

CREW DEAL MEMO



CREWMEMBER INFORMATION	
Motion Picture:	Shoot Date: / /
Employee Name:	Position:
Address:	Phone:

EMERGENCY CONTACT INFORMATION	
Name:	Relationship:
Phone #:	

TERMS AND CONDITIONS OF EMPLOYMENT

1. **VOLUNTARY EMPLOYMENT:** The Employee is providing their services on a voluntary basis and it is hereby understood that there will be no form of compensation, monetary or otherwise, for the services that Employee provides to Palm Beach Community College (The Production Company).
2. **CREDIT:** The Employee will have a name credit in the completed film that will read as follows (i.e. your name as you would like it to appear in the final film):
_____. The Production Company reserves the right to change Employee's credit based on their discretion, provided they allow Employee notice of the change at least two (2) days before the picture is locked.
3. **TERM:** The Production Company reserves the right to terminate or dismiss Employee at any time.
4. **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.
5. **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 the proceeds of Employee's work are not considered a work for hire, then Employee's copyright to such work is hereby assigned to Employer.
6. **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 the 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.

7. **ARBITRATION:** This Agreement shall be interpreted in accordance with the laws of the State of Florida, 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 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 Florida 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 attorney's fees and expenses. The arbitration will be held in Florida 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 CONDITION OF EMPLOYMENT AS DESCRIBED ABOVE.

AGREED TO AND ACCEPTED:

EMPLOYEE SIGNATURE

DATE

PRODUCTION COMPANY REPRESENTATIVE SIGNATURE

DATE