

ACTOR DEAL MEMO

This Deal Memo ("Memo") serves as a summary of the key terms of the Actors Bill of Rights Agreement between the parties below. This Memo is legally binding and subject to the full terms outlined in the Agreement.

Project Title: [Project Name]

Project Type: ☐ Feature Film ☐ Short Film ☐ Series ☐ Documentary ☐ Other: ____

Union Status: ☐ SAG-AFTRA ☐ Non-Union

Production Company/Producer: [Production Company Name]

Producer's Name: [Producer Name]

Production Location(s): [List Locations]

Shooting Dates: [Start Date] - [End Date]

Actor's Name: [Actor's Name]

Email:

Phone:

IMDb URL:

Role: [Role/Character Name]

Type: ☐ Lead ☐ Supporting ☐ Background ☐ under-five

Day Rate: SAG-AFTRA Current Minimum Day Rate

Compensation Offered:

☐ Ownership Equity ☐ Credit ☐ Deferred Compensation ☐ Profit Participation

☐ Work Exchange ☐ Investment Option

Work Copy Delivery Date: [Agreed Date]

Notification Requirement for Delays: At least 7 days before the agreed delivery date

Use of Actor's Image: Revoked if work copy is not delivered on time

Additional Promotional Media: May be provided at the Producer's discretion

Confidentiality Clause: Actor agrees not to disclose project materials before official release

Legal Jurisdiction: State of [State], County of [County]

WORK-FOR-HIRE AGREEMENT

All work performed under this Agreement shall be deemed work-for-hire, and all intellectual property created shall be owned by [Company/Production Name].

SIGNATURES

By signing below, the parties acknowledge and agree to the terms outlined in this Deal Memo and the full Sweat Equity Agreement.

Producer/Owner

By: _____

Name: _____

Title: _____

Date: _____

Actor

By: _____

Name: _____

Date: _____

Parent/Guardian Name/Signature (if actor is minor) _____ **Date** _____

Indie Film Collective

ACTOR'S BILL OF RIGHTS AGREEMENT

This agreement ("Agreement") is made and entered into as of the date of signing ("Effective Date") by and between:

- **Producer:** [Producer's Name] ("Producer")
 - **Actor:** [Actor's Name] ("Actor")
 - **Production Title:** [Film/Project Title]
 - **Production Company:** [Production Company Name]
 - **Production Location(s):** [List Locations]
 - **Shooting Dates:** [Start Date] - [End Date]
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The Actor and Producer agree to the following terms to ensure fairness, transparency, and protection of both parties' rights:

1. Work Copy Guarantee (Actor's Right to Performance Copy)

1.1 The Producer agrees to provide the Actor with a **digital copy** of their **final edited performance** within **[agreed timeframe]** (e.g., 30-60 days after the project's official release date).

1.2 If the Producer **fails** to provide the Actor's work copy by the agreed deadline **without an extension request (see 1.3)**, the **Actor's image, likeness, and performance rights for this production are revoked**.

1.3 The Producer may request **one extension** of up to **[additional time frame]** (e.g., 30 days) if unforeseen circumstances delay the project. The Producer must provide written notice **at least 7 days before the deadline**.

1.4 If the project/film/video **never releases**, the Actor retains the right to request an unfinished version of their performance (e.g., raw footage or work-in-progress edit).

2. Use of Actor's Image, Likeness, and Performance

2.1 The Actor grants the Producer the right to use their **image, likeness, voice, and performance** for **this production and its associated promotional materials, trailers, and marketing**.

2.2 If the Actor **does not receive their work copy** by the agreed deadline and no extension was granted, the Producer **loses the right** to use the Actor's performance for any distribution, marketing, or public release.

2.3 The Actor may **revoke** permission for the use of their performance **in the event of a breach of contract** that is not resolved within **30 days** of written notice.

3. Compensation & Equity Options

The Actor agrees to work under one or more of the following compensation models (**select applicable option(s)**):

- ☐ **SAG-AFTRA Minimum Day Rate:** If this is a union production, the day rate will meet or exceed **SAG-AFTRA's Current Minimum Day Rate**.
- ☐ **Deferred Compensation:** The Actor agrees to defer payment, with compensation to be paid upon the film's first **profitable earnings (as defined in a separate deferred payment agreement)**.
- ☐ **Profit Participation:** The Actor will receive **[percentage]%** of net profits from the film's distribution, payable **quarterly/semi-annually/annually**.
- ☐ **Ownership Equity:** The Actor will receive **[percentage]%** ownership in the project, entitling them to profits, royalties, and creative credits.
- ☐ **Work Exchange:** The Actor's performance is provided in exchange for **[list agreed services, such as headshots, acting reel, coaching, or future paid roles]**.
- ☐ **Investment Return:** The Actor's total deferred compensation is treated as an **investment**, with a **30% return upon first project earnings**.

4. Confidentiality & NDA

- 4.1 The Actor agrees **not to share behind-the-scenes footage, scripts, or production details** before the official release, unless granted permission by the Producer.
- 4.2 The Actor **may** share non-sensitive behind-the-scenes content after the film's release, provided it does not disclose **major spoilers or unfinished materials**.
- 4.3 If the film is entered into film festivals, the Actor must abide by any additional **confidentiality or festival exclusivity clauses**.

5. Credit & Publicity Rights

- 5.1 The Actor's name and role **must** be included in the film's credits as follows:
 - **On-Screen Credit:** "[Actor's Name] as [Character Name]"
 - **IMDb & Promotional Listings:** The Producer agrees to credit the Actor on IMDb and other official materials.
- 5.2 The Producer **may not remove the Actor's credit** unless the Actor voluntarily requests to be uncredited.
- 5.3 If the film undergoes significant recuts that **substantially reduce or remove the Actor's role**, the Producer must notify the Actor before release.

6. Legal & Dispute Resolution

6.1 This agreement is governed by the laws of **[State & County]**.

6.2 If a dispute arises, both parties agree to resolve it through **mediation or arbitration before taking legal action.**

6.3 If legal action is required, the losing party will be responsible for **reasonable attorney's fees and court costs.**

SIGNATURES

By signing below, both parties acknowledge that they have read, understood, and agreed to the terms of this agreement.

PRODUCER:

Signature: _____

Print Name: _____

Date: _____

ACTOR:

Signature: _____

Print Name: _____

Date: _____

Parent/Guardian Signature (if Actor is a Minor): _____

Name: _____

Date: _____