

Generic Deal Memo

This memo outlines terms of the agreement between _____ and _____ (hereinafter "Producer") related to the production of _____ (hereinafter "Motion Picture.")

1. Services:

_____ agrees to perform the services outlined in Appendix A.

2. Compensation:

Subject to the rest of the terms of this agreement, and upon satisfactory completion of the services outlined in Appendix A, Producer agrees to compensate _____ at the rate and time designated in Appendix B.

3. Employment Status: [Choose one]

[Independent Contractor: The parties agree that _____ is an independent contractor, who is not required to work exclusively for Producer now or in the future, and who, as a professional, is expected to complete the assignment without supervision or training. No fringe benefits or overtime compensation will be provided and the contractor is solely responsible for all income, self-employment and other taxes due upon this income received in conjunction with the services rendered under this agreement. **The contractor is not entitled to collect unemployment compensation under this agreement.**]

[Employee: The parties agree that _____ is an employee of Producer for duration of the time designated in Appendix A for the compensation designated in Appendix B. Producer will be responsible for deducting from the compensation of _____ and paying to the appropriate government agency, all income tax, social security tax, medicare tax, and workers compensation insurance required by law in conjunction with the services rendered under this agreement.]

[Contract Employee: _____ is an employee of _____ agency on contract with to Producer to perform the services outlined in Appendix A. This agreement is further subject to the terms and condition of the attached contract between Producer and that agency.]

4. Assignment of Rights

[_____ assigns to producer all rights necessary for the development, production and exploitation of the Motion Picture, whether denominated copyrights, performance rights, or publicity rights, including the right to reasonable use of his/her name and likeness in conjunction with the development, production and exploitation of the Motion Picture, and waives any right to sue Producer over such use.]

[_____ warrants to Producer that all writing submitted for the Motion Picture is his own original work. The parties agree the script and all revisions of the script of the film are "works made for hire" as defined under article 101 of Title 17 of the U.S. Code. If for any reason the script should be determined to not be a "work made for hire," _____ assigns all rights he may have to the work under U.S. and International copyright law to Producer.

5. Credits:

Producer agrees to provide the following credits: _____

_____ Date _____

_____ Social Security Number

_____ Address

_____ Producer _____ Date _____

Appendix A:

[Describe the services to be performed in plain English including dates and times required to be available and any equipment to be provided.]

[Examples: actor playing (role); dates; times (or "as needed"); related responsibilities. Writer; responsibilities including revisions/turn around times between dates; Stunts/effects...]

Appendix B:

Describe Compensation Rate