

FILM 499 Senior Project  
School of Film & Photography  
Montana State University-Bozeman

**DEAL MEMORANDUM (For crew)**

Crew member: \_\_\_\_\_

Job Title(s) or Description(s): \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Rate: \_\_\_\_\_ per  day  week  month  job

Emergency Contact: \_\_\_\_\_

Liability for loss, damage, fines: \_\_\_\_\_

This Memorandum Agreement dated as of \_\_\_\_\_ sets forth the terms under which the Crew Member ("Crew Member") agrees to provide services to \_\_\_\_\_ ("Producer," which shall include any representative involved in the production who is duly designated by Producer) in connection with the making of \_\_\_\_\_.

**THIS AGREEMENT DOES NOT GUARANTEE A TERM OF EMPLOYMENT OR SERVICES. CREW MEMBER AGREES AND UNDERSTANDS THAT THEY/HE/SHE PERFORMS SERVICES UNDER THIS AGREEMENT AS AN INDEPENDENT CREW MEMBER AND NOT AS AN EMPLOYEE FOR ANY PURPOSES.**

**THE SERVICES OF THE CREW MEMBER SHALL CONTINUE AS REQUIRED BY THE PRODUCER, ON THE TERMS AND CONDITIONS SET FORTH BELOW.**

1. Crew member will provide services as follows to Producer and its designates, for the production in a professional, diligent, and timely manner, in accordance with the highest standards of performance and integrity:
  - A. Both parties will consult and collaborate closely with one another in producing the production to ensure that the highest quality product to the Producer.
  - B. Each party will share all pertinent production and scheduling information as necessary for the other party to perform its duties under this agreement.

- C. Both parties will report to the other, without delay, any matters which could affect the quality or success of the production.
  - D. Crew Member will do everything reasonably possible to comply with all schedules established by the Producer.
2. PURCHASES/RENTALS/EXPENSES: If possible, purchases and rentals should be accompanied by a written formal request and must be approved in advance by the Producer. Producer will not reimburse Crew Member for any petty cash expenses not accompanied by original receipts or verified log records. Crew Member is responsible for all recoverable items purchased, and such items must be reconciled with Producer's accounting department during wrap.
  3. GRANT OF RIGHTS: Crew Member acknowledges and agrees that Producer or the producing group shall own exclusively all rights of any kind or nature now or hereafter known in and to the results of Crew Member's services, for use by Producer in perpetuity, in any manner or media now known or hereafter devised throughout the world, without further compensation. Crew Member acknowledges and agrees that for copyright purposes Crew Member is performing Crew Member's services hereunder as Producer's Crew Member-for-hire and that the product of these services is a work-for-hire as defined in Section 101 of the United States Copyright Act of 1976, as amended, specifically commissioned by Producer for use as part of a program. In the event said work-for-hire status is deemed unenforceable for any reason, Crew Member acknowledges that Crew Member has assigned to Producer, upon its creation, all results and proceeds of Crew Member's services and all copyrights therein, all to the full extent set forth above. Crew Member acknowledges Producer's right to make any changes in the product of any of Crew Member's services hereunder in the preparation and exploitation of the Series. In this connection, Crew Member agrees that Crew Member will not have any right of approval or consultation with respect to changes or any element of any productions hereunder. Crew Member hereby waives any rights of droit moral or similar rights which Crew Member may have.
  4. REPRESENTATIONS: Crew Member represents and warrants that all of the product of Crew Member's services hereunder shall be original with Crew Member except to the extent that it is based upon materials supplied by Producer, and that such product will not violate, conflict with or infringe upon any rights whatsoever of any person or entity.
  5. NAME/VOICE/LIKENESS: Crew Member irrevocably grants Producer and its successors and assigns the right to photograph, make motion pictures and video and sound recordings of Crew Member's name, voice, photograph, likeness and biography, and to reproduce the same in perpetuity in any manner or media now known or hereafter devised throughout the world without further compensation.
  6. CREDIT: Screen credit shall be accorded to Crew Member in Producer's sole discretion. Failure of Producer to give Crew Member credit shall not be deemed a breach of this agreement under any circumstances. Inclusion of production excerpts in crew member's reel must be approved by the Producer or production group.

7. TERMINATION/INDEMNIFICATION:

- A. Producer reserves the right to terminate this agreement with Crew Member for any reason at any time subject only to the obligation to pay to Crew Member any accrued and unpaid compensation. (if applicable) and to inform the Faculty Adviser in case the termination is disputed.
- B. Without limiting the foregoing, this agreement is subject to termination in the event of any incapacity or default by Crew Member or in the case of any suspension or postponement of production by reason of injury to person or property, weather problems, political instability or insurrection, labor controversy, strike, act of God, governmental action, regulation, or decree, or for any other customary "force majeure" reason.
- C. Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events entirely beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, without limitation, unusual weather affecting performance, floods, epidemics, war, riots, and demonstrations: Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the pursuit of the services.
- D. By signing this Agreement, Crew Member acknowledges and affirms that they/he/she has read and agreed to all of the provisions of the attached Agreement, Release and Waiver of Liability and Attachment A thereto, which documents are expressly incorporated by reference into this agreement. Failure to provide such waiver shall constitute a default under this agreement.

12. DAMAGES EXCLUSIVE REMEDY/GOVERNING LAW: In the event of any breach or alleged breach by Producer, Crew Member acknowledges and agrees that the sole remedy shall be a resolution attempt with the workshop faculty as mediator(s) and, if this mediation attempt is unsuccessful, a resolution determined by the SFP faculty meeting as a group. Any action to enforce any term of this agreement shall be governed by the law of the State of Montana, United States, and shall be brought in the district court of Gallatin County, Montana.

13. MISCELLANEOUS:

- A. This agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all oral representations, arrangements and/or understandings.
- B. Crew Member shall not assign his rights or duties under this Agreement except upon the prior written consent of Producer.
- C. Nothing herein shall be deemed to create any association, partnership or joint venture between Crew Member and Producer. It is specifically understood that Crew

Member will provide services hereunder as an independent Crew Member without any right to bind Producer in any way except as set forth specifically herein.

- D. In accordance with provisions of Section 507 of the Communications Act of 1934, as amended. Crew Member agrees that they/he/she will accept no consideration of any kind in exchange for the use or appearance or mention of any product or service in a program or recording for which Crew Member renders services.
- E. All express representations made in or given in this Agreement. including, without limitation, indemnities, releases and waivers, will survive the completion of all services of Crew Member under this Agreement or the expiration or the termination of this Agreement for any reason.
- F. Unless otherwise provided herein or agreed to by the parties, any notice, report or demand required or permitted by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served by being sent by mail, overnight courier (e.g., Federal Express), by personal delivery or by facsimile or telecopier in a manner yielding reasonable evidence of transmission to the addressee party's applicable facsimile or telecopier number, the parties hereto at their respective addresses (or facsimile or telecopier number) as first set forth in this Agreement, or such other addresses as either party may notify the other party of.
- G. This Agreement is personal to Crew Member. Crew Member may not assign the rights or delegate any of the duties described herein to a third party without the prior written consent of Producer.
- H. The headings at the beginning of each paragraph hereunder are for reference only and shall not affect the meaning or construction of this Agreement.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Producer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Crew Member