

CREW DEAL MEMO

Salaried On-Call

Exempt Employees

PRODUCTION COMPANY: XXXXXXXXXXXXX

XXXXXXXXXXXX

MOTION PICTURE: "XXXXXXXXXXXX"

START DATE: _____

POSITION: _____

EMPLOYEE NAME: _____

ADDRESS: _____

PHONE: Home: _____

Work: _____

SOCIAL SECURITY NUMBER: _____

FED I.D. NUMBER: _____

(items below to be completed by production company only)

WEEKLY RATE: \$ _____

RENTALS: _____

EMPLOYEE BOX AND EQUIPMENT IS SOLE

RESPONSIBILITY OF EMPLOYEE. PRODUCTION COMPANY

ASSUMES NO RESPONSIBILITY FOR SAME.

OTHER TERMS:

SALARIED/ON CALL

EXEMPT EMPLOYEES

TERMS AND CONDITIONS OF EMPLOYMENT

1. PAYMENT OF WAGES: Wages shall be paid to all employees no later than Friday following the week in which services were performed. Pay date may be delayed by reason of an intervening federal or state holiday. Employment is for a 6-day work week.
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. MEALS: The Production Company will provide meal breaks and/or food service at approximately six (6) hour intervals.
5. IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA): Employment (or the engagement of services) hereunder is subject to employee providing the requisite documents required by IRCA and completing and signing the required Form I-9 pursuant to IRCA Section 274a.2. Employee shall comply with the immigration verification employment eligibility provisions required by law.
6. CAR INSURANCE: Employee is responsible for liability and collision insurance and deductibles on her/his personal vehicle used in conjunction with their employment.
7. ALCOHOL/DRUGS: Use of alcohol or drugs during hours of employment will result in employee's immediate termination.
8. PURCHASES: Employee will be held personally responsible for purchases, rentals and expenses not approved in advance by production.
9. EXCLUSIVITY: Employee's services are on an exclusive basis to the production of the motion picture (the "Picture") referred to in this deal memo for such period of time as required unless otherwise specified in this deal memo.
10. CREDIT: Unless otherwise specified in this deal memo, screen credit is at Production Company's discretion subject to employee's performing all services required through completion of term.
11. TERM: Unless expressly provided elsewhere in this agreement, employee's employment hereunder shall not be for a "run of the show" or for any guaranteed period of employment.

Production reserves the right to discharge employee at any time, subject only to the obligation to pay the balance of any guaranteed compensation due. Production Company will attempt to notify employees a minimum of twenty-four (24) hours in advance of layoff. This agreement is subject to immediate suspension and/or termination (at Production's election) without further obligation on the part of Production in the event of any incapacity or default of employee or in the case of any suspension, postponement or interference with the production by reason of labor controversy, strike, earthquake, act of God, governmental action, regulation, or decree or for any other customary force majeure reason.

12. NO WAIVER: The terms and conditions of this deal memo are binding on Production Company 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.

13. WORK-FOR-HIRE: Production Company shall be the owner of all of the results and proceeds of employee's services, including any copyright, trademark and any other intellectual property rights in any work or property 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 Employer shall be the author and copyright owner of any work created under this agreement. In the event that any of proceeds of Employee's work are not considered a work for hire, then Employee's copyright to such work is hereby assigned to Employer.

14. PUBLICITY: Employee shall not directly or indirectly circulate, publish or otherwise disseminate any news story, article, book or other publicity concerning the Picture, or employee's or others' services without Production Company's prior written consent, provided that employee may issue personal publicity mentioning the Picture so long as such references are not derogatory. Employee has permission to show a videotape of Picture in connection with seeking future employment. Employer shall have the right to use employee's name, voice, picture and likeness in connection with the Picture, the advertising and publicizing thereof, and any promotional films or clips respecting the Picture without additional compensation therefore.

15. ARBITRATION: This Agreement shall be interpreted in accordance with the laws of the State of XXXXXXXXXXXXX, applicable to agreements executed and to be wholly performed therein. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the rules and procedures of AFMA, as said rules may be amended from time to time with rights of discovery if requested by the arbitrator. Such rules and procedures are incorporated and made a part of this Agreement by reference. If AFMA shall refuse to accept jurisdiction of such dispute, then the parties agree to arbitrate such matter before and in accordance with the rules of the American Arbitration Association under its jurisdiction in XXXXXXXXXXXXX before a single arbitrator familiar with entertainment law. The parties shall have the right to engage in pre-hearing discovery in connection with such arbitration proceedings. The parties agree hereto that they will abide by and perform any award rendered in any arbitration conducted pursuant hereto, that any court having jurisdiction thereof may issue a judgment based upon such award and that the prevailing party in such arbitration and/or confirmation proceeding shall be entitled to recover its reasonable attorneys' fees and expenses. The arbitration will be held in XXXXXXXXXXXXX and any award shall be final, binding and non-appealable. The Parties agree to accept service of process in accordance with the AFMA Rules.

EMPLOYEE ACCEPTS ALL CONDITIONS OF EMPLOYMENT AS DESCRIBED ABOVE.

AGREED TO AND ACCEPTED:

EMPLOYEE SIGNATURE

DATE

PRODUCTION COMPANY SIGNATURE

DATE