## ACTOR EMPLOYMENT AGREEMENT

(Note: In this agreement, the term “Producer” could refer to a studio, production company or other financing entity that is engaging the actor’s services.)

DATE: \_\_\_\_\_\_\_\_\_\_

ACTOR: \_\_\_\_\_\_\_\_\_\_

PICTURE: A feature-length theatrical motion picture tentatively entitled "\_\_\_\_\_\_\_\_\_\_".

ROLE: \_\_\_\_\_\_\_\_\_\_

1. Start Date: \_\_\_\_\_\_\_\_\_\_. The Start Date shall be subject to postponement for events of force majeure or other exigencies of production.
2. Services: Producer hereby employs Actor to render acting and related services in connection with the Picture upon the terms and conditions herein set forth. Actor shall render such services whenever and wherever Producer may require, in a competent, conscientious and pro­fessional manner, having due regard for the production of the Picture within the budget and as instructed by Producer in all matters, in­cluding those involving artistic taste and judgment. With respect to the services hereunder:
   1. Exclusive Period: Actor shall render acting and related services in connection with the Picture on an exclusive basis continuing from and after the Start Date for the period necessary to complete all services required by Producer of Actor in connection with principal photography of the Picture ("Exclusive Period"). During the Exclusive Period, Actor shall not render any services for Actor's own account or for others without the written consent of Producer.
   2. Pre-Production Services: Prior to the Start Date, Actor shall render services in connection with wardrobe preparation and fittings, tests, auditions, rehearsals, pre-recordings, pre-shoots, consultations and similar pre-production matters. The fixed compensation shall be full consideration therefor.
   3. Post-Production Services: If, after the Exclusive Period, Producer requires further services of Actor for retakes, added scenes, looping, post-synching and other post-production services following completion of principal photography (collectively, "post-production services"), publicity interviews, press junkets, premieres, personal appearances, still photography and similar matters (collectively, “promotional activities”), Actor shall render such services on a daily basis, subject to Actor's next professional availability, with compensation at the daily rate, except that the fixed compensation provided for hereunder shall be deemed to be full consideration for all promotional activities and for the first 8 days of post-production services (which need not be consecutive), services rendered for 4 hours or less being credited as one-half day.
   4. Promotional Films and Trailers: Actor shall render services in connection with promotional films, trailers and electronic press kits produced in connection with the advertising and exploitation of the Picture. Such services shall be rendered either during or after the Exclusive Period, but if after the Exclusive Period, subject to Actor's next profes­sional availability. Producer may utilize in connection with such promotional films and trailers, behind-the-scenes footage and clips from the Picture and clips from other motion pictures in which Actor has appeared. The fixed compensation shall be full consideration for the foregoing services or for the use of such footage or clips.
3. Compensation: Subject to Paragraphs 7 and 11 hereof, and provided Producer elects to produce the Picture and Actor is not in material default hereunder, Producer shall pay Actor, in full consideration of Actor's services rendered, rights granted and representations, warranties and agreements made hereunder, the following compensation:
   1. Fixed Compensation: The sum of one-hundred thousand dollars ($100,000.00). Should the Exclusive Period as described in Paragraph 2(a) above extend beyond 10 weeks plus two free weeks, overages will be calculated on the basis of $8,333.33 per week based on a five-day week. This fixed compensation will be applicable against the contingent compensation set forth in subparagraph 3(b) below.
   2. Contingent Compensation: 5% of 100% the Pictures Net Proceeds as Net Proceeds are defined in Appendix A.
   3. Pay or Play: Subject to the provisions of Paragraphs 7 and 11 below, Actor will become “pay or play” for the fixed compensation described in subparagraph 3(a) above upon commencement of principal photography.
4. Transportation and Expenses/Additional Benefits:
   1. General: If Actor's principal residence is more than 50 miles from where Producer requires development or pro­duction services at an overnight location ("overnight location"), Producer shall furnish and pay for, or reimburse Actor for the cost of: (a) round-trip transportation, first class if available, by air if appropriate, between such residence (or from wherever Actor then may be, if closer) and where such services are required; and (b) all reasonable first-class living expenses Actor incurs, not exceeding $\_\_\_\_\_\_\_\_\_\_ per week or $\_\_\_\_\_\_\_\_\_\_ per week in major cities such as New York, London or Paris. Producer's obligation to reimburse Actor for transportation and living expenses shall be subject to Producer's usual expense accounting pro­cedures. Partial weeks shall be prorated on the basis of a 7-day week.
5. Credit: Subject to any applicable guild or union requirements and to Paragraph 5(c) below, Producer shall accord Actor the following credit in connection with the Picture:
   1. Screen: On the screen in all positive prints of the Picture in a size of type not less than that used to display the name of any other cast member, and in third position of all cast members.
   2. Paid Ads: In paid advertisements in a size of type which is not less than 35% of the average size of type used to display the "Title".
   3. General: References to the "Title" are to the regular as opposed to the artwork title of the Picture, unless otherwise specified. Any references to the "main titles" are to the credits, whether before or after the body of the Picture, where the "directed by" credit appears. Credit will be given only if Actor appears recognizably in the Picture as released and in the Role as originally contemplated by Producer at the time of casting, and only if this Agreement has not been terminated for Actor's breach. No casual or inadvertent failure to comply with billing requirements, nor the failure of any third party so to comply, shall constitute a breach of this Agreement. The sole remedy for a breach of any of the billing provisions of this Agreement shall be the recovery of damages in accordance with the dispute resolution provisions set forth below, it being agreed that in no event shall Actor seek or be entitled to injunctive or other equitable relief for breach of any of the billing requirements hereof.
6. Rights:
   1. Ownership: All results and proceeds of every kind of the services heretofore and hereafter to be rendered by Actor in connection with the Picture, including without limitation Actor's performance and all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and other material, whether in writing or not in writing, at any time heretofore or hereafter created or contributed by Actor which in any way relate to the Picture or to the material on which the Picture will be based (collectively, "Material"), are and shall be deemed to be works made for hire for Producer. Accordingly, Producer is and shall be considered the author and, at all stages of completion, the sole and exclusive owner of the Material and all right, title and interest therein (the "Rights"). The Rights shall include without limitation all copyrights, neighboring rights, trademarks and any and all other ownership and exploitation rights in the Material now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Material throughout the universe in perpetuity in all media, markets and languages and in any manner now known or hereafter devised. If under any applicable law the fact that the Material is a work made for hire is not effective to place authorship and ownership of the Material and the Picture and all rights therein in Producer, then to the fullest extent allowable and for the full term of protection otherwise accorded to Actor under such applicable law, Actor hereby assigns and transfers to Producer the Rights and, in connection therewith, any and all right, title and interest of Actor in the Picture and any other works now or hereafter created containing the Material.
   2. Alteration Rights: Actor hereby grants Producer the right to change, add to, take from, translate, reformat or reprocess the Material in any manner Producer may in its sole discretion determine. To the fullest extent allowable under any applicable law, Actor hereby irrevocably waives or assigns to Producer Actor's so-called "moral rights" or "droit moral". Actor expressly acknowledges that many parties will contribute to the Picture and other works that will embody all or part of the Material. Accordingly, if under any applicable law the above waiver or assignment by Actor of "moral rights" or "droit moral" is not effective, then Actor agrees to exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.
   3. Rental Right: Producer and Actor acknowledge and agree that the following sums are in consideration of, and constitute equitable remuneration for, the rental right included in the Rights: (i) an agreed allocation to the rental right of 3.8% of the fixed compensation and, if applicable, 3.8% of the contingent compensation provided for in this Agreement; (ii) any sums payable to Actor with respect to the rental right under any applicable collective bargaining or other industry-wide agreement; and (iii) the residuals payable to Actor under any such collective bargaining or other industry-wide agreement with respect to home video exploitation which are reasonably attributable to the sale of home video devices for rental purposes in the territories or jurisdictions where the rental right is recognized. If under the applicable law of any territory or jurisdiction, any additional or different form of compensation is required to satisfy the requirement of equitable remuneration, then it is agreed that the grant to Producer of the rental right shall nevertheless be fully effective and Producer shall pay Actor such compensation or, if necessary, the parties shall in good faith negotiate the amount and nature thereof in accordance with applicable law.
   4. Additional Documents: Actor will upon request execute, acknowledge and deliver to Producer any and all documents Producer may deem necessary to evidence and effectuate all or any of Producer's rights under this Agreement. Actor hereby irrevocably appoints Producer as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents Actor fails to execute, acknowledge and deliver. The appointment shall be a power coupled with an interest.
   5. Name and Likeness: Actor grants to Producer the right to issue and authorize publicity concerning Actor, and to use Actor's name, voice, likeness and biographical data in connection with the distribution, exhibition, advertising and other exploitation of the Picture, including without limitation, in connection with publications, merchandise, commercial tie-ins, and goods and services of every kind if reference is made to the Picture or the literary property or screenplay upon which the Picture is based, or any part thereof, or to Actor's engagement hereunder, and if Actor is not represented as using or endorsing any such item. Actor will not at any time issue or authorize publicity or disclose any confidential information relating to this engagement or the Picture or Producer (as distinguished from personal publicity relating solely to Actor) to the press or media without Producer's written consent in each case.
   6. Merchandising: With respect to any merchandising item using Actor's name or likeness (other than use of Actor's name as part of the so‑called billing block and/or credit list for the Picture and other than using Actor's name or likeness on soundtrack covers (including the front and back covers and liner notes), covers of novelizations, tie‑in editions of underlying literary properties (in print and/or audio cassette form), printed programs and booklets), Producer shall pay Actor a pro-rata share (payable among all members of the cast of the Picture whose names or likenesses are used in the particular merchandising item involved) of [ ] of [ ] of the gross receipts, if any, actually received by Producer or Producer's licensing agent from the licensing of such merchandising rights.

* 1. Soundtrack Records: Without limiting the foregoing, Producer and its successors, assigns and licensees shall have the right to use the name, voice and likeness of Actor in connection with phonograph records, tapes and other audio devices now known or hereafter devised (herein "soundtrack records") produced, reproduced or containing material from the soundtrack of the Picture or any part thereof. No additional payments shall be required for such uses, but if Actor's voice is so used for more than an aggregate of 15 seconds on any soundtrack record, Producer will cause the manufacturers or distributors of such soundtrack record to pay Actor a pro-rata share of a basic royalty of [ ] of retail price, which shall be reduced and computed in the same manner that such manu­facturer or dis­tributor customarily calculates such royalties. Such share shall be prorated based on the number of masters or selections on which Actor's voice appears divided by the total number on the soundtrack record, and further divided by the number of persons who appear or perform on such masters or selections with Actor and who are entitled to a royalty therefor. No royalties will be payable to Actor under this Agreement unless and until Producer has recouped the conversion costs (e.g. record mix costs, mastering costs and film-to-record union payments) with regard to the inclusion of the masters on which Actor's voice is so used for more than an aggregate of 15 seconds from the royalties due to Actor hereunder in respect to such masters. Following such recoupment, Actor's royalties will be paid on a prospective basis (i.e. on all units sold thereafter).

1. No Obligation to Proceed: Notwithstanding any other provision of this Agreement, Producer shall have no obligation to utilize Actor's services, or to include the Material in the Picture, or to produce, release, distribute or otherwise exploit the Picture, or to exercise any or all of Producer's rights under this Agreement, or to continue any of the foregoing if commenced. If at any time Producer elects not to require Actor's further services hereunder, Producer shall have no further obligations to Actor in connection with the Picture, except if Actor has been made “pay-or-play” and thereafter Producer elects not to require Actor’s further services, Producer shall pay Actor the fixed compensation in accordance with the payment schedule set forth herein. Any foregoing payments are subject to Producer's rights hereunder, at law and in equity, and shall be reduced by any amounts Actor earned or could have earned for Actor's services when Actor's services would have been required here­under.
2. Services Unique: Actor's services and the rights granted Producer under this Agreement are of a special, unique, unusual, extraordinary and intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law. A breach hereof by Actor shall cause Producer irreparable injury and Producer shall be entitled to injunctive and other equitable relief to secure enforcement of this Agreement, but resort to such relief shall not waive Producer's other rights.
3. Representations and Warranties: Actor represents, warrants and agrees that: Actor is free to enter into this Agreement; Actor is not subject to any conflicting obligation or disability which will or might prevent or interfere with the execution and performance of this Agreement by Actor; the Material is or will be original with Actor, has not been and will not be exploited in any manner and/or medium, or (provided Actor notifies Producer thereof) is in the public domain throughout the world, does not and will not infringe upon the copyright or any other right of any person or entity, and is not and will not be based in whole or in part on the life of any real person except as approved in writing by Producer; and Actor is a member in good standing of such labor organization having jurisdiction here­under, to the extent required by law and applicable collective bargaining agreements.
4. Indemnification:
   1. General: Actor shall indemnify Producer against any and all liability, damages, costs and expenses, including reasonable attorneys' fees and costs, in connection with any third-party claim or action arising out of the breach of any of Actor's representations, warranties and agreements herein. Producer shall indemnify and defend Actor against any and all liability, damages, costs and expenses, including reasonable attorneys' fees and costs, in connection with any third-party claim or action (other than those arising out of a breach of Actor's representations, warranties or agreements hereunder or out of any criminal misconduct or malicious or tortious acts by Actor) respecting material supplied to Actor by Producer, or incorporated into the Picture by Actors or officers of Producer other than Actor, or in connection with Producer's development, production, distribution or exploitation of the Picture.
   2. Notice of Claim: Producer and Actor shall, upon presentation of any claim or institution of any action covered by the foregoing indemnity provision, promptly notify the other of the presentation of such claim or the institution of such action, giving full details thereof. The indemnified party shall cooperate (without being required to incur any costs or expenses) in the defense of any claim for which indemnification is provided hereunder.
5. Contingencies:
   1. Suspension: Notwithstanding any other provision of this Agreement, Actor’s services, the accrual of Actor’s compensation and the running of any periods provided for herein shall be suspended without notice during the periods specified below.
      1. All periods that Actor does not or cannot adequately render services hereunder because of illness, incapacity or default.
      2. All periods that development or production of the Picture is prevented, hampered or interrupted because of force majeure events (e.g. any labor dispute, fire, theft, act of God, war, governmental action, injunction or other material interference with Producer's development, production or distribution of the Picture or of other motion pictures produced or distributed by Producer, third party breach of contract, death, illness or incapacity of the individual producer, director, director of photography or a principal member of the cast or any other event beyond Producer's control).

All dates set forth or provided for herein shall be postponed for a period equivalent to the period of such event and for such additional time as is reasonably necessary for Producer to recommence its usual business operations. Producer may lift any suspension and reimpose it for the same force majeure event.

* 1. Producer's Right of Termination: Producer may terminate Actor's employment hereunder upon the occurrence of any of the following:
     1. If Actor does not render services hereunder because of illness or incapacity for 5 consecutive days or 10 days or more in the aggregate.
     2. If a force majeure event continues for 8 weeks or more, or in the event Producer shall have lifted any force majeure suspension and reimposed it for the same event, then if such suspensions continue for 8 weeks or more in the aggregate.
     3. Any refusal to perform or supply Actor's services.
     4. Any other material default by Actor which remains uncured for 24 hours after Producer’s notice thereof; provided, however, that for repeated defaults of the same nature Actor shall have no opportunity to cure.

Upon any such termination, the payment of the fixed compensation which has accrued under Paragraph 3(a) as of the date of termination shall constitute full payment by Producer for all services rendered and rights granted to Producer hereunder, subject to Producer's rights hereunder, at law and in equity. Producer shall pay Actor any outstanding balance then accrued and unpaid.

* 1. Actor's Services During Suspension and Right of Termination: If any force majeure suspension continues for 2 weeks or more, Actor may render services for Actor's own account or for others during the continuation of such suspension, subject to immediate recall on the termination of such suspension. If a force majeure suspension (other than as a result of a labor dispute called by the collective bargaining organization of which Actor is required to be a member pursuant to this Agreement) continues for 8 weeks or more, or in the event Producer shall have lifted any force majeure suspension and reimposed it for the same event, then if such suspensions continue for 8 weeks or more in the aggregate, Actor may terminate Actor's employment by written notice to Producer. Notwithstanding the foregoing, such notice and termination shall have no effect if within 5 business days after receipt thereof Producer gives Actor notice that such suspension is ended.
  2. Work Permit: Producer may terminate this Agreement without further obligation if any work permits or visas or proof of Actor's right to work required in connection with Actor’s services cannot be obtained in a timely fashion. Whether or not Producer in its discretion agrees to obtain such a work permit or visa for Actor, the responsibility therefor shall rest with Actor.
  3. Appearance: Unless otherwise specified herein, in the event that the facial or physical appearance or voice (collectively, "appearance") of Actor materially changes prior to or during the course of Actor's employment hereunder to the extent Actor is not suitable to perform the Role as originally contemplated by Producer at the time of casting of Actor in the Role, then Actor's services and the accrual of Actor's compensation hereunder, and the running of any periods herein provided for, shall be suspended upon notice to Actor during all periods that Actor does not or cannot adequately render services due to Actor's changed appearance. Producer may terminate Actor without further obligation if the changed appearance continues or cannot be remedied to Producer's reasonable satisfaction within 5 days of such notice to Actor.

1. Insurance:
   1. Cast Insurance: Producer may secure life, health, accident, cast or other insurance covering Actor, or Actor and others, and Actor shall have no right, title or interest in or to such insurance. Actor shall submit to usual and customary medical examinations for Producer's insurance purposes (including self-insurance) and will sign such applications or other documents reasonably required. Actor may have Actor's own physician present at any such examination at Actor's own expense. If any such examination establishes a substantial doubt as to Actor's physical ability to complete Actor's services hereunder, Producer may terminate this Agreement. If cast insurance covering Actor cannot be obtained for normal premiums, normal deductibles and without substantial exclusions, Producer may terminate this Agreement. From the date 2 weeks before the Start Date until completion of all services required of Actor hereunder, Actor will not ride in any aircraft other than as a passenger on a scheduled flight of a United States or major international air carrier maintaining regularly published schedules or engage in any extra-hazardous activity without Producer's written consent in each case. Actor hereby grants consent in accordance with Paragraph 23.D. of the SAG Agreement (as defined below) relating to travel on charter flights.
   2. General Liability/E&O Insurance: Actor shall be insured by the errors and omissions and general liability insurance policies for the Picture to the extent that Producer obtains and maintains such policies and shall be subject to the terms, conditions and restrictions of such policies and endorsements thereto.

1. Payments:
   1. General: All compensation payable hereunder on a weekly basis shall be payable not later than Thursday of each week for the period ending on the preceding Saturday. Payments for any period of less than a week shall be at a daily rate determined by prorating the weekly rate on the basis of the number of days in the normal workweek at the time and place involved, subject to applicable collective bargaining agreements. No additional payments shall be required for services rendered at night or on Sundays, Saturdays or holidays or for meal delays, hazardous work, violation of rest periods, or otherwise, or for exhibitions of the Picture on television or in supplemental markets, except to the minimum extent, if any, specifically required by applicable collective bargaining agreements. Any compensation payable hereunder exceeding the applicable minimum scale provided for in a collective bargaining agreement, to the full extent permitted or not prohibited by such agreement, shall be credited against supplemental payments arising out of exhibitions of the Picture on television or in supplemental markets, overtime, meal penalties, allowances for hazardous work, violation of rest periods, severance pay, vacation pay, sick leave and similar matters. All payments hereunder shall be made at Producer's office in (City) , (State) . All money payable hereunder shall be payable only if Actor has executed and delivered this Agreement and fully complied with all of Actor's obligations hereunder.
   2. Deductions: Actor authorizes Producer to deduct and withhold from Actor's compensation hereunder: (i) 1% of all compensation payable to Actor hereunder, which shall be remitted to the Motion Picture Relief Fund of America, Inc.; (ii) any telephone and restaurant charges and other fixed indebtedness of Actor to Producer; (iii) should Producer pay Actor in respect of any period of suspension under the provisions of Paragraph 11 hereof, Producer may deduct an equivalent amount from any compensation thereafter accruing; (iv) union dues and assessments to the extent permitted by law; and (v) all amounts which Producer is advised by counsel are required by law to be withheld.
2. Doubling/Dubbing: Producer shall have the right to double Actor's physical appearance and to dub or simulate Actor's voice and other sound effects, in whole or in part, in English and all other languages; provided, however, that Producer will not dub Actor's voice in the English language, except as follows: (a) when necessary to expeditiously meet the requirements of foreign exhibition; (b) when necessary to expeditiously meet censorship or broadcast requirements, both foreign and domestic; (c) when Actor shall fail or refuse to render the required services or when Actor is not readily available when and where Actor's services are required hereunder; or (d) when, in Producer's opinion, Actor's voice, accent or other performance hereunder, including singing and playing music, does not meet Producer's requirements in connection with the Role. In the event Actor actually provides such services, there shall be no additional compensation payable inasmuch as the compensation paid or payable to Employer pursuant to Paragraph 3 of the Agreement shall be deemed to include compensation for all such services.
3. Wardrobe: Producer shall provide all visible character and period wardrobe for the Role, and Actor shall provide such modern wardrobe for the Role as Actor may possess and all other wardrobe and clothing which is not visible on the screen. Any wardrobe which Actor is required to furnish hereunder shall be suitable, in Producer's opinion, for the Role. All wardrobe furnished or paid for by Producer shall be and remain its property and shall be returned promptly to Producer. If any wardrobe furnished by Actor is damaged without Actor's fault while being used in connection with Actor's services hereunder, Producer will reimburse Actor for the reasonable value thereof.
4. Assignment: Producer may assign this Agreement or loan or furnish Actor's services to any parent, subsidiary or affiliated corporation of Producer, or to any entity with or into which Producer merges or consolidates, or which succeeds to all or a substantial portion of Producer's assets, or to any entity which produces the Picture for release and distribution by Producer or which supplies financing or studio facilities for the Picture, or which has the right to distribute the Picture, or which may be or become the owner of the Picture or of the underlying literary property and screenplay. Producer may assign and/or license any of its rights to the Material and/or to use Actor's name, likeness and biographical data, and all representations and warranties hereunder, to any entity whatsoever, and this Agreement shall inure to the benefit of all such assignees and licensees. No such assignment or license shall relieve Producer of its obligations hereunder unless the assignee is a "major" producer or distributor of motion pictures and/or television network (as those terms are commonly understood in the motion picture and/or tele­vision industries at the time) or other financially responsible party, or if Actor approves of such assignment or license, and if such assignee or licensee assumes in writing Producer's obligations hereunder.
5. SAG Agreement: Except as expressly provided to the contrary herein, Producer shall be entitled to the maximum benefits and maximum rights permitted under the SAG Agree­ment. To the extent the SAG Agreement requires additional payments to Actor hereunder, such additional payments shall be paid at the minimum rate required. As used herein, the term "SAG Agreement" refers to the current Producer Screen Actors Guild Codified Basic Agreement applicable to Actor's services hereunder.
6. Miscellaneous:
   1. Entire Agreement/Severability/Remedies: Except for a Certificate of Employment if such a document was signed by Actor in connection with the Picture or as herein expressly provided, this Agreement cancels and supersedes all prior negotiations and undertakings relating to the Picture and contains all of the terms, covenants, conditions, representations and warranties, written or oral, of the parties hereto in the premises. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation or collective bargaining agreement, the latter shall prevail; provided, that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected. Nothing herein contained shall be construed so as to alter or affect the provisions of any other written agreement between the parties hereto or between Producer and Actor relating to the underlying material. Time is of the essence hereof. Notwithstanding any other provision of this Agreement, Actor's sole remedy for breach by Producer of any of the provisions of this Agreement shall be the recovery of damages in accordance with the dispute resolution provisions set forth below. In no event shall Actor seek or be entitled to rescission, injunctive or other equitable relief, and the termination of this engagement or this Agree­ment, for any reason, shall not affect Producer's rights in the Material.
   2. Notices: All written notices which either party hereto is required or may desire to give to the other shall be given by delivering or mailing the same to the other at the address shown on the face hereof, or at such other address as may be designated in writing by any such party in a notice to the other given as aforesaid. Notices to Producer shall be addressed to the specific attention of [ ]. Notices shall be sufficiently given when hand-delivered or when the same shall be deposited so addressed, postage prepaid, in the United States mail and/or when the same shall have been transmitted by facsimile or similar means and the date of said delivery or transmission, or 3 days after the date of said mailing, shall be deemed to be the date of the giving of such notice.
   3. Governing Law/Dispute Resolution: This Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed therein. Any and all controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate (“Dispute”), except as otherwise set forth below, shall be resolved according to the following procedures which shall constitute the sole dispute resolution mechanism hereunder. In the event that the parties are unable to resolve any Dispute informally, then such Dispute shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under $250,000) or the JAMS Comprehensive (for claims over $250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor (“JAMS”) in effect at the time the request for arbitration is made (the “Arbitration Rules”). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages.

The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within 30 days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County. The party seeking enforcement of any arbitration award shall be entitled to an award of all costs, fees and expenses, including attorneys’ fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered.

Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of this Agreement) in the state and federal courts of Los Angeles County. Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a California court (state or federal) of competent jurisdiction in Los Angeles County. Any process in such proceeding may be served upon Actor by, among other methods, delivering it or mailing it, by registered or certified mail, directed to such address Actor designated in this Agreement. Any such delivery or mail service shall have the same effect as personal service within the State of California.

* 1. Relationship of The Parties: This Agreement is not a partnership between or joint venture by the parties hereto and neither party is the agent of the other. This Agreement is not for the benefit of any third party, whether or not referred to herein. Captions and organization are for convenience only and shall not be used to construe meaning. A waiver of any breach shall not waive a prior or subsequent breach. All remedies shall be cumulative and pursuit of any one shall not waive any other. This Agreement may be signed in counterpart, each of which shall be deemed an original, but all of which together shall constitute the Agreement.

The parties hereto have executed and delivered this Agreement as of the date first above written.

PRODUCER

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

Its:

ACTOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_