

# CREW DEAL MEMO

STUDENT  
CONTRACTOR NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

PROJECT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ DATE STARTED: \_\_\_\_\_

(items below to be completed by production company only)

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COMPENSATION:	\$0	PER DAY FLAT / FLAT FEE <small>(CIRCLE ONE)</small>
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This Deal Memo shall confirm the agreement between the above-named freelance (student) contractor and **Brigham Young University**, in connection with the motion picture presently entitled “ \_\_\_\_\_ ” (“the Picture”). It is also understood that you agree that your performance and diligence in meeting your responsibilities on this project will be monitored by the Media Arts Department. **Your failure in your role or lack of commitment to the project may have further consequences—not only in being removed from this project, but also prohibiting you from further opportunities in the program. Your citizenship in the MA program is affected by your performance in this role, and will be noted on file with the front office as well as with your faculty.** Please take your commitments and responsibilities seriously.

For good and valuable consideration, the receipt of which is hereby acknowledged, Company and Contractor agree as follows:

**SERVICES:** Contractor shall render services hereunder from the Start Date, which are usual and customary of the services required of a person employed in this capacity in the motion picture industry, and shall render such services exclusively to Company thereafter through the completion of Contractor’s services as determined by Company. Contractor’s services in the position stated above shall be rendered to the best of Contractor’s ability and as Company directs in its sole discretion, including, without limitation, all matters of taste and judgment.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA):** Employment (or the engagement of services) hereunder is subject to Contractor providing the requisite documents required by IRCA and completing and signing the required Form I-9 pursuant to IRCA Section 274a.2. Contractor shall comply with the immigration verification employment eligibility provisions required by law.

**INSURANCE:** Contractor is responsible for liability and collision insurance and deductibles on her/his personal vehicle used in conjunction with their employment.

**PURCHASES:** All purchases, rentals and other expenses incurred must be made with prior approval by the Company.

**Petty Cash:** If Contractor is given a petty cash float, Contractor is responsible for returning receipts, remaining cash, or a combination thereof upon completion of the job. A purchase order or check request is needed for all rentals or non-cash purchases. All purchase orders or check requests must be approved by the Company in writing. If Contractor is assigned a walkie-talkie, pager, or any other equipment, Contractor shall be responsible for returning same to Company in good working order. Contractor hereby authorizes Company to deduct from Contractor’s final payroll check any outstanding balance in Contractor’s petty cash advance fund and any costs of repair or replacement of any equipment assigned to Employee accrued as a result of Contractor’s negligence.

**RENTALS: CONTRACTOR’S KIT/BOX AND EQUIPMENT IS SOLE RESPONSIBILITY OF CONTRACTOR. COMPANY ASSUMES NO RESPONSIBILITY FOR SAME.** Any rentals from Contractor must be approved by Company and must be documented at the time of hire with a rental agreement.

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SCREEN CREDIT: Unless otherwise specified in this Deal Memo, all aspects of screen credit are at Company's sole discretion.

TERM: The expiration or termination of this Deal Memo shall not affect the ownership by Company of the rights granted herein.

WORK-FOR-HIRE: Company shall be the owner of all of the results and proceeds of Contractor's services, including any copyright, trademark and any other intellectual property rights in any work or property created by Contractor, or anyone under Contractor's direction. Contractor acknowledges that Contractor's work is a "work made for hire" within the scope of Contractor's employment, and therefore Company shall be the author and copyright owner of any work created under the Deal Memo. Contractor expressly waives any rights of droit moral that may be afforded Contractor under the laws of any country in connection with the Picture. If Contractor shall hereafter be deemed to own any rights in or to the Contractor, Contractor hereby assigns such rights to Company and further agrees to execute any documents required by Company to effectuate such intent.

PUBLICITY: Company shall have the right to use Contractor'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. Contractor shall not directly or indirectly circulate, publish or otherwise disseminate any news story, article, book or other publicity concerning the Picture, or Contractor's or others' services without Company's prior written consent, provided that Contractor may issue personal publicity mentioning the Picture so long as such references are not derogatory. Contractor has permission to show a videotape of Picture in connection with seeking future employment. Admittance of any guests to the set are at the sole discretion of Company.

AVAILABILITY: Contractor will advise Company of Contractor's whereabouts so that Contractor may be reached at any reasonable hour of the night or day.

ENTIRE AGREEMENT: This Deal Memo sets forth the entire understanding of the parties regarding the subject matter and may not be amended except by a written instrument signed by the parties. Any added conditions on the front of this Deal Memo inconsistent with the conditions of employment detailed in the body of this agreement shall be null and void.

NO OBLIGATION TO PRODUCE: Company will not be obligated to produce or release the Picture, or to use the results of Contractor's services.

ASSIGNMENT: Company shall have the right to transfer or assign its rights and obligations pursuant to this Deal Memo to any other person, firm, or corporation, and upon such assignment shall be relieved of its obligation to Contractor.

HOLD HARMLESS: Contractor shall indemnify and hold Company harmless from and against any and all loss, claim, liability, judgment, cost or expense suffered by Company for any breach or default of this Deal Memo by Contractor.

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CONTRACTOR ACCEPTS ALL CONDITIONS OF EMPLOYMENT AS DESCRIBED ABOVE.

AGREED TO AND ACCEPTED:

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

PRODUCER/UPM: \_\_\_\_\_ DATE: \_\_\_\_\_