

FILM PRODUCTION AGREEMENT

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This Film Production Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PRODUCTION COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [ADDRESS] ("**Producer**"); and

[SERVICE PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE] (or an individual residing at [ADDRESS]), engaged to provide production services for the Picture ("**Provider**").

Producer and Provider are each a "**Party**" and together the "**Parties**."

Recitals. Producer is producing the motion picture currently titled [FILM TITLE] (the "**Picture**"). Producer wishes to engage Provider to render the production services described below, and Provider wishes to render those services, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. The Picture and Services

1.1 The Picture. The "**Picture**" is the [feature-length / short-form] motion picture currently titled [FILM TITLE], of an approximate running time of [DURATION], based on the screenplay titled [SCREENPLAY TITLE] by [WRITER].

1.2 Services. Producer engages Provider to render the following services in connection with the Picture (the "**Services**"): [e.g. director / cinematographer / producer-for-hire / department head / production-services package — describe the specific role and responsibilities].

1.3 Standard of performance. Provider will render the Services in a diligent, professional manner consistent with industry standards for productions of the Picture's type and budget, and in accordance with Producer's reasonable instructions and the approved budget and schedule.

1.4 Exclusivity. During principal photography, Provider's Services are rendered on an [exclusive / first-priority] basis. Before and after principal photography, the Services are rendered on a [non-exclusive but first-priority] basis, subject to Provider's reasonable availability.

2. Schedule and Production Phases

2.1 Phases. The Picture will proceed through [development, pre-production, principal photography, and post-production]. Provider's engagement covers the phases identified in this Agreement.

2.2 Dates. Pre-production is scheduled to begin on [DATE], principal photography on [DATE] for approximately [NUMBER] shooting days, and delivery of the completed Picture on [DATE] (the "**Delivery Date**"), subject to adjustment for force majeure and changes the Parties approve in writing.

2.3 Changes to schedule. Producer controls the production schedule. Material schedule changes that affect Provider's compensation or availability will be addressed by a written amendment.

3. Compensation

3.1 Fee. Producer will pay Provider a fee of [AMOUNT] in [CURRENCY, e.g. US dollars] for the Services (the "Fee"), payable as follows: [e.g. a portion on commencement of pre-production, a portion in equal installments across shooting days, and the balance on delivery].

3.2 Contingent compensation (optional). [OPTIONAL: In addition to the Fee, Provider will receive [NUMBER]% of [net proceeds / a defined profit pool] of the Picture, defined and accounted for as set out in an attached definition of net proceeds.]

3.3 Expenses. Producer will reimburse Provider for reasonable, pre-approved, documented expenses, or provide them as production costs, consistent with the approved budget.

3.4 Payroll and taxes. Compensation may be paid through a payroll service where applicable. Each Party is responsible for its own taxes, except amounts a payroll service is required to withhold. Provider is responsible for taxes on Provider's compensation except as withheld.

3.5 No further compensation. Except as stated in this Agreement and any applicable union or guild minimums, the Fee is full compensation for the Services and the rights granted.

4. Ownership and Work Made for Hire

4.1 Work made for hire. Provider acknowledges that the Services and all results and proceeds of the Services (including footage, edits, designs, and other contributions) are specially ordered and commissioned by Producer as a "work made for hire." Producer is the author and exclusive owner of all rights in those results and proceeds and in the Picture, throughout the world, in all media now known or later devised.

4.2 Assignment backstop. To the extent any result or proceed of the Services is not a work made for hire, Provider irrevocably assigns to Producer all right, title, and interest in it, including all copyrights and renewals, and waives any moral rights to the extent permitted by applicable law.

4.3 Further assurances. Provider will sign any documents Producer reasonably requests to confirm or perfect Producer's ownership, and appoints Producer as Provider's attorney-in-fact to do so if Provider fails to act after reasonable notice.

4.4 Pre-existing materials. Provider retains ownership of its pre-existing tools and general know-how, and grants Producer a perpetual, worldwide, royalty-free license to use any pre-existing material Provider incorporates into the Picture.

5. Credit

5.1 Screen credit. Subject to applicable guild requirements, Producer will accord Provider credit as ["[ROLE] by [PROVIDER NAME]"] in the Picture and in paid advertising as customary for the role, in size and placement no less favorable than [INDUSTRY STANDARD / SPECIFY].

5.2 Cure of credit errors. A casual or inadvertent failure to provide credit is not a breach if Producer cures it prospectively on materials created after written notice. No failure of a third party to comply with Producer's credit instructions is a breach by Producer.

6. Rights, Releases, and Clearances

6.1 Name and likeness. Provider grants Producer the right to use Provider's name, approved likeness, and biography in connection with the Picture and its promotion.

6.2 Clearances. The Party identified in the production's clearance plan is responsible for obtaining location releases, talent and extra releases, music and footage licenses, and other clearances necessary to exploit the Picture without infringing third-party rights.

6.3 Union and guild. [OPTIONAL: This Agreement is subject to the rules and minimums of any applicable guild or union, which control on any conflict with this Agreement.]

7. Insurance and Safety

7.1 Production insurance. Producer will maintain customary production insurance for a picture of this type, including general liability, and will name Provider as an additional insured where appropriate, as set out in the production's insurance schedule.

7.2 Safety. The Parties will comply with applicable workplace-safety and on-set-safety requirements. Provider will follow the production's safety protocols and report unsafe conditions promptly.

7.3 Workers' compensation. Coverage required by applicable law for cast and crew will be maintained as required, by the Party responsible under the production's structure.

8. Representations and Warranties

8.1 Mutual. Each Party represents that it has the authority to enter into this Agreement and that doing so does not breach another agreement binding on it.

8.2 By Provider. Provider represents that its contributions are original except for cleared third-party material, that it will not knowingly infringe a third party's rights, and that it is free to render the Services.

8.3 By Producer. Producer represents that it controls or will obtain the rights in the underlying screenplay and other materials necessary to produce and exploit the Picture.

9. Termination and Suspension

9.1 Default and disability. Producer may suspend or terminate Provider's engagement for Provider's material breach (uncured within [NUMBER] days after written notice), or for Provider's disability or incapacity that prevents performance for more than [NUMBER] consecutive days, subject to applicable law.

9.2 Force majeure. Producer may suspend the engagement during a force-majeure event affecting the production and extend the schedule accordingly, with compensation adjusted as the Parties reasonably agree.

9.3 Effect of termination. On termination, Producer will pay Provider for Services rendered and approved through the effective date. Producer retains ownership of all results and proceeds of the Services rendered to that point. Sections 4, 5, 6, 8, 10, and 11 survive termination.

10. Indemnification and Limitation of Liability

10.1 By Provider. Provider will defend and indemnify Producer against third-party claims arising from a breach of Provider's representations in Section 8, including claims that Provider's original contributions infringe a third-party right.

10.2 By Producer. Producer will defend and indemnify Provider against third-party claims arising from the Picture, the screenplay, materials supplied by Producer, or the exploitation of the Picture, except to the extent

covered by Provider's indemnity.

10.3 **Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation. No settlement imposing liability or an admission on the indemnified Party may be made without its consent.

10.4 **Limitation.** Except for the indemnification obligations in this Section and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and Provider's remedies for any breach by Producer are limited to an action at law for damages; Provider will not seek to enjoin or restrain the production, distribution, or exploitation of the Picture.

11. General Provisions

11.1 **Independent contractor.** Except where the production structure or applicable law provides otherwise, Provider renders Services as an independent contractor. Nothing creates a partnership or joint venture.

11.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

11.3 **Assignment.** Producer may assign this Agreement to a financier, distributor, successor entity, or affiliate in connection with the Picture, on written notice. Provider may not assign the Agreement, except the right to receive compensation.

11.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

11.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

11.6 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

11.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

11.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PRODUCER

PROVIDER

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE OR N/A]

Date: _____

Date: _____

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