

# EMPLOYEE DEAL MEMO

TWENTIETH CENTURY FOX FILM CORP (Producer)

Production Title: American Horror Story Season 12 ("Program") Prod. Number: \_\_\_\_\_

EMPLOYEE: David A Woolner LOCAL #: IA 52 Studio Mechanics  
ADDRESS: 23 Clearview Dr CITY: Ridgefield STATE: CT ZIP: 06877  
SOCIAL SECURITY NUMBER: XXX - XX - 9637 TELEPHONE: (347) 882-6981  
DEPT: Set Lighting POSITION: LAMP OPERATOR / Electrician - 2643 OCC. CODE: 2643 ACCT/SUF: \_\_\_\_\_  
LOS ANGELES ONLY: ROSTER / SAFETY TRAINING STATUS CLEARED ☐ CHECKED BY: \_\_\_\_\_  
DGA ONLY: QUALIFICATION LIST STATUS CLEARED ☐ CHECKED BY: \_\_\_\_\_  
ANTICIPATED START DATE: 05/19/2023 EMERGENCY CONTACT & PHONE: Diana Woolner (240) 997-4509

Employment to be governed by the applicable collective bargaining agreement, if any.

☐ TV/FEATURE ☐ PILOT/1<sup>ST</sup> YR SERIES ☐ 2<sup>ND</sup> YR SERIES ☐ BASIC CABLE ☐ HB SVOD

DIGITAL PRIME TIME (HALF HOUR): SINGLE CAM ☐ MULTI-CAM ☐ PILOT ☐ BASIC CABLE ☐

OTHER (PLEASE SPECIFY): \_\_\_\_\_

## COMPENSATION:

### DAILY EMPLOYEES

### WEEKLY EMPLOYEES



STUDIO: \$ 48.1600 /HR 8 HR GUAR \$ \_\_\_\_\_ /HR \_\_\_\_\_ HR GUAR  
Or \$ \_\_\_\_\_ /DAY Or \$ \_\_\_\_\_ /WEEK  
DISTANT LOCATION: \$ \_\_\_\_\_ /HR \_\_\_\_\_ HR GUAR \$ \_\_\_\_\_ /HR \_\_\_\_\_ HR GUAR  
Or \$ \_\_\_\_\_ /WEEK



CAR ALLOWANCE: \$ \_\_\_\_\_

CELL PHONE ALLOWANCE: \$ \_\_\_\_\_

## ADDITIONAL PROVISIONS (NOT for box rental. For box rental, use separate Box Rental Agreement):

### STANDARD TERMS:

1. If a Daily rate is indicated, services are for a minimum period of one (1) day. If a Weekly rate is indicated, services are for a minimum period of one (1) week, and the weekly guarantee is for the cumulative number of hours specified. There is no other guarantee of the period of services. No expenditures above the budget approved by Producer will be made or authorized by Employee without the express prior written approval of the Unit Production Manager/Producer. If applicable, all provisions of this agreement ("Deal Memo") are subject to and must provide no less than the terms and conditions of the collective bargaining agreement, if any, which governs the services to be rendered by Employee ("Guild Agreement"). If Employee is paid overscale either in wages or hours, Employee acknowledges that any increase to the minimum wage schedules in the applicable Guild Agreement, if any, may not be automatically applied to Employee's already overscale rate or hours.
2. Employee's services are subject to the terms of the applicable Guild Agreement, if any.
3. All purchases and rentals must be authorized by approved Purchase Orders prior to transaction. Before any business (excluding Box/Car Rentals) is conducted with a company in which Employee or Employee's relative controls more than five percent (5%), Producer must be advised and a *Related Party Transaction Form* must be completed and approved by Producer's Production Executive (except Transportation Rentals). Producer's standard competitive bidding process must also be utilized. Before any equipment or materials (excluding Box/Car Rentals) owned by Employee or Employee's relative, or in which Employee or Employee's relative has a financial interest, is rented, leased or purchased through any individual or business, Producer must be advised and a *Related Party Transaction Form* must be completed and approved by Producer's Production Executive (except Transportation Rentals). Producer's standard competitive bidding process must also be utilized.
4. Petty cash expenses not accompanied by proper receipts in accordance with Producer's policy will not be reimbursed.
5. Employee is responsible for all recoverable items purchased, which must be reconciled with the Accounting Department. All recoverable purchases will be collected at wrap. This shall not be construed as a guarantee of employment beyond one (1) day or one (1) week.
6. No forced calls, overtime, sixth or seventh days or holidays may be worked unless authorized in advance by the Unit Production Manager/Producer's Production Department. Time cards must reflect hours worked (not hours guaranteed), meal periods taken, and be submitted before the time designated by the Production Accountant. Holiday pay shall be governed by the applicable Guild Agreement, if any, or applicable federal or state law. Any unworked hiatuses shall not be paid without express prior written approval from Producer's Production Department. Employee must be authorized by Producer's Production Department to make offers of employment to potential crew members before making any such offers.
7. All compensation to Employee will be paid on payroll checks and will be subject to applicable payroll taxes.
8. Car allowances will be prorated for any partial workweek. Any vehicle used by Employee must be fully insured (including but not limited to minimum statutory requirements), and Employee must provide documentation to such effect to Producer. In the event Employee does not secure the above-referenced insurance policy, Employee shall defend, indemnify and hold Producer harmless up to an amount equal to the minimum statutory policy limits from any damages, loss, liability, etc. (including reasonable attorneys' fees) arising out of any claim involving Employee and/or Employee's vehicle. With respect to property damages only, Producer shall have no liability to Employee, Employee's heirs, successors, insurers and/or assigns, or any third party with respect to any loss, theft and/or damage of any kind to said vehicle. Producer shall not provide any coverage for any vehicle or the contents thereof. Employee shall exercise good judgment and caution in bringing any personal effects or personal property to a location and should arrange to have adequate insurance for Employee's property. Employee represents and warrants that that any personal vehicle used by Employee has been and will be properly maintained, and that it shall be kept in good workable and safe operating condition. PLEASE INITIAL: DW 
9. Employee understands that prior to driving, Employee is required to have a valid driver's license and carry at least the state required limit of Automobile Liability Insurance. PLEASE INITIAL: DW 
10. No production tie-ins or product placement are to be made without express prior written permission from Producer.

11. Employee agrees not to give any interviews or authorize any publicity relating to Employee's services, the Program, or Producer without Producer's express prior written permission in each instance. Employee irrevocably grants to Producer, its successors, assigns, and licensees, the right to photograph and make motion pictures, sound recordings and non-photographic likenesses of Employee's physical likeness and voice for "behind the scenes" promotional films, and to reproduce the same in any and all media now known or hereafter devised in perpetuity throughout the universe, without further compensation of any kind. If so-called "behind-the-scenes", "gallery" and DVD shoots routinely take place during the production of Producer programs, Producer may require services in connection with the creation of this material for the Program and no additional compensation will be paid for such services, regardless of when other production personnel are called or dismissed. If such services are rendered on other than a regular production day, the applicable minimum call in the applicable Guild Agreement, if any, will apply. Such "behind-the-scenes" services are part of Employee's results and products under this Deal Memo.
12. Any unauthorized travel to any distant location is at Employee's expense, risk, and liability.
13. Screen Credit is at the sole discretion of Producer except as may be required by the applicable Guild Agreement, if any, and subject to applicable union approval. If granted, to read as follows: David Woolner
14. **PROD. DESIGNER ONLY:** If use of the term "Production Designer" or "Production Design(ed) by" is not permitted, Employee will be accorded screen credit as "Art Director", provided that in the event Employee shares credit, the form of the credit will be "Art Directors" instead with the names of the persons credited joined by "and". **Please initial:**   
15. **DIRECTOR OF PHOTOGRAPHY ONLY:** If hired as a Director of Photography, Employee shall be granted access to the "Master" to pull selected clips (up to 15 mins. per episode) at Employee's expense which shall be used solely for Employee's show reel/portfolio. Upon request, Employee may be provided with a watermarked DVD only (Beta SP, digi-beta, DVCam or any HD format are not permitted). **Please initial:**   
16. Producer has instituted, and Employee is obligated to comply with, the Injury & Illness Prevention Program, which is contained in the Production Policies.
17. In addition to those provisions contained in #1 above, Producer shall have the customary television industry rights of suspension and termination by reason of any event beyond Producer's control which materially hampers production of the Program, including but not limited to force majeure (including but not limited to a labor dispute) or the incapacity of key executive production staff, the Director, the Director of Photography, or any principal cast member.
18. This Deal Memo shall constitute Producer's and Employee's complete agreement regarding the terms described herein. This Deal Memo may be modified only by written agreement of Employee and an authorized representative of Producer.
19. **OWNERSHIP OF PROGRAM/PRODUCER'S PROPERTY/CONFIDENTIALITY/UNAUTHORIZED USE:** Producer is the sole and exclusive owner of all rights in and to all of Producer's television productions and all other creative works and all elements thereof, including without limitation the development, production and exploitation of the Program, and all elements thereof—including without limitation all designs, illustrations and other artwork, wardrobe and costumes, call sheets, cast and crew member likenesses and information (including their names, personal information and/or business information), creative elements, dailies, locations, one lines, props, scripts, storyboards, screenplays, edited episodes, screeners, underlying literary material, the business or affairs of the Program or of Producer, and audio, photographic and/or audiovisual recordings of any aspect of production (collectively, "**Confidential Information and Materials**"). Should Employee be privy to and/or handle any Confidential Information and Materials or should any Confidential Information and Materials become known to Employee, Employee shall not at any time, directly or indirectly, disseminate, duplicate, dispose of, distribute or, in any other manner, disclose any materials, elements and/or information of any kind dealing with or in any way relating to the Confidential Information and Materials. The disposal of any Confidential Information and Materials does not waive any of Producer's rights therein. It is material to this Deal Memo that Employee shall not make any unauthorized use, reproduction, sale and/or distribution of any production materials (including providing such items free of cost on the Internet), and Employee further agrees to hold confidential, and not disclose at any time to the public, the media or to any person or entity, any Confidential Information and Materials. Employee acknowledges and agrees that the Confidential Information and Materials derive independent economic value from not being generally known to the public or to other persons who can obtain economic value from their disclosure, distribution or use. Employee acknowledges that any breach by Employee with respect to the Confidential Information and Materials will cause irreparable injury to Producer, not readily measurable in monetary damages, and for which Producer, without waiving any other rights or remedies, shall be entitled to injunctive relief. Employee agrees to abide by Producer's policy regarding film, tape, disk or file duplication. Producer has strict policies with respect to the disposal, distribution and/or dissemination of the Confidential Information and Materials. Failure to comply with those policies may, at Producer's election, result in: (i) the immediate termination of Employee's employment; (ii) the revocation of Employee's privilege of viewing or handling any Confidential Information and Materials; and (iii) the revocation of Employee's privilege of visiting the production, including without limitation the production office, Art Department, set, etc., and Producer may prosecute any such failure to comply to the full extent allowable under law (with both criminal and civil liability). Producer reserves all of its other rights and remedies in the event that Producer's policies with regard to Confidential Information and Materials are not complied with. The terms and obligations of this paragraph shall survive termination or expiration of this Deal Memo. **PLEASE INITIAL:** DW 
20. **OWNERSHIP OF WORK PRODUCTS:** Employee agrees that all of the results and product of Employee's services hereunder (including any physical materials created by Employee) (collectively, "**Work Products**") are within the scope of employment and are and shall be created by Employee as a "work made for hire" for an audio-visual program, and Producer is the sole author and owner of (and, to the extent any such Work Products may ever be determined not to be such a "work made for hire", Employee hereby grants to Producer sole ownership of) such Work Products and all rights therein in any and all media (whether now or hereafter known or created) in perpetuity and for all purposes throughout the universe, including without limitation the right to make any changes. Employee hereby acknowledges that none of the Work Products constitutes works of fine art, and hereby waives any and all so called "moral rights", including any prohibitions of intentional defacement, mutilation, alteration or destruction under state or federal law. Employee further agrees to notify Producer in a timely manner of any new, novel and non-obvious solutions to problems that occur from the results and product of Employee's services and to assign or assign in the future all patent rights and any other rights not included by the grant in this paragraph, if any, in said Work Products to Producer for no additional cost or expense.
21. Before engaging in outside employment/services (including without limitation, rendering services on another production for another studio) while employed by Producer, Employee must disclose the outside employment/services and obtain express prior written approval from the Production Executive or the Head of Production for Producer. Outside employment/services that would or do conflict with Employee's work assignments, interfere with Employee's work performance or otherwise create a conflict of interest with Employee's duties and responsibilities for Producer are prohibited.
22. Employee agrees to execute and/or deliver such further instruments as may be reasonably required to carry out or effectuate the purposes and intent of this Deal Memo.
23. In the event of any claim by Employee against Producer, and to the extent permitted by law, Employee shall be limited to Employee's remedy at law for damages, if any, and Employee shall not be entitled to enjoin, restrain or interfere with the filming, broadcast, exhibition, distribution or other exploitation of any of Producer's audio-visual works (including but not limited to the Program) or other creative works, or with any of Producer's rights hereunder.

Employee acknowledges by signing below the receipt of the *Production (Greenbar) Policies* and agrees to read them and to be bound by the standards set forth therein for the term of Employee's employment with Producer.

THIS DEAL MEMO IS EFFECTIVE ONLY UPON SIGNATURE OF THE APPLICABLE 20th TELEVISION REPRESENTATIVE.

ACKNOWLEDGED BY:

David Woolner  
C3JBSTWRKWF7HZB5WF6XFRD5K67PAQOM

EMPLOYEE

APPROVED BY:

Dana Zolli / ZOA5ETGTGXJUB5FFXVNRWRBPE27MXNZAO

UNIT PRODUCTION MANAGER

Lauren Brenner / TNGTCHNBNF7WUEJW67NEXUNBURSWUD5H

20th TELEVISION