

ACTOR EMPLOYMENT AGREEMENT

THIS ACTOR EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 20____ by and between _____ of _____, (the "Producer"), and _____ of _____ (the "Actor").

Recitals

- A. Producer intends to produce a theatrical motion picture entitled _____ (the "Picture") intended for theatrical exhibition.
- B. The said Picture is based upon certain screenplay entitled _____ (the "Screenplay").
- C. The Producer desires to utilize the services of Actor in connection with the Picture upon the terms and conditions contained in this Agreement.

Now therefore, the parties agree as follows:

Engagement

Producer hereby engages the Actor to render services in the role of _____ in the Screenplay. Actor hereby accepts such an engagement upon the terms contained in this Agreement.

Services

The Actor agrees to render all such services as are required by the Producer, at such times and places required by the Producer. Actor agrees to comply with all reasonable directions, requests, rules and regulations of the Producer in connection therewith, whether the same involve matters of artistic taste or judgment.

Retakes

For the term and upon termination of this Agreement, Actor shall render such services as Producer may require in producing retakes, added scenes, transparencies, closeups, sound track including dubbing and looping, process shots, trick shots and trailers for changes in and foreign versions of the Picture.

Promotion and Publicity Services

Actor agrees to participate in such promotional activities, including, without limitation, television and radio appearances, photo sessions, interviews, appearances at premieres and similar activities, as the Producer may reasonably request.

Extra Time

No additional compensation shall accrue or be payable to Actor for services rendered at night or on weekends or holidays, or after the expiration of any number of hours of service in any period.

Compensation

Upon condition that the Actor shall fully perform all services required hereunder, Producer shall pay to the Actor, as full and complete consideration for such services and for all rights transferred by the Actor to the Producer hereunder, the following:

_____.

Term

This Agreement shall begin from the date set forth above and shall continue until the completion of the photography and recordation of actor's role. Producer hereby guarantees that it will furnish Actor a minimum of _____ day's employment.

Furnishing of Wardrobe

The Actor agrees to arrange all modern wardrobe and apparel necessary for the role. Producer shall pay a reasonable cleaning allowance and reimbursement for any soiled or damaged clothes. It is hereby agreed between the parties that if any "character" or "period" specific costumes is required, the Producer shall supply the same to the Actor.

Non-Union Picture

Producer represents that it is not a signatory or party to the Screen Actors Guild collective bargaining agreement or any other union or guild agreement. Actor represents and warrants that Actor is not a member of any union or guild which would prevent Actor from working in the Picture.

Promotional Film

Actor acknowledges and agrees that Producer will have the exclusive right to make additional promotional films of _____ minutes. Producer reserves the right to utilize the results and proceeds of Actor's services in such promotional films. Actor hereby agrees to render such services as Producer may request for the said promotional film during the term of this Agreement. Producer shall pay to Actor the sum of \$_____ if such promotional film is broadcasted on television or telecasted to a paying audience.

Rights

Producer shall own all results and proceeds of Actor's services hereunder, including the copyrights thereof, and as such owner shall have the right: (i) to include such results and proceeds in the Picture and in advertising and publicity relating to the Picture, (ii) to reproduce such results and proceeds by any present or future means, (iii) to combine such results and proceeds with photographs and recordings made by others for use in the Picture, (iv) to exhibit and perform such results and proceeds in theaters, on the radio and television, and in or by any other present or future media, for profit and otherwise, and for commercial or non-commercial purposes and purposes of trade, and (v) to license and assign its rights to any other person or producer. For clarification, the results and proceeds of Actor's services hereunder shall include any and all material, words, writings, ideas, "gags", dialogue, melody and lyrics composed, submitted or interpolated by Actor in connection with the preparation or production of the Picture (collectively the "material"). All said material, the copyright therein, and all renewals, extensions or reversions of copyright now or hereafter provided, shall automatically become the property of Producer, which shall be deemed the author thereof, it being agreed and acknowledged that all of the results and proceeds of Actor's services hereunder are a specially ordered and commissioned "work made for hire" within the meaning of the 1976 Copyright Act for the compensation provided in the Principal Agreement. Actor hereby expressly waives and relinquishes any moral rights in and to any material created by or contributed to the Picture by Actor including all of Actor's performance.

Name and Likeness

Producer shall have the exclusive right to use Actor's name, sobriquet, photograph, likeness, voice and or caricature (collectively "Name & Likeness"). Producer shall also have the right to simulate Actor's voice, signature and appearance by any means in and in connection with the Picture and the advertising, publicizing, exhibition, and/or other exploitation thereof in any manner and by any means and in connection with commercial advertising and publicity. If the Producer uses Actor's Name & Likeness in and in connection with any merchandising or publishing undertakings, Producer shall pay Actor a pro rata share of _____% of the gross monies actually derived by Producer.

Expenses

The Actor will be entitled to reimburse any transportation and expenses pursuant to this Agreement provided Actor is required by Producer to render services more than seventy-five (75) miles from Actor's principal place of residence.

Force Majeure

The term "force majeure" means epidemic, act of God, strike, lockout, labor condition, unavailability of materials, transportation, power or other commodity, delay of common carrier, civil disturbance, riot, war or armed conflict whether or not there has been an official declaration of war, the enactment of any law, the issuance of any executive or judicial order or decree, breach of contract by, or disability of, the Producer, Director, other principal cast member, breach of contract by a financier or completion guarantor, or other similar occurrence beyond the control of Producer, which causes an interruption of or materially hampers or materially interferes with the production of the Picture.

Notices

All notices hereunder shall be in writing and shall be given either by personal delivery, telegram or telex (toll prepaid) or by registered or certified mail (postage prepaid), and shall be deemed given here under on the date delivered, telegraphed or telexed or a date forty-eight (48) hours after the date mailed. Until further notice, the addresses of the parties shall be as follows:

ACTOR

PRODUCER

Governing Law

This Agreement shall be governed by the laws of the State of _____

Arbitration

Any controversy or claim arising out of or relating to this agreement or any 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 prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees. The determination of the arbitrator in such proceeding shall be final, binding and non-appealable. In the event of any breach by the Producer of this Agreement, the Actor shall be limited to the Actor's remedy at law for damages, if any, and shall not have the right to terminate or rescind this Agreement or to enjoin or restrain in any way the production, distribution, advertising or exploitation of the Picture.

Assignment

Producer shall have the right to assign this Agreement and any of the rights granted herein, in whole or in part, to any person, firm, corporation or entity, and nothing contained herein shall imply anything to the contrary. Actor shall not be entitled to assign Actor's rights or obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

"Actor"

AGREED TO AND ACCEPTED:

"Producer"