

**ACTORS FEATURE FILM AGREEMENT STANDARD
CONTRACT**

SCHEDULE A

PRODUCTION TITLE _____

FILM CATEGORY _____

PRODUCTION COMPANY _____

(ACN)

ADDRESS (Production Office) _____

PHONE/FAX/EMAIL _____

ARTIST'S NAME _____

ARTIST'S ADDRESS _____

JUST SUPER NUMBER _____

AGENT'S NAME _____

AGENT'S ADDRESS _____

PHONE/FAX/EMAIL _____

This **AGREEMENT** dated is between the abovementioned production company (hereinafter called "the Employer") of the one part and the abovementioned Artist of the other part.

WHEREAS:

A. THIS AGREEMENT The Producer and the Artist agree that this agreement incorporates and includes all the terms and conditions of The Actors Feature Film Agreement 2003 (as amended) ("AFFA") between the Media Entertainment and Arts Alliance ("MEAA"), the Screen Producers Association of Australia ("SPAA") and the Independent Producers Initiative ("IPI Inc") as if those terms were written herein. In the event of any inconsistency between the terms of this Contract and the terms of AFFA, the terms of AFFA shall prevail.

B. THE EMPLOYER has agreed to engage the Artist to perform the part of..... for the abovementioned production.

C. RIGHTS: The Artist acknowledges that for the total fees set out hereunder the Producer, for the percentage designated, has acquired the following rights:

- (delete* Australian Television Rights - 4 runs over 5 years
- and initial* Australian Ancillary Rights
- those* World TV Rights excluding US Network
- rights not* World Theatrical Rights
- acquired)* World Ancillary Rights excluding Australia

PERCENTAGE TOTAL:

And these rights are hereby assigned.

* Agreement provides option to purchase 5 runs on Australian Television over 5 years @ 25%. If required, please amend above.

* N.B. In the case of a deferred budget film, the producer shall not purchase such rights until the performer is paid in full as per the special condition attached hereto.

D. CONSENT: The Producer shall have the right to photograph, record and / or otherwise produce, reproduce, transmit, exhibit, distribute and publicise in connection with the film any and all of the acts, poses, plays and appearances of any and all kinds of the Artist appearing in the film containing such acts, poses, plays and appearances.

The Producer shall likewise have the right to use and give publicity to the Artist's name and likeness, photographic and otherwise, and to recordings and reproductions of the Artist's voice and all instrumental, musical and other sound effects produced by the Artist by the Artist in the said film in order that it may be publicised or advertised.

THE PARTIES AGREE AS FOLLOWS:

1. ENGAGEMENT - WEEKLY

The abovementioned Artist is engaged by the week on the following basis for.....days over.....weeks to commence from. and terminate on with a maximum ofdays and not more than.....hours per week to be worked in not more than hours per day. Weeks worked in excess ofwill be paid for at.....

2. ENGAGEMENT - DAILY

The abovementioned Artist is engaged by the day on the following basis fordays on the following dates with not more than.....hours per day.

3. SALARY	
WEEKLY	DAILY
Artist's Basic Negotiated Fee \$ _____	Artist's Basic Negotiated Fee \$ _____
Film Category Loading (Cat.....) \$ _____	Film Category Loading (Cat.....) \$ _____
Loading for Rights (_____%)\$ _____	Loading for Rights (_____%) \$ _____
COMPOSITE RATE \$ _____	COMPOSITE RATE \$ _____
Overtime up to _____hours \$ _____	Overtime up to _____hours \$ _____
Annual Leave Provision \$ _____	Annual Leave Provision \$ _____
TOTAL WEEKLY FEE \$ _____	TOTAL DAILY FEE \$ _____

- N.B. 1. Payment of annual leave shall be calculated on the Artist's contracted or actual overtime worked - whichever is the greater. See clause 16 of the Agreement.
 2. Post synchronisation shall be paid at the hourly equivalent of the Artist's composite rate with a minimum payment of 2.5hrs.
 3. Rehearsals shall be paid at the Artist's negotiated fee. See clause 6(d) of the Agreement.

4. ADDITIONAL DAYS TO CONTRACT

Should the Artist be required to work additional days, days up to and includingshall be payable at a fee of \$..... per day. Should the Artist be required to work additional days numbering more than and up to and including the weekly rate of \$..... will be payable.

5. METHOD OF PAYMENT: The Artist hereby acknowledges that the aforementioned Agent (if any) is authorised to collect and receive all sums of money payable to the Artist provided that the Artist may require payments to be

made directly to the Artist upon written notification to the Employer. Receipt of such moneys by the said Agent or Artist shall be a good and valid discharge all such moneys owed.

6. SPECIAL STIPULATIONS: Specify requirements (for example nudity, haircuts, etc.)

The producer undertakes that it will not, nor authorise others to, exploit the film commercially (including theatrical, (except in film festivals without payment), television, or any ancillary use throughout the world) and will not otherwise make the film available to the public until the performer's contracted fees pursuant to this contract have been paid in full. In consideration of the above the performer agrees that the payment of his/her fee may be deferred until such time as set out above.

.....
.....
.....

7. CREDIT: The name under which the Artist is to receive a credit (if applicable) shall be

.....
(Please print clearly)
Additional Billing Requirements
.....

8. SUPERANNUATION: The Producer shall contribute to JUST Super on behalf of the Artist an amount as required under the Superannuation Guarantee legislation. See clause 40 of the Agreement.

9. MEAA MEMBERSHIP: The Artist warrants that s/he is a financial member of the Media, Entertainment and Arts Alliance prior to commencement of engagement.

IN WITNESS WHEREOF the parties have affixed their signature on the day and year first hereby written.

PERFORMER

PRODUCER

(signature) _____ (signature) _____

(date) _____ / _____ / _____ (date) _____ / _____ / _____

N.B Unless the Agent produces proof of a Power of Attorney, contract must be signed by the Performer.

Witnessed by:

Witnessed by:

(signature) _____ (signature) _____

(print name) _____ (print name) _____

(date) _____ / _____ / _____ (date) _____ / _____ / _____

(For information only I certify that I am of nationality.)