

## **CREW DEAL MEMO**

PROJECT NAME: Miami

COMPANY NAME: Nimrod Film Production, LLC

START DATE: December 6, 2022

END DATE: December 11, 2022

POSITION: \_\_\_\_\_

RATES: At Will / Student Film

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

BOX AND EQUIPMENT IS SOLE RESPONSIBILITY OF CREW MEMBER. : NIMROD FILM PRODUCTION, LLC  
PRODUCTION COMPANY ASSUMES NO RESPONSIBILITY FOR SAME

1. SERVICES: Crew Member shall personally provide all services to Production Company as may be requested by Production Company in connection with the Picture, as well as all services which are consistent with the duties of first class individuals of Crew Member's position hereunder in the motion picture industry, as such term is commonly understood, during the pre-production, production, and wrap of the Picture (as applicable). At all times during the term of Crew Member's services hereunder, Crew Member will promptly and faithfully comply with all of Production Company's reasonable instructions, directions, requests, rules and regulations. Crew Member will perform Crew Member's services conscientiously and to the full limit of Crew Member's talents and capabilities when and wherever reasonably required or desired by Production Company and in accordance with Production Company's reasonable instructions and directions in all matters, including those involving artistic taste and judgment.
2. RATE: Engagement hereunder is at an "at will" nature and is subject to termination by Production Company without notice. Crew Member shall be paid pursuant to Production Company's payroll policies.- Production Company shall have the right to deduct and withhold from compensation payable to Crew Member hereunder the amounts required to be deducted and withheld under the provisions of any statute, regulation, ordinance, or order of court of competent jurisdiction

requiring the withholding or deducting of compensation. It is understood and agreed that for the purposes of this Agreement, a "workday" does not begin until Crew Member's call time for each day. Crew Member shall not be compensated for any travel time. Any hours/days worked beyond the Terms shall be subject to the prior approval of the Production Company.

3. TERM: Unless expressly provided elsewhere in this Agreement, Crew Member's engagement hereunder shall not be for a "run of show" or for any guaranteed period of engagement in regard to hours, days, or weeks. A workweek shall be defined as four (4) days or five (5) days of seven (7) days.
4. EXCLUSIVITY: Crew Member's services shall be rendered to Production Company on an exclusive basis while Crew Member is engaged by Production Company pursuant to this Agreement.
5. PURCHASES/RENTALS/EXPENSES: Purchases, rentals and expenses shall not be reimbursed without the prior written approval of the Line Producer and/or UPM of the Picture. Cellular phone usage will not be reimbursed without prior written approval by the Line Producer and/or UPM of the Picture; no rental or access charges will be paid.
6. AUTO: Automobiles and equipment owned or rented by Crew Member which utilized in connection with Crew Member's services hereunder must be insured by Crew Member. Production Company assumes no-responsibilities for loss or damage. There shall be no reimbursement in connection with the use of personal vehicles without prior written approval from Production Company. Drivers of production vehicles must take reasonable care of the vehicle for which they are responsible and may be asked to sign a waiver of Production Company's responsibility for any damages incurred through negligence of driver. Use of production vehicles for non-production related purposes is strictly prohibited. If a production vehicle is damaged in-connection with non-production related purposes, Crew Member will be solely responsible for any such damages, including the payment of any insurance deductible costs in connection therewith. Crew Member is not to drive to a distant location without prior written approval from Production Company, in which case proof of insurance

with copy of valid driver's license must be on file in the production office for the Picture. Any unauthorized travel to distant locations is at Crew Member sole risk and liability. All traffic and/or parking tickets incurred during Crew Member's use of a vehicle shall be the sole responsibility of the Crew Member. Production Company shall be permitted to deduct the cost of any unpaid traffic and/or parking tickets from Crew Member's wages herein.

7. HOTEL/APARTMENT INCIDENTALS: In the event Crew Member is housed in a hotel and/or apartment by Production Company in connection with Crew Member's services herein, Production Company shall only be responsible for the room and taxes in connection therewith. Crew Member shall be solely responsible for all hotel and/or apartment incidentals.
8. GUESTS TO THE SET/PHOTO/PUBLICITY: Crew Member shall not be permitted to bring any guest(s) to the set without the prior written approval of the Line Producer and/or UPM of the Picture. No personal photography is permitted on or around the set.
9. DRUGS/ALCOHOL: The consumption of alcoholic beverages by Crew Member during working hours, and the use of non-prescribed controlled substances prohibited and cause for immediate dismissal.
10. RECOVERABLE ITEMS: Crew Member shall be responsible for returning in a timely manner to Production Company on or before completion of the Picture, all materials, equipment, and other items owned or rented by, or otherwise in the possession of Production Company, its agents, assigns or licensees or purchased with Production Company's funds ("Recoverables"). Crew Member acknowledges and agrees that work originating or created in-connection with the production of the Picture, including, without limitation, correspondence and documents, shall be the exclusive property of Production Company and any disclosure or use thereof by Crew Member shall be deemed a material breach hereof. Recoverables shall include, without limitation, props, wardrobe, equipment, tools, materials, supplies and film stock.

11. NAME/VOICE/ LIKENESS/BIO: Crew Member irrevocably grants Production Company and its successors, assigns and licensees the right to use Crew Member's name, voice, likeness and biography in connection with the exploitation and promotion of the Picture in any manner and any medium whatsoever (including, but not limited to, "behind-the-scenes" or "making of" films), in perpetuity and throughout the universe, without further compensation.
12. PRODUCT PLACEMENT: Product tie-ins or product placement are not to be made without prior written permission from Production Company.
13. OWNERSHIP: All of the results and proceeds of Crew Member's services are being specially ordered by Production Company for use as part of a motion picture or audio-visual work and are a "work-made-for-hire" for Production Company and Production Company is the sole author and owner of all rights therein and for all purposes throughout the universe, in perpetuity, including the right to make any changes. To the extent that Production Company is not deemed the sole author and owner of all such results and product, Crew Member hereby irrevocably assigns, in perpetuity and throughout the universe all such results and proceeds to Production Company. Crew Member hereby waives all moral rights. Notwithstanding anything to the contrary contained in this Agreement, Crew Member agrees that Production Company shall have the unlimited right to vary, change, alter, modify, add to and delete from the results and proceeds of Crew Member's services hereunder. Crew Member hereby waives the benefits of any provision of law known as "droit moral" and/or "moral rights" or any similar law in any jurisdiction of the universe and hereby agrees not to institute or support, maintain, or permit any action or lawsuit on the grounds that the Picture or any other film and/or soundtrack and/or any other ancillary, subsidiary, related or other product produced or exploited by Production Company violates any of Crew Member's rights or is in any way a defamation or mutilation of the product of Crew Member's services.
14. DAMAGES; EXCLUSIVE REMEDY: In the event of a breach of this Agreement, Crew Member's sole remedy shall be an action at law for monetary damages actually suffered by Crew Member (if

any). In no event shall Crew Member be entitled to equitable or injunctive relief, and in no event shall Crew Member be entitled to rescind this Agreement or enjoin or restrain the development, production, distribution, advertising, promotion, exhibition, exploitation or marketing of the Picture.

15. CREDIT: Provided Crew Member is not in default hereunder and subject to Crew Member's full performance of all services and obligations hereunder, Crew Member may receive credit for the position described above on screen, in a manner, position, placement and size of type to be determined at the sole discretion of the Production Company. No casual or inadvertent failure of Production Company, or failure of any person, firm, or corporation, to comply with the credit provisions of this paragraph shall constitute a breach of this Agreement by Production Company.
16. SUSPENSION OF TERM/FORCE MAJEURE: The term shall be suspended during any period(s) during which the production of the Picture is prevented or impaired due to: (i) destruction or damage to locations or the existence of an unsuitable condition which materially interferes with or prevents production of the Picture; or (ii) the occurrence of an event beyond the reasonable control of Production Company (i.e., an event of force majeure, including but not limited to strikes, labor disputes, adverse weather conditions or illness or incapacity of any principal cast member or the director of the Picture).
17. CONFIDENTIALITY: Crew Member agrees not to disclose any creative and/or material information whatsoever about this Agreement or the Picture (including, but not limited to, details of conversations or events that transpired during Crew Member's engagement in connection with the Picture) without Production Company's prior written approval in each instance. Crew Member shall not issue, nor permit, others to issue information or statements (written or otherwise) concerning the Picture or any person or entity connected therewith. Crew Member shall not post to the Internet (including, without limitation, on Facebook, Twitter, YouTube, Pinterest, IMDB or IMDBPro or any other similar website or service) any audio, audiovisual or photography in connection with the Picture without prior written approval of Production Company in each instance (which approval

may be withheld at Production Company's sole discretion).

18. GUILDS AND UNION: Crew Member hereby acknowledges that Production Company is not a signatory to any guild and/or union agreement pertaining to Crew Member's engagement in connection with the Picture and that the Picture shall not be produced pursuant to any such agreement.
19. NO OBLIGATION: Nothing herein shall be deemed to obligate Production Company to use Crew Member's services, or the results and proceeds of such services, in the Picture, or to produce, release or distribute the Picture or to continue the release and distribution of the Picture or to otherwise exploit any rights granted to Production Company hereunder. Production Company shall have fully discharged Production Company's obligations hereunder by payment of the minimum compensation required hereunder.
20. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and all prior agreements between the parties have been, by this reference, merged herein. No representations or warranties have been made other than those expressly provided for herein. This Agreement may not be altered, modified, changed, rescinded or terminated in any way except by an instrument in writing signed by the parties hereto. This Agreement may be executed in counterparts by facsimile, scan (i.e., pdf), digital signatures, or email signatures, each part of which when executed shall be deemed an original for all purposes, and all of which when taken together shall constitute one and the same document, fully binding and with full legal force and effect. This Agreement shall be governed by and construed in accordance with **Project State FLORIDA** law as if this Agreement were executed and performed fully in **Project State FLORIDA** regardless of where execution and performance hereunder may occur, and the courts located in **Project State FLORIDA** shall have exclusive jurisdiction of all cases and controversies.

21. ASSIGNMENT: Production Company may assign, transfer, license, delegate and/or grant all or any part of its rights, privileges and property hereunder to any person or entity. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Crew Member may not assign this Agreement or any of Crew Member's rights or obligations.
22. HIATUS: Production Company may determine, in its sole discretion, to have a hiatus during a holiday period. Any such hiatus period shall be unpaid.

It is specifically agreed that this is not a "Pay or Play" deal or run of the show contract. Production Company reserves the right to terminate Crew Member at any time, with or without cause, subject only to the obligation to pay the balance of any compensation earned by Crew Member but unpaid by Production Company as of the date of termination.

**Confirmed and agreed to by:**

CREW MEMBER

PRODUCTION COMPANY

**NIMROD FILM PRODUCTION, LLC**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

*Jean Eddy S.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature