intended for theatrical release you should negotiate a complete buy out of the Artist's performance rights wherever possible. A buy out will be expected by most sales agents, financiers and distributors as they will not want the trouble of having to account to the artists and more importantly, any residual payments will be seen as a drain on the revenue of the film.

Note 2: Deferments. If the fee or proportion of the fee is to be deferred, there should be further provisions that should also be mentioned, i.e. that the Deferment will be pro rata and pari

passu with all other deferments to persons, providing services to the Film, after which all deferments to companies and firms should be met. All deferred sums are payable in first place from receipts received by the Producer from the exploitation of the Film subject to the recoupment of the production and post production cost of the Film only. It should be emphasised that the Deferment is a contingent amount and is only payable to the extent sufficient receipts are generated. It should also be mentioned that the Producers will use their reasonable endeavours to procure that their auditors or any other firm of Chartered Accountants appointed, will provide an audited detailed statement of all transactions relevant to the production and the income generated which should be made available to the artist and/or representatives by a specified date.

Note 3: A Daily Rate is usually calculated at 1/7th of the weekly rate.

Note 4: If the artist is a so called star they may insist upon a share of net profits.

Note 5: Work exists on bank holidays unless otherwise stated in the contract or accompanying schedule.

Note 6: Credit. The size and placement of the credit (billing requirement) is usually negotiated between the parties.

Note 7: Material. The artist will sometimes ask for the right to select the photographs of themselves to be used and this is usually granted subject to certain restraints.

Note 8: If an actor or their agent is concerned about the ability of a production company to make the payments due to the Artist, they may ask for all the monies due under the agreement to be paid to a third party to be held in an Escrow Account and paid out in accordance with the agreement under the terms of the agreed Escrow arrangement.

Alice
M E D I A

