

Actor Services Agreement

This Actor Services Agreement ("**Agreement**"), dated as of [DATE] ("**Effective Date**"), is by and between [COMPANY NAME] ("**Company**"), [a [STATE OF ORGANIZATION] [ENTITY TYPE]] with offices located at [ADDRESS] with an email address of [EMAIL ADDRESS] and a facsimile number of [NUMBER] and [LOAN-OUT CORPORATION NAME] [(employer identification number [EMPLOYER ID NUMBER])] ("**Lender**") for the acting services of [NAME] ("**Actor**") with a principal residence at [ADDRESS] and an email address of [EMAIL ADDRESS] as the character [NAME] ("**Role**") in connection with the proposed, feature-length motion picture currently entitled [NAME] ("**Picture**").

1. Conditions Precedent. Company's obligations hereunder are contingent on full satisfaction of the following conditions:

1.1 Full execution of this Agreement;

1.2 [Signature by Actor of the inducement paragraph set forth below the signature block hereof/Signature and delivery of the inducement letter signed by Actor, the form of which is attached hereto as Exhibit A and incorporated herein by this reference;] [and]

1.3 [Company's receipt of the fully-executed [AGREEMENT] dated as of [DATE] between [THIRD PARTY NAME] and Company in connection with the Picture; and]

1.4 Lender's submission to Company of all of Company's standard [payroll and] start-up forms, and all documents required by federal, state, and local laws and Company policies, accurately completed and signed, including Forms W-4, W-9, and I-9, and the original document(s) required under Form I-9.

2. Services.

2.1 Pre-Production. For a time period to be determined by Company in its sole discretion ("**Pre-Production Period**") that will commence before the Start Date (defined below), Lender shall require Actor to provide, and Actor shall provide, all pre-production services Company requires, including Actor's participation in wardrobe preparation and fittings, makeup and visual effects preparation, tests, auditions, rehearsals, recordings, consultations, meetings, and publicity interviews as requested by Company, ("**Pre-Production Services**") [on an exclusive basis]. Neither Lender nor Actor will be entitled to additional compensation for providing Pre-Production Services.

2.2 Production. During the Production Period (defined below), Lender shall require Actor to provide, and Actor shall provide, acting and related services and all services Company requires in connection with principal photography ("**Production Services**") on an exclusive basis. The "**Production Period**" will commence [one/two] week[s] before or after [DATE] ("**Start Date**") (which Start Date will be subject to automatic extension for breach, Incapacity (defined below), Force Majeure Events (defined below), or other production exigencies) and will end when Company releases Actor from all services required as set forth herein in connection with the Picture's principal photography.

2.3 Post-Production. On Company-specified dates during the Post-Production Period (defined below), Lender shall require Actor to provide, and Actor shall provide, all post-production services Company requires, including in connection with automated dialogue replacement, looping, dubbing, re-recording, re-shooting, closeups, and added scenes ("**Post-Production Services**") on a non-exclusive, first-priority, no-material-interference basis; provided that if Company requires Post-Production Services on non-consecutive days or days that are not contiguous with principal photography, such services shall be subject to Actor's [then-]prior contractual commitments to provide acting services in the entertainment industry]. The "**Post-Production Period**" will commence on completion of principal photography and will end when Actor completes all Post-Production Services. The Guaranteed Compensation (defined below) will be deemed full consideration for the Post-Production Services, all rights in and to the results and proceeds thereof, and all uses of such results and proceeds as permitted hereunder.

2.4 Publicity and Promotion. Before, during, and after the Term (defined below), Lender shall require Actor to provide, and Actor shall provide, all publicity and promotional services ("**Promotion Services**") as Company may request, including in connection with publicity interviews, press junkets, premieres, and personal appearances. The Promotion Services further include services relating to promotional films, trailers, and electronic press kits [for the Picture [and Company]] as requested by Company, and Company may use behind-the-scenes and blooper footage and clips from the Picture and other motion pictures in which Actor has appeared [(subject to Company obtaining separate consent from the copyright owners or authorized licensors of such clips)] in connection with such uses of such promotional films, trailers, and electronic press kits. Lender shall cause Actor to provide, and Actor shall provide, all Promotion Services the Company requires during the Pre-Production Period, Production Period, and Post-Production Period in accordance with the applicable exclusivity requirements set forth herein. All Promotion Services required at other times will be subject to the Actor's contractual professional commitments existing at the time Company makes the applicable request, provided that Lender shall cause Actor to, and Actor shall, use [best/reasonable] efforts to be available to provide such Promotion Services as, when, and where required by Company. The Guaranteed Compensation will be deemed full consideration for the Promotion Services, all rights in and to the results and proceeds thereof, and all uses of such results and proceeds and the referenced footage and clips as permitted hereunder.

3. Compensation. Provided: (a) neither Lender nor Actor is in [material] breach or default hereof; and (b) Lender has caused Actor to render and Actor has satisfactorily rendered [(in Company's sole discretion)] all services as set forth herein, and subject to Section 8 (No Obligation to Use; Pay-or-Play), and further subject to Section 9 (Lender Incapacity; Breach; Force Majeure; Effect of Termination) of the standard terms and conditions ("**STC**") attached hereto as Schedule A and incorporated herein by this reference, Lender will be entitled to the following:

3.1 Guaranteed Compensation. A fee of U.S. \$[NUMBER] ("**Guaranteed Compensation**"), which shall accrue and become payable [on a pay-or-play basis subject to Section 8.2] [as follows: (a) U.S. \$[NUMBER]] in equal weekly installments over the Production Period; and (b) U.S. \$[NUMBER] upon completion of all Promotion Services].

The parties acknowledge and agree that the Guaranteed Compensation includes compensation for all Pre-Production Services, Production Services, Post-Production Services, and Promotion Services, including Actor's attendance and participation in all testing and preparatory meetings relating to the Pre-Production Services and Production Services. [The Guaranteed Compensation constitutes a non-refundable advance against any amounts that may become payable to Lender under Section 3.2.]

3.2 Participation. An amount equal to [NUMBER]% of the [net proceeds/modified adjusted gross receipts] from the Picture ("**Participation**"). Lender's Participation, if any, will be defined, computed, accounted for, and paid in accordance with the then-standard [net proceeds/modified adjusted gross receipts] definition of the studio or licensee paying such Participation[, subject only to those changes, if any, agreed upon by Company in writing after the parties' good faith negotiation. Such changes, if any, will be subject to such studio's or licensee's and Company's customary parameters for actors of Actor's stature as of the Effective Date].]

4. Non-Union. Company represents that it is not a signatory to the Screen Actors Guild-American Federation of Television and Radio Artists (SAG-AFTRA) Basic Agreement or any other union or guild agreement. Lender and Actor represent that Actor is not a member of SAG-AFTRA or any other union or guild.

5. Credit. Provided neither Lender nor Actor is in breach or default hereof and that Actor appears recognizably in the Role, the following will apply:

5.1 Screen. Subject to Section 5.2:

(a) Placement and Form. Company shall accord Actor credit on all positive prints of the Picture[, on a [shared/separate] card,] in substantially the form: "[NAME]" [in the main titles, wherever they appear, in Company's sole discretion].

(b) Size. This credit will be in a size of type no smaller than that used for the screen credit of any other principal cast member for the Picture[, excluding credits accorded to any principal cast members portraying lead characters].

(c) Grouping and Order. Actor's screen credit will appear grouped with other principal cast members[in no less favorable than [ORDINAL NUMBER] position].]

5.2 Conditions. All credits are subject to Company and licensee policies and approvals. Any casual or inadvertent failure by Company or any third party to comply with this Section 5 will not be a breach or default hereof or entitle Lender or Actor to seek or obtain legal or equitable relief. Except as set forth in this Section 5, Company will determine in its sole discretion all aspects of Actor's credit.

6. Ownership.

6.1 Work Made for Hire; Assignment. Company is and will be the sole and exclusive owner of all right, title, and interest in and to the results and proceeds of the

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First appeared as part of the conference materials for the
33rd Annual LLCs, LPs and Partnerships session
"I Can't Go For That (No Can Do): Celebrity Entities and Entanglements"