**Crew Agreement**

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: This agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (working title)

We write to confirm the agreement we have reached as follows:

1. Engagement

We hereby engage you and you hereby agree to provide the exclusive services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the film provisionally entitled "\_\_\_\_\_\_\_\_\_\_\_\_\_\_ " (the “Film") on the terms and conditions set out in this agreement

1. Term

We shall be entitled to your non-exclusive services before the shoot and exclusive services during \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Remuneration
	1. We shall, as full and complete consideration for all services rendered and for all rights, consents and benefits assigned and/or granted to us under this agreement, pay to you the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pounds (£\_\_\_\_\_\_\_). The foregoing amount is inclusive of any amounts payable in respect of holidays.
2. Copyright
	1. You hereby assign to us absolutely
		1. the entire copyright (including without limitation rental and lending rights and cable re-transmission rights) throughout the universe for the full period of copyright and all renewals, revivals, reversions and extensions thereof (and thereafter, in so far as you are able, in perpetuity) and, to the extent relevant, by way of present assignment of future copyright and
		2. all other rights whatsoever, in all products of your services hereunder, including, without limitation, all performances and literary, dramatic, artistic and musical material contributed by you to the Film (the said performances, copyright and products are herein referred to as "the Products").
	2. You hereby irrevocably grant to us throughout the world:‑
		1. all consents necessary to enable us to make the fullest use of the Products; and
		2. the right to and to authorise others to issue publicity concerning your services in connection with the Film and to use your name, voice, biography and likeness and the Products in connection with the exploitation of the Film and/or the advertising, publicising and/or promotion of the Film and/or the financiers and/or the distributors of the Film but so that, without your prior written consent, such use shall not suggest that you endorse, recommend or use any commercial products or services other than the Film and/or the said financiers and/or distributors.
		3. You recognise that we have the unlimited right to edit, copy, alter, add to, take from, adapt and/or translate the Products and the Film and, with regard to the Products and the Film, hereby irrevocably waive the benefits of any provision of law known as "moral rights" or any similar laws of any jurisdiction. We shall not be obliged to incorporate the Products in the Film.
	3. You shall do all such acts and execute such documents as we may reasonably require to vest in or confirm to us or our successors-in-title and licensees the copyright and all other rights assigned or granted or purported to be assigned or granted by you to us under this agreement.
3. Your Obligations

You agree:‑

* + 1. to render your services to the best of your skill and ability in willing collaboration with such persons as we may designate at such times and places as we may require;
		2. to obtain knowledge of and comply with all rules and regulations for the time being in force at such places where your services are rendered hereunder;
		3. not to make any disclosure or supply any information to the public or any third party (other than your professional advisers) relating to the Film or to our general affairs;
		4. that the Products will be original and will not infringe the rights of any third party;
		5. to keep us informed of your whereabouts at all times during the period in which your services are required under this agreement;
		6. not to pledge our credit, order goods or incur any liability on our behalf nor hold yourself out as being entitled to do so without our written authority;
		7. that you are not now nor have at any time been subject to or suffering from any illness, injury or other condition which may adversely affect your ability or suitability to render any services required under this agreement; and
		8. to indemnify us against any and all claims, costs and/or damages made against us as a result of any breach or non-performance by you of any or all of the provisions of this agreement.
1. Warranties

You hereby warrant, represent and undertake to us that:

* + 1. you are free to enter into and to perform this agreement and have not entered and will not enter into any professional or other commitment which would or might conflict with the full and due rendering of your services hereunder;
		2. the Products (save to the extent that they incorporate material made available to you by us or at our instance) will be wholly original in you and will not infringe the copyright or any other rights of any third party;
		3. the Products will not (whether by way of inflection or otherwise) contain any defamatory matter or breach any contract or duty of confidence.
1. Remuneration

The fee payable to you in respect of your services under this agreement is exclusive of Value Added Tax, which shall be payable at the appropriate rate, if applicable. You acknowledge that the said fee represents, and has been agreed on the basis that it represents, the full and complete consideration due to you for all services rendered and rights and benefits granted and assigned under this agreement and includes a pre‑payment and equitable remuneration for the assignment of rental and lending rights and cable re-transmission rights referred to above. No further sums are payable to you under this agreement whether in respect of the hours worked by you or under any collective bargaining agreement. Notwithstanding the foregoing, if you shall be entitled to receive from any collecting society moneys derived from the rental or lending of copies of the Film and/or the cable re-transmission of the Film which do not reduce our entitlement or that of our successors-in-title to receive moneys from such source, you shall be entitled to receive the same but you shall not be entitled to claim any payment in respect thereof from us or any assignee, licensee or successor-in-title of ours.

1. Name and Likeness

You hereby irrevocably grant to us the right to interview you, photograph and make motion pictures and sound recordings of your physical likeness and voice and to issue publicity including your name, likeness and voice and/or any approved biographical material (which you will supply immediately upon request, failing which we shall be entitled to use our own biography) in connection with the advertising, publicity, promotion and/or exploitation of the Film and in connection with (without limitation) “behind the scenes” and “making of” programmes, recordings, publications or films and tapes and in any CD-Rom or EPK (Electronic Press Kit) in respect of the Film in any format and in any and all media throughout the world and in perpetuity.

1. Loss

We shall not be under any liability in respect of

* + 1. any claim for loss of publicity or opportunity to enhance your reputation even if we delay or abandon production or exploitation of the Film or the use of your services notwithstanding that we may have advertised the same; or
		2. any loss or damage to your property whilst in transit to or whilst at places where you render services under this agreement except to such extent, if at all, as we may be able to enforce a claim for indemnity against a third party or under any policy of insurance effected by us; or
		3. for your death or any personal injury or ailment arising out of or in the course of your engagement hereunder except to such extent, if at all, as the same was due to our negligence.
1. Suspension and termination
	1. If we are unable to make use of all or any of your services hereunder for any reason or event beyond our control, we may by written notice to you suspend this agreement with immediate effect. If the suspension continues for a period of seven (7) consecutive days or more we shall be entitled to terminate this agreement with immediate effect.
	2. If at any time you fail or refuse to perform your services or you breach any or all of the provisions of this agreement, we may by written or oral notice (but if oral subsequently confirmed in writing) at our discretion either suspend and/or terminate this agreement with immediate effect.
	3. We shall be entitled to terminate this agreement at any time on giving to you one (1) week's notice in writing.
	4. Suspension or termination under this clause shall be without prejudice to any other claim or rights we may have against you or to our entitlement to the rights in the Products assigned and/or granted to us under this agreement.
2. Assignment

We shall be entitled to assign the benefit of this agreement and of your services hereunder to any third party but we shall remain liable to you for all our obligations under this agreement notwithstanding any such assignment.

1. Miscellaneous
	1. You acknowledge that your engagement hereunder and this agreement generally is not subject to the jurisdiction, agreements or provisions of any guild or union, including without limitation B.E.C.T.U or any collective bargaining agreement, guild or union regulations.
	2. For the purposes of the Data Protection Act 1998, as amended from time to time, you agree and give your consent to the holding and processing of personal data relating to you in any form, (whether obtained or held in writing, electronically or otherwise) by us or other companies for purposes connected with our relationship with you. You agree that we can make this information available to companies and legal and regulatory authorities throughout the world.

13.3 In the event of any breach of this agreement by us, your sole remedy shall be an action at law for damages, if any. In no event shall you seek or be entitled to seek or obtain injunctive or other equitable relief, and termination of your engagement hereunder or this agreement, for any reason shall not affect our rights in and to the results and proceeds of your services hereunder.

13.4 This agreement sets out the entire understanding between us at the date hereof in relation to the Film and supersedes any prior agreements or arrangements (whether oral or in writing) between us relating thereto. This agreement may only be modified by an agreement in writing signed by both you and us.

* 1. No waiver, express or implied, by either you or us of any term or condition or of any breach by the other of any of the provisions of this agreement shall operate as a waiver of any breach of the same or any other provision of this agreement.

13.6 This agreement shall be governed by and construed in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts.

Pease confirm your acceptance of the foregoing by signing and returning to us the enclosed copy.

Yours sincerely Read and agreed by:

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for and on behalf of