

CREW DEAL MEMO

PRODUCER: _____ ("Producer")

DATE: _____

FILM: _____

START DATE: _____

FINISH DATE: _____

POSITION: _____

NAME: _____ ("Employee")

ADDRESS: _____

PHONE: _____

**TAX ID # OR:
SOCIAL SECURITY #:** _____

RATE: \$_____

TERMS OF ENGAGEMENT:

**SALARIED/ON CALL
EXEMPT EMPLOYEES
TERMS AND CONDITIONS OF EMPLOYMENT**

1. **PAYMENT OF WAGES.** \$ _____ will be paid to Employee.
2. **EXEMPT EMPLOYEES.** Exempt employees shall not be beneficiary of additional overtime, turnaround or other hourly payments except as expressly provided in this Deal Memo.
3. **NIGHTS, WEEKENDS, HOLIDAYS, WORK TIME.** Unless expressly provided elsewhere in this Deal Memo, no increased or additional compensation shall accrue or be payable to employee for the rendering of services at night or on weekends or holidays, or after the expiration of any particular number of hours of service in any period.
4. **CAR INSURANCE.** Employee is responsible for liability and collision insurance and deductibles on her/his personal vehicle used in conjunction with their employment.
5. **PURCHASES.** Employee will be held personally responsible for purchases, rentals and expenses not approved in advance by the Producer.
6. **EXCLUSIVITY.** Employee's services are on an exclusive basis to the production of the Film referred to in this Deal Memo for such period of time as required unless otherwise specified in this Deal Memo.
7. **CREDIT.** Upon completion of the Film and provided employee performs all services required hereunder through completion of the term, Employee will receive a credit of "_____".
8. **TERM:** Unless expressly provided elsewhere in this Deal Memo, Employee's employment hereunder shall not be for any guaranteed period of employment. Producer reserves the right to discharge Employee at any time, for any reason, subject only to the obligation to pay the balance of any compensation due. Producer will attempt to notify Employee a minimum of twenty-four (24) hours in advance of layoff. This Deal Memo is subject to immediate suspension and or termination (at Producer's election) without further obligation on the part of Producer in the event of any incapacity or default of Employee or any customary force majeure reason.
9. **NO WAIVER.** The terms and conditions of this Deal Memo are binding on Producer and Employee, 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 employment shall be null and void.
10. **WORK-FOR-HIRE.** Producer shall be the owner of all of the results and proceeds of Employee's services (the "**Work**"), including any copyright, trademark and any other intellectual property rights in any Work created by Employee, or anyone under Employee's direction. Employee acknowledges that Employee's Work is a "work made for hire" within the scope of Employee's employment, and therefore Producer shall be the author and copyright owner of any Work created under this Deal Memo. If it is determined that such Work, or any portion thereof, is for any reason not works made-for-hire, Employee hereby assigns to Producer any and all right, title and interest Employee may have in and to such Work, including all rights of copyright, patent, trademark, and all rights to use, reproduce, and otherwise exploit the Work in any and all formats or media, whether now known or hereafter devised. Employee agrees to execute such instruments as Producer may from time to time deem necessary or desirable to evidence, establish, maintain and protect Producer's ownership of such Work, and all other rights, title and interest therein.
11. **GOVERNING LAW.** This Deal Memo and the rights and obligations of the parties hereunder shall be construed under, and governed by, the laws of the State of California without regard to conflicts of law rules that would result in a different governing law.

12. ARBITRATION. Any dispute, claim or controversy concerning the provision of Services or the termination of this Deal Memo or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Deal Memo or the enforcement or validity of this Arbitration provision, shall be resolved by final and binding arbitration by **(YOUR PRODUCTION COMPANY)** or its successor, in accordance with the provisions of **(YOUR PRODUCTION COMPANY)** Comprehensive Arbitration Rules and Procedures as in effect at the time of the arbitration; provided, however, that any claim or dispute involving Five Thousand Dollars (\$5,000) or less, that cannot be resolved among the parties, shall be resolved in Small Claims Court at the _____ Courthouse in (CITY, STATE). Any arbitration proceedings will be held in Los Angeles County, California, before a single arbitrator appointed by **(YOUR PRODUCTION COMPANY)** in accordance with its rules, who has at least ten (10) years' experience with employment disputes, is not an affiliate of any party to such arbitration and does not have any potential for bias or conflict of interest with respect to any of the parties hereto. In arriving at its decision(s), the arbitrator shall apply the terms and conditions of this Agreement in accordance with the laws of the State of California. The arbitrator shall issue a written explanation of the reasons for any award. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. The arbitrator may grant injunctions or other relief in such dispute or controversy; provided, however, that employee waives any and all right to injunctive relief in the event of any dispute with Producer, and employee's sole remedy in such dispute shall be at law. The arbitration award may be entered for judgment in any court having jurisdiction thereof. The arbitration shall be a confidential proceeding, closed to the general public. The parties will share equally in the payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each party bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this Section 12 shall affect Producer's ability to seek from a court injunctive or equitable relief at any time.

THE PARTIES HEREBY EXPRESSLY, INTENTIONALLY AND DELIBERATELY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL FOR ANY CLAIM OR CONTROVERSY THAT IS SUBJECT TO BINDING ARBITRATION UNDER THIS SECTION 12.

EMPLOYEE ACCEPTS ALL CONDITIONS OF EMPLOYMENT AS DESCRIBED ABOVE.

AGREED TO AND ACCEPTED:

EMPLOYEE:

Name: _____

PRODUCER:

Name: _____