

ARTIST'S AGREEMENT

DATED: _____

PARTIES: _____

of _____
("the Artist")

of ("the Producer")

PREAMBLE:

The Producer is making an audio visual programme provisionally entitled [_____] ("the Programme") intended for remote delivery as defined below and the Producer wishes to engage the services of the Artist to play the part of [_____] ("the Part") in the Programme

TERMS:

1. REMOTE DELIVERY

For the purpose of this agreement 'remote delivery' shall mean any system by or through which audio-visual, audio and/or visual product may be accessed for use from a location that is remote from the processing unit on which such product is stored when accessed. Such systems shall include but not be limited to on-line service over cable television lines, telephone lines, microwave signals, radio waves, wireless cable or any other service or method now known or hereinafter invented for the delivery or transmission of such product and the processing unit on which the product is stored hereinafter referred to as a 'website'

2. ARTIST'S ENGAGEMENT

- 2.1 The Artist will render services on first call in the rehearsal, photography and recording of the Part for the period [_____] to [_____] on the following days [_____] ("the Engagement Period")
- 2.2 The Artist will render services on second call prior to the Engagement Period for the purposes of wardrobe/read through and after the Engagement Period for the purposes of added scenes, retakes and ADR.

3. ARTIST'S REMUNERATION

The Artist's remuneration shall be no less than as follows:

- Daily Rate: £150 for working days of up to ten (10) hours (including one hour meal break)
- Weekly Rate: £750 for five (5) working days
- Overtime: One fifth Daily Rate
- Wardrobe: £65 for up to four (4) hours. £ _____ per hour or any part thereof for any further hour or hours.
- Rehearsal/Readthrough: £65 for each day or part thereof
- ADR: £65 for up to two hours; £[_____] per hour or any part thereof for any subsequent fees.
- Added Scenes: Daily Rate
- Voice over rate: £130 for a two hour session

3.1 Multi-Episodic Use

Weekly/Daily/ Voice over rate grants the incorporation of material into 1 episode

2nd Episode 50% of aggregate weekly/daily/voice over rate(s)

3rd Episode 100% " " " " "

4th Episode 150% " " " " "

5th Episode 200% " " " " "

- 3.2 The "Artist's Aggregate Fee" is the total Weekly and/or Daily Rate payable to the Artist. All sums payable to the Artist shall be due and payable no later than the Friday in the week following the week in which the services were rendered

- 3.3 If the Producer does not call the Artist to render services during the Engagement Period or any part thereof the Artist shall be deemed to have attended for the purposes of payment due to the Artist and such payment shall be included in the Artist's Aggregate fee for the purpose of calculation and payment of use fee

- 3.4 The payments made to the Artist will pre-purchase unlimited showings by remote delivery over a period ("the Initial Period") of only six (6) months commencing on the date of the first showing or one year from completion of principal photography (whichever is the earlier) and on one website only, which website must be uplinked from the United Kingdom of Great Britain and Northern Ireland ("UK")

For further remote delivery the Producer will pay to the Artist :

- (i) For further UK usage on the same website and for a period of twelve (12) months from expiry of the Initial Period a sum equal to 100% of the Artist's Aggregate Fee. Such sum shall be payable within thirty (30) days of expiry of the Initial Period, time being of the essence.
- (ii) For unlimited usage on further English language websites for a period of twelve (12) months from date of payment] a sum equal to 100% of the Artist's Aggregate Fee in respect of each such website.
- (iii) For unlimited usage of foreign language versions of the Programme for a period of twelve (12) months [from day of payment] a sum equal to 100% of the Artist's Aggregate Fee in respect of each such website.

3.6 Other Use Fees

- Per UK TV Transmission: As per the relevant Equity/PACT/BBC/ITV TV Production Agreement
- Video CD Rom/DVD: For three year period from completion of the Programme: 50% of the Artist's Aggregate Fee for each language version of the Programme
- Audio CD: For three year period from completion of Programme: 25% of the Artist's Aggregate Fee for each language version of the Programme
- UK Cable/Satellite: As per the relevant Equity TV Agreement
- UK and Foreign Theatrical Rights: For a three year period from completion of the Programme: 100% of the Artist's Aggregate Fee
- Foreign Theatrical Rights (excluding USA and Canada) For a three year period from completion of the Programme: 100% of the Artist's Aggregate Fee
- USA (and Canada) Television of all kinds: As per the SAG or ACTRA TV Agreement
- Rest of World Television of all kinds: For a three year period from completion of the Programme: 55% of the Artist's Aggregate Fee
- Guidelines for Independent Radio Producers for Drama/Light Ent Programmes commissioned by the BBC 2005
- All other uses to be negotiation with the Artist

4 **MERCHANDISING RECEIPTS**

Not less than one per cent(1%) of the Net Receipts earned from the exploitation of any merchandising and sponsorship rights shall be allocated for payment to the cast of the Programme. The Artist shall be entitled to receive a proportion of such 1%, such proportion being the total divided by the number of the members of the cast

The expression 'Net Receipts' means all sums so earned after deduction only of commission payable to merchandising agents. The Producer will account to the Artist for the Artist's share of the Net Receipts no less than quarterly for the first two (2) years from completion of the Programme and thereafter no less than six monthly. The Artist shall have the right to inspect and audit the books of the Producer relating to Net Receipts

5 **EXPENSES AND BENEFITS**

The Producer shall provide or pay for the following:

- 5.1 Transport to and from filming locations, a car and driver to transport the Artist at any time the Artist is called upon to render services hereunder to and from the place of work at the beginning and end of each day. Such car may be shared. The Producer shall further provide or pay for hotel accommodation of equal standard to that provided for anyone other member of the cast whilst on location
- 5.2 An allowance of £() per day to help defray the Artist's out of pocket expenses whilst on a distant location that involves an overnight stay
- 5.3 Dressing room facilities for the Artist and whilst on location the use of a caravan or equivalent. Such facilities to include a toilet

6 **CREDIT:** To be agreed between the parties

7 **DUBBING**

The Producer will have the right to dub the Artist's voice for foreign language versions only

8 **ARTIST'S UNDERTAKINGS AND WARRANTIES**

8.1 The Artist will comply with all rules and regulations in force at such places at which he/she is required to render services hereunder

8.2 The Artist hereby consents to the use by the Producer of his/her name and approved biography and likeness in connection with the publicity for the Programme PROVIDED THAT such name or likeness or biography is not used so as to suggest in any way that the Artist uses or endorses any goods or services other than the Programme itself

9 **MISCELLANEOUS**

9.1 No part of the Artist's performance shall be used in any other programme without a prior licence from the Artist

9.2 On any day on which the Artist is required to attend following a call and on which work is cancelled due to adverse weather conditions or for any other reason other than the default of the Artist the Artist shall be paid for such day

9.3 The provisions set out in Clause (T21), paragraphs 1-11 inclusive of the agreement dated October 2005 entitled 'Television Production Agreement' ('the PACT agreement') and made between the Producers Alliance for Cinema and Television ('PACT') and the British Actor's Equity Association ('Equity') shall apply to this agreement and be deemed incorporated herein as if the Producer and the Artist were the parties to that agreement in place of PACT and Equity

9.4 where the total period of engagement hereunder is in excess of thirteen (13) weeks the Artist shall be entitled to one week's paid holiday for each thirteen weeks worked and pro rata for any part thereof

9.5 The Producer shall be entitled to assign the benefit of this agreement to any third party provided that the Producer remains liable for its obligations hereunder

9.6 The Producer shall furnish all wardrobe wigs and wearing apparel necessary for the Part and the same shall at all times remain the property of the Producer

10 **SUSPENSION**

The Producer may suspend the Artist's engagement by notice in writing effective immediately during principal photography and 24 hours after service of such notice at any other time if the production of the Programme is prevented interrupted or delayed by any event of 'force majeure' (as that expression is understood in the international film and television industries)

11 **AGENCY**

All sums payable to the Artist shall be paid to the Artist's agent () and all notices shall be sent to and negotiations conducted through such agent

12 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this agreement do not intend that any term of this agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any party who is not party to this agreement

13 **GOVERNING LAW**

This agreement shall be construed in accordance with and governed by the laws of England and Wales

SIGNED

(Producer)

SIGNED

(Artist)