

# DEAL MEMO

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

## PROJECT DETAILS

- **Project Title:** [Project Name]
- **Production Company:** [Company/Production Name]
- **Producer/Owner:** [Producer's Name]
- **Filmmaker:** [Filmmaker's Name]
- **Project Type:** ☐ Feature Film ☐ Short Film ☐ Web Series ☐ Documentary ☐ Other: [Specify]
- **Start Date:** [Start Date]
- **Estimated Completion Date:** [End Date]

## FILMMAKER'S ROLE & SERVICES

**The Filmmaker agrees to contribute services in the following capacity:**

- ☐ Writer ☐ Director ☐ Producer ☐ Cinematographer ☐ Editor/Colorist ☐ Sound Designer
- ☐ Actor ☐ Production Assistant ☐ 1st AD ☐ Grip/Electric ☐ Sound Mixer ☐ Boom Operator
- ☐ HMU ☐ 1st AC ☐ HMU ☐ Craft Services ☐ Script Supervisor ☐ Other: \_\_\_\_\_

Scope of Work: **[Brief description of Filmmaker's responsibilities]**

## COMPENSATION & SWEAT EQUITY

The Filmmaker will contribute \$**[Total Sweat Equity Value]** in services, including:

- Labor Contribution Value: \$**[Amount]**
- Filmmaker's Kit Contribution Value: \$**[Amount]**
- Total Contribution: \$**[Total]**
- **In return, the Filmmaker shall receive:**
  - ☐ **Ownership Equity** ([Percentage]%)
  - ☐ **Credit as** [Role]
  - ☐ **Deferred Compensation** (\$[Amount])
  - ☐ **Investment Option with 30% ROI** (\$[Amount])
  - ☐ **Profit Participation** ([Percentage]%)
  - ☐ **Work Exchange Agreement**  
(Producer/Owner to contribute equal value to Filmmaker's future project)

## 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].

## TERMINATION & DISPUTES

- **Termination Clause:** Either party may terminate with **[Number]** days' written notice under conditions outlined in the full Agreement.
- **Dispute Resolution:** Mediation first, then binding arbitration in **[Jurisdiction]** if necessary.

## 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: \_\_\_\_\_

### Filmmaker

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Indie Film Collective**  
**SWEAT EQUITY AGREEMENT**

This **Sweat Equity Agreement** ("Agreement") is made and entered into as of **[Date]**, by and between:

1. **[Company/Production Name]**, a **[LLC/Corporation/Sole Proprietorship]** registered in **[State]**, with a principal place of business at **[Address]** ("Company" or "Production Team"), and
2. **[Filmmaker's Name]**, residing at **[Address]**, ("Contributor" or "Filmmaker").

## **1. PURPOSE**

The purpose of this Agreement is to establish the terms under which the Filmmaker will contribute their time, skills, and effort ("Sweat Equity") in exchange for an ownership stake, credit, revenue participation, or other agreed-upon benefits in the **[Film/Series/Project Name]** (the "Project").

## **2. CONTRIBUTIONS OF FILMMAKER**

The Filmmaker agrees to provide the following services as part of their Sweat Equity:

- ☐ Writer ☐ Director ☐ Producer ☐ Cinematographer ☐ Editor/Colorist ☐ Sound Designer  
☐ Actor ☐ Production Assistant ☐ 1st AD ☐ Grip/Electric ☐ Sound Mixer ☐ Boom Operator  
☐ HMU ☐ 1st AC ☐ HMU ☐ Craft Services ☐ Script Supervisor ☐ Other: \_\_\_\_\_

The estimated value of the Filmmaker's contribution is **[\$[Monetary Equivalent]]**, calculated based on standard industry rates for comparable services.

## **3. COMPENSATION & EQUITY STRUCTURE**

In consideration for the Filmmaker's contributions, they shall receive one or more of the following:

- ☐ **Ownership Equity:** The Filmmaker shall receive **[Percentage]%** ownership of the Project's net profits, licensing revenue, and distribution proceeds.
- ☐ **Credit:** The Filmmaker shall receive an official credit as **[Role]** on all marketing materials, promotional content, and distribution listings.
- ☐ **Deferred Compensation:** If the Project secures funding or generates revenue, the Filmmaker shall receive a deferred payment of **[\$[Amount]]**, payable upon recoupment of production costs.
- ☐ **Profit Participation:** The Filmmaker shall receive **[Percentage]%** of net profits after production costs, marketing, and distribution expenses are deducted.
- ☐ **Work Exchange Agreement:** The Producer/Owner of the Project agrees to provide an equivalent value of services on the Filmmaker's future project(s), working off the compensation amount owed. The scope, timeline, and nature of these services shall be mutually agreed upon in writing before execution.
- ☐ **Filmmaker's Kit Contribution:** The Filmmaker agrees to contribute their personal equipment (the "Filmmaker's Kit"), which includes but is not limited to cameras, lenses, lighting, sound gear, or other filmmaking tools, for use on the Project. The estimated fair market rental value of the Filmmaker's Kit is **[\$[Amount]]**, which shall be included in the total Sweat Equity valuation.
- ☐ **Investment Option with 30% ROI:** The Filmmaker's total Sweat Equity contribution, valued at **[\$[Total Sweat Equity Value]]**, may be treated as an investment in the Project. In this case, upon

the successful exploitation and monetization of the Project, the Filmmaker shall receive a **30% return on their Sweat Equity amount (\$[Sweat Equity Value + 30%])**. This payment shall be considered **first monies paid** after production costs have been recouped, before any profit distributions to other stakeholders.

☐ **Other:** [Specify any additional compensation, such as backend points, bonuses, or priority in future projects]

## 4. TERM & TERMINATION

**4.1 Term:** This Agreement shall commence on [Start Date] and remain in effect until completion of the Project, unless otherwise terminated as provided herein.

**4.2 Termination:** Either party may terminate this Agreement with [Number] days' written notice if:

- A material breach of contract occurs.
- The Project is canceled or abandoned.
- The Filmmaker fails to meet agreed-upon deadlines and responsibilities.

**4.3 Effect of Termination:** If terminated without cause, the Filmmaker shall retain any equity, credit, or compensation earned up to the termination date. If terminated due to breach or failure to deliver, equity and compensation may be revoked at the Company's discretion.

## 5. INTELLECTUAL PROPERTY

**5.1 Work-for-Hire Agreement:** The Filmmaker acknowledges that all work, materials, and contributions provided under this Agreement shall be considered "work-for-hire" as defined by the U.S. Copyright Act. As such, all rights, title, and interest in and to any intellectual property, including but not limited to scripts, footage, edits, music, and any derivative works created as part of the Project, shall be owned exclusively by the **[Company/Production Name]**.

**5.2 No Retained Rights:** The Filmmaker shall have no ownership, authorship, or intellectual property rights in the Project or any of its components, except as explicitly granted in writing by the Producer/Owner.

**5.3 Assignment of Rights:** To the extent that any contributions made by the Filmmaker are not deemed "work-for-hire," the Filmmaker hereby irrevocably assigns all rights, including copyrights, trademarks, and any other intellectual property interests, to the **[Company/Production Name]**.

**5.4 Use for Portfolio:** The Filmmaker may use their contributions for portfolio and promotional purposes with prior written approval from the Producer/Owner, provided such use does not interfere with the commercial exploitation of the Project.

**5.5 Moral Rights Waiver:** The Filmmaker waives any and all moral rights in connection with their work on the Project, including but not limited to the rights of attribution and integrity.

## 6. DISPUTE RESOLUTION

In the event of a dispute, the parties agree to first attempt mediation. If mediation fails, disputes shall be resolved by binding arbitration in [Jurisdiction] in accordance with **[Arbitration Rules, e.g., AAA or independent mediator]**.

## 7. GENERAL PROVISIONS

**7.1 Independent Contractor Relationship:** The Filmmaker is an independent contractor and not an employee, partner, or agent of the Company.

**7.2 No Guarantee of Profit:** The Filmmaker acknowledges that profit and revenue are not guaranteed.

**7.3 Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions and agreements.

**7.4 Amendments:** Any modifications to this Agreement must be in writing and signed by both parties.

## 8. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above

### Company/Production Team

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Filmmaker

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_