**DATE:**

# **CONTRACT FOR SERVICES**

‘Insert Artist Name’ (the Artist) has agreed to provide services as an actor to ‘Insert Production Company Name’ (the Producer) in connection with the web series provisionally entitled ‘Insert Project Title’ (web series) upon the terms and conditions set out in this contract.

# 1. SERVICES

The Artist will provide their services in the role of ‘Insert Character Name’ scheduled to shoot ‘Insert Estimated Shoot Date/s’.

# 2. TERM OF ENGAGEMENT

The Artist is required to make their exclusive services available for the days specified in the attached

Schedule hereto.

3. THE CONTRACT FEE

FEE: $ Insert Fee

NB: Rights of usage do not accrue to the Producer until payment has been received, in full, by the Agent.

**BACKEND:** The Producer has agreed to set aside a minimum total pool of 15% of the Producer’s share of any income generated by the web series (the “Cast & Crew Share”) to be shared with all of the cast and crew on the web series. The Cast & Crew Share excludes cash prizes awarded by film or web series festivals and any other award shows in relation to the web series or any individual’s contribution to the web series. The Artist is entitled to a share of the Cast & Crew Share with the exact share noted in the Schedule. For the avoidance of doubt, this entitlement does not form part of the upfront Fee.

# 4. ALLOWANCES

In addition to the Fee referred to in Clause 3, the Artist will be entitled to the allowances more particularly set out in the schedule.

5 . NUDITY

The following guidelines will apply with regard to nudity:

a) The production company will notify the cast member of any nudity that is required as part of their

performance as soon as the production company knows of the requirement, whether that is

before or after the signing of the contract. Unless the cast member has specifically consented,

he/she may refuse to carry out any part of the performance involving their nudity.

b) Where a cast member does not consent to appear nude and the production company proposes to

substitute a double, the production company will obtain the consent of the cast member,

acceptance of which will not be unreasonably denied.

c) With the exception of the final rehearsal for camera and lighting, there will be no rehearsals in the

# nude or semi-nude.

# d) During the rehearsal or shooting of nude or semi-nude scenes, the set will be closed to all

# persons, except those having a legitimate reason for being present. Observation by monitor or

# any other means will be prohibited, except where that is necessary as part of the production

# process.

# 6. OBLIGATIONS

# During the term of this Contract the Artist agrees:-

1. to perform and complete the services to the best of their skill and ability;

1. to willingly comply with all reasonable directions given on behalf of the Producer for the purposes of making the project and to maintain the standards set by the Producer and Production Company and not affect the good reputation of its business;

1. to attend on location at the times arranged punctually and regularly except in cases of illness or accident;

1. that no item or service may be charged to the Producer or its assignees or contractors unless prior written authorisation is obtained from the Production Manager or the Producer;

1. that all personal expenses, including personal telephone calls, incurred by the Artist shall be their responsibility;

# 7. CONSENT AND GRANT OF RIGHTS

1. The Artist grants to the Producer and its assignees all rights throughout the world in perpetuity to use and exploit such photographs and recordings in connection with the production, distribution, marketing, promotion and exploitation of the ‘Insert web series name ’ web series without further payment to the Artist. Any additional usage, including selling the web series to a third party for public viewing, must be by negotiation between the Artist and Artist’s Agent and the Producer. For the avoidance of doubt the Producer shall have the right to submit the web series to any competition, festival, or event without further payment to the Artist.

1. The Artist gives every consent and undertaking not to object to the Producer (or the purchaser of the web series from the Producer) using and authorising others to use their name, photographs and reproductions of their physical likeness and recordings of their voice taken or made hereunder in whole or in part in connection with the advertisement, publicity, exhibition, and commercial exploitation of the web series; (Excluding Merchandising)

1. The Artist gives every consent to entitle the Producer to include or procure the inclusion in the web series of recordings in any language of the world of the voice or voices of another person or other persons speaking the lines and making the sound effects of their visual portrayal of the role. This is subject to the Artist being consulted and given first opportunity to re-record the dialogue and sound effects in the case of the English or Maori language.
2. The Artist acknowledges that nothing contained in the Agreement shall impose any restriction on the manner form or method by which the web series is advertised, publicised, exhibited, and commercially exploited.
3. For the avoidance of doubt, should the Producer wish to use any of the materials including the Artist’s performance or portions thereof, in any other manner including bloopers & behind the scenes, and for any sort of merchandising, negotiations will take place with the Artist’s Agent and a new contract will be negotiated.
4. If the Producer wishes to contract the Artist for a subsequent season of the web series, then, subject to Artist’s availability, the parties will discuss terms and conditions in good faith.

# 8. ALTERATION OF SHOOTING DATES

The Producer has the right to reschedule the dates upon which the Artist is required to perform the role. This would be subject to reasonable notice and the Artist’s availability and Producer has no further liability to the Artist.

# 9. CANCELLATION

The Producer is entitled to terminate this Agreement if:

1. the Artist is prevented from fulfilling this Agreement because of mental or physical incapacity or disability;

1. the Artist fails or refuses to perform the services to the best of their skill and ability;

in which case the Artist shall be entitled only to payment for services actually performed by the

Artist up to the time of termination.

# 10. ASSIGNMENT / MORAL WAIVER

1. The Producer may assign its rights under this Agreement to any person, firm, company, or corporation.

1. The Artist hereby waives all moral rights as defined in sections 94-110 of the Copyright Act 1994 and equivalent rights under the laws of any jurisdiction.

# 11. HEALTH, SAFETY & WELFARE

1. The parties are committed to complying with the Health and Safety at Work Act 2015

any statutory re-enactment or modification of it) (the Health and Safety in Employment Act) and

applicable codes of practice such as the Code of Practice for Safety and Health in the NZ Film and Video Production Industry (the Code) and any guidelines and policies promulgated by the Producer. The Producer shall make available to the Artist any such guidelines and policies, or any other relevant obligations and the Artist will be responsible for ensuring they are conversant with and will comply with the same and with the Health and Safety in Employment Act and the Code.

1. The Producer will ensure that trained safety personnel, first aid and safety equipment are supplied in locations or situations where it is believed there is any element of risk to the Artist, and all incidents or accidents will be punctually recorded and reported where necessary under the Health and Safety in Employment Act.
2. The Producer will give the Artist prior notification of any stunts or special effects that are required as part of their performance whether before or after the signing of the Agreement.

1. Unless the Artist has specifically consented, they may refuse to perform such stunts or appear in special effects sequence where there is any element of risk to the Artist.

1. If the Artist does not consent to perform stunts or appear in a special effects scene the Producer will supply a stunt double.

f) The Producer has a commitment to eliminating harassment, including sexual and racial

harassment in the workplace. If the Artist becomes aware of any such harassment or other similar issues or believes that they have been subjected to inappropriate conduct of this nature then the Artist should immediately advise the Producer of this.

# 12. AWARDS

The Producer shall have the right to nominate the Artist for consideration for any award in any web series or any television competition, festival, or event in New Zealand or elsewhere and will inform the Artist and their Agent of any successful nomination.

# 13. OTHER CONDITIONS

WARDROBE & MAKE UP

a) The producer shall provide an area affording privacy for costume changes and include clean

wardrobe and makeup items, unless the actor is wearing their own, in which case every care

should be taken that these items are not damaged or lost.

MEALBREAKS & REFRESHMENTS

a) If an early call or broken turnaround makes it unreasonable or impracticable for the cast

member to provide their own breakfast, then this will be provided by the Producer.

b) A meal break of at least 45 minutes will be scheduled 5 hours after commencement of the

production working day. When cast members have differing call times the meal break will be

scheduled for a majority crew/cast call.

c) The Producer can, within reason, complete the setup in progress before a meal break is called.

d) If a first meal break shorter than 45 minutes is required it shall only be by agreement with

each cast member.

e) Refreshments (tea, coffee and cold drinks) shall be continuously available throughout the day.

f) All cast members will be provided with reasonable opportunities during production to access

toilet and refreshments.

# 14. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of New Zealand.

15. TERMS & CONDITIONS

This Agreement incorporates the Code of Practice for the Engagement of Cast in the New Zealand screen Production Industry (known as the pink book dated 6 June 2005) and the AAANZ Terms & Conditions - dated (TBC). The Artist and the Producer acknowledge their approval and acceptance of the terms and conditions of this Agreement by signing below in the spaces provided.

16. RIGHTS AND LIMITATIONS

The Artist acknowledges that in the event of any breach of this Agreement by the Producer any

application to rescind this Agreement or to enjoin, injunct or restrain the production, distribution,

exhibition, advertising or other exploitation of the Production would be excessively disruptive and

unreasonably damaging to the Producer’s and any third parties’ interests in and to the Production and

consequently the Artist agrees not to apply for any such relief and additionally waives the right to claim

such relief and accepts that the recovery of damages in an action at law will provide a full and

appropriate remedy for any loss or damage (if any) incurred by the Artist as a result of the breach.

17. DISPUTE RESOLUTION

Any doubts, differences, claims or disputes (the Dispute) which arise between the parties as

regards any act, matter or thing in respect of this Agreement will be dealt with in the following manner:

a) Referral as to the scope and nature of the Dispute will be made by a party in a written notice to

the other party. The parties will seek a resolution by meeting as soon as reasonably practicable

once the dispute has arisen. This should be within 24 hours (in the case a Dispute arises

during principal photography) or within 3 working days (at any other time outside of principal

photography) or such longer period as they may agree in writing Either party may request an

observer or representative to support and/or assist them at any stage. The “meeting” may be

held by phone or teleconference if required.

b) If such parties do not reach agreement within 24 hours or such further period as they may agree in

writing after the meeting set out in clause 15.a), then the Dispute will be referred to a mutually

agreed neutral and independent industry member as mediator, or alternatively the parties may

appoint a mutually agreed independent professional mediation service who will endeavour to assist

the parties to resolve the Dispute. The mediator will set the timetable (including the date by which

the dispute resolution procedure will expire irrespective of whether or not the Dispute has been

resolved).

c) If the dispute has not been resolved within the specified timeframe, then unless the parties

otherwise agree, the dispute resolution procedure will terminate and each of the parties will be

entitled to pursue such legal remedies as it thinks fit.

d) Except for the costs of the mediator which shall be shared equally between the parties, each party

will pay its own costs associated with this dispute resolution procedure unless the mediator

determines otherwise.

e) During the dispute resolution process the Parties will continue to perform all of their respective

obligations under this Agreement.

f) Except as set out in clause 18.1 nothing in this clause will prevent either party from taking immediate

steps to seek urgent interlocutory relief before an appropriate court.

AGENT/ARTIST TO SIGN:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

accept all the above terms and conditions of the contract.

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRODUCER:

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE SCHEDULE

1. THE WEB SERIES:

2. THE PRODUCERS:

3. THE ARTIST:

4. THE ROLE:

5. THE AGENT:

6. PERIOD OF SERVICE: Pre production:

Shoot:

Post production:

7. TIMES OF SERVICE: Call times are as per the Call-sheet.

Shooting schedule to be confirmed asap

8. THE FEE: $

(Fees are in NZ Dollars and do not include any GST)

9. THE TERRITORY:

10. ALLOWANCES: Transport to and from set available for any locations outside

of the 20km zone (20km from Auckland Central Police

Station) only.

11. THE RIGHTS: World-wide, in perpetuity but for the avoidance of doubt,

no material, including photos, can be used for any use other use other than for inclusion in the web series and the publicity thereof.

12. CREDIT FORMAT: To be credited, but placement is at the discretion of

the producer unless otherwise agreed.

13. PAYMENT: All payments are to be made to the Agent within seven days, following presentation of invoice to the Producer.

14. SHOW REEL: The Artist will be provided a download link of the web series for their

personal and showreel use when the series is completed. Usage is

restricted to own viewing and showreel material.

15. SHARE OF BACKEND: 1/X Share of the Cast & Crew Share.