

ACTOR EMPLOYMENT AGREEMENT

(To Employ a SAG Actor for a Theatrical feature)

Continuous Employment

Weekly Basis

Weekly Salary

One Week

Minimum Employment

THIS AGREEMENT, made this _____, between _____, hereafter called "Producer", and _____, hereafter called "Player".

1. PHOTOPLAY, ROLE, SALARY AND GUARANTEE: Producer hereby engages Player to render services as such in the role of _____, in a photoplay, the working title of which is now _____, at the salary of _____ per "studio week" (Schedule B Players must receive an additional overtime payment of four (4) hours at straight time rate for each overnight location Saturday.) Player accepts such engagement upon the terms herein specified. Producer guarantees that it will furnish Player not less than _____ employment. Player shall be paid pro rata for each additional day beyond guarantee until dismissal.

2. TERM: The term of employment hereunder shall begin on or about _____, and shall continue thereafter until the completion of the photography and recordation of said role.

3. BASIC CONTRACT: All provisions of the collective bargaining agreement between Screen Actors Guild, Inc. and Producer, relating to theatrical motion pictures, which are applicable to the employment of the Player hereunder, shall be deemed incorporated herein.

4. PLAYER'S ADDRESS: All notices which the Producer is required or may desire to give to the Player may be given either by mailing the same addressed to the Player at _____, or such notice may be given to the Player personally, either orally or in writing.

5. PLAYER'S TELEPHONE: The Player must keep the Producer's casting office or the assistant director of said photoplay advised as to where the Player may be reached by telephone without unreasonable delay. The current telephone number of the Player is _____.

6. MOTION PICTURE RELIEF FUND: The Player DOES/DOES NOT hereby authorize the Producer to deduct from the compensation hereinabove specified an amount equal to _____ percent of each installment of compensation due the Player hereunder, and to pay the amount so deducted to the Motion Picture and Television Relief Fund of America, Inc.

11. Producer makes the material representation that either it is presently a signatory to the Screen Actors Guild collective bargaining agreement covering the employment contracted for herein, or, that the above-referred-to photoplay is covered by such collective bargaining agreement under the Independent Production provisions of the General Provisions of the Producer-Screen Actors Guild Codified Basic Agreement of 1995 as the same may be supplemented and/or amended.

12. Producer shall have the exclusive right to make one or more promotional films of thirty (30) minutes or less and to utilize the results and proceeds of Player's services therein upon all of the terms and provisions set forth in the SAG Agreement. Player agrees to render such services for said promotional films during the term of his employment hereunder as Producer may request and Player further agrees to use by Producer of film clips and behind-the-scenes shots in which Player appears in such promotional films. Provided Player appears therein, Producer shall pay to Player the sum specified by the SAG Agreement of 1995 as amended within ten (10) days after the first use of each such promotional film on television or before a paying audience.

13. Producer shall have the exclusive right to use and to license the use of Player's name, sobriquet, photograph, likeness, voice and/or caricature and shall have the right to simulate Player's voice, signature and appearance by any means in and in connection with the film and the advertising, publicizing, exhibition, and/or other exploitation thereof in any manner and by any means and in connection with commercial advertising and publicity tie-ups.

14. Producer is also granted the further exclusive right and license, but only in connection with the role portrayed by Player in the film to use and to license the use of Player's name, sobriquet, photograph, likeness, caricature and/or signature (collectively referred to herein as "name and likeness") in and in connection with any merchandising and/or publishing undertakings. In consideration therefore, Producer shall pay Player a pro rata share (payable among all players whose name, etc. is used) of 2 1/2% of the gross monies actually derived by Producer after deducting therefrom a distribution fee of fifty percent (50%) and a sum equal to all Producer's actual out-of-pocket expenses in connection therewith, for the use of such name or likeness on merchandising and publishing items which utilize Player's name and likeness, other than in a listing of cast credits.

15. Producer is also granted the further and exclusive right to use and to license the use of and to advertise and publicize the use of Player's voice from the soundtrack of the film on commercial phonograph records and albums and the exclusive right to use Player's name and likeness on jackets and labels of such commercial phonograph records and albums. If Producer issues or authorizes the issuance of such record or album using Player's voice, Producer shall pay to Player a sum equal to applicable AFTRA scale.

16. EMPLOYMENT ELIGIBILITY: All of Production Company's