

## SERVICES AGREEMENT TEMPLATE FOR CREW

This Independent Contractor Services Agreement is made as of [DATE], by and between [PRODUCER'S NAME], located at [PRODUCER'S ADDRESS] ("Producer"), and [CREW MEMBER'S NAME], an individual with an address at [CREW MEMBER'S ADDRESS] ("Contractor").

### 1. Provision of Services

Contractor agrees to provide Services in connection with a film currently entitled “[FILM TITLE]” (the “Film”), in accordance with the terms and conditions of this Agreement, and as described on Exhibit A hereto. It is understood that Contractor is an independent contractor in the performance of this Agreement and not an employee of Producer. Nothing contained herein shall be construed to imply an employment, joint venture, or principal-and-agent relationship between the parties; and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other. Contractor shall not be entitled to participate in any plans, benefits or distributions intended for Producer employees. Contractor agrees that Producer will make no deductions from any compensation paid to Contractor for, and Contractor shall have full and exclusive liability for, the payment of any taxes and/or contributions for unemployment insurance, workers' compensation or any other employment-related costs or obligations, related to the provision of the Services.

### 2. Additional Services

Exhibit A may be modified, from time to time, upon agreement of the parties. If Producer requests modified or additional Services, Contractor shall provide Producer with an estimate of changes to the compensation payable and impact upon milestone or completion dates, if any. Contractor shall proceed with such modified or additional Services only upon Producer's written approval.

### 3. Term

Time is of the essence in the provision of Services under this Agreement. Contractor shall commence provision of Services on [DATE]. This Agreement shall terminate upon Contractor's completion of the Services in accordance with Exhibit A, unless earlier terminated in accordance with Paragraph 10 below.

### 4. Consideration

For good and valuable and complete consideration for all rights, property, and promises granted by Contractor herein, the receipt and sufficiency of which Contractor hereby acknowledges, Producer shall:

- remit compensation to Contractor in the form of **[INSERT AGREED-UPON MONETARY OR OTHER CONSIDERATION (e.g., provision of meals, lodging, equipment, materials, experience working, etcetera)]**
- accord Contractor the following title and screen credit on the Film: **[SCREEN CREDIT FOR CREW POSITION]**. All aspects of such credit, including but not limited to placement, size, type, and duration, shall be determined by Producer in Producer’s sole discretion.

## **6. Ownership of Intellectual Property; Work-For Hire**

Contractor acknowledges and agrees that the Services will be rendered as a work-for-hire under the United States Copyright Act in effect as of the date of this Agreement, notwithstanding any changes, modifications, or amendments which may hereafter be made to said Act. Contractor further acknowledges and agrees that the Film, all derivatives, sequels, and versions of the Film, all Contractor’s contributions thereto, all materials used in the production of the Film, all results and proceeds of the Film, and all work product created or developed and Services rendered by Contractor in connection with the Film are created for exclusive use by Producer. Producer shall own all right, title, and interest to the Film and to any ideas, improvements, developments, and other contributions by Contractor to the Film, including, without limitation, worldwide copyrights, moral rights, patents, trademarks, rights of publicity, and any and all other such rights of whatever kind, and the right to obtain registrations, renewals, reissues, and extensions of the same (“Contractor Contributions”). If any Services or Contractor Contributions are determined not to be a work made for hire for Producer, Contractor hereby assigns to Producer all rights throughout the world and in perpetuity, including but not limited to copyright (and all renewals and extensions thereof under any law now or hereafter existing) in such Services and Contractor Contributions. Consistent with those rights, Producer may use, copy, publish, reproduce, distribute, choose not to distribute, assign, alter, or destroy the Film or Contractor Contributions, or any portion thereof in Producer’s sole and absolute discretion, without notice or further compensation to Contractor. Contractor shall acquire no right and has no authority to use the names, characters, artwork, designs, tradenames, copyrighted materials, trademarks, or service marks of Producer in any manner to express or to imply any ownership interests in the Film or any endorsement by Producer of Contractor or Contractor’s Services.

## **7. Editorial and Artistic Control**

Contractor waives any right to interfere with or to prevent the exercise of Producer’s sole and absolute discretion with regard to the Film, including all matters of direction, artistic taste, and judgment. It is understood and agreed that Producer shall retain content, editorial, and technical control of the Services and the Film at all times.

## **8. Confidentiality**

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2

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Contractor acknowledges and agrees that: (a) the Film and all materials and Services related thereto and any information, work in progress, storyboards, concepts, artwork, casting, release dates, locations, trade secrets, or other confidential matter related to the Film and to any other business or projects of Producer constitute confidential information ("Confidential Information"), and (b) that Contractor shall not use, copy or disclose to any person or entity any such Confidential Information, unless such use, copying, or disclosure is necessary to accomplish Contractor's duties hereunder and has been preauthorized in writing by Producer. In keeping with Contractor's confidentiality obligations, Contractor will not directly or indirectly create, circulate, publish, or otherwise disseminate any news story, article, book, social media post, image, interview, or other media concerning the Film without Producer's prior written consent. Immediately upon termination of this Agreement, Contractor agrees to deliver all copies of Producer's property, including, without limitation, Confidential Information, used, maintained, recorded, or accessed by Contractor in the performance of Services.

## **9. Waiver of Publicity Rights; Advertising and Promotion**

Contractor authorizes Producer and other persons and entities designated by Producer to use Contractor's name, voice, biography and likeness in such manner as Producer may determine for promotion and advertising purposes in connection with the Film.

## **10. Insurance**

Producer shall not provide insurance coverage of any kind for Contractor. Contractor shall be solely responsible for obtaining comprehensive general liability insurance coverage, including coverage for bodily injury, personal injury, property damage, contractual liability, and cross-liability. If Contractor owns or uses a vehicle in connection with the Services, including for transportation to and from the Film's location, Contractor must also maintain automobile liability insurance at all times during the term of this Agreement.

## **11. Indemnity and Warranty**

Contractor shall at all times comply with all applicable laws, statutes, ordinances, employment eligibility rules, license, permit, and certificate requirements, and other governmental requirements. Contractor shall indemnify and hold Producer harmless from any and all claims, causes of action, losses, damage, liabilities, costs, and expenses, including attorney fees, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the warranties in this paragraph, arising from the provision of Services by Contractor. Contractor warrants that the Services provided by Contractor and/or work delivered to Producer does not infringe upon or violate the rights of any third party, and that use of same by Producer will not violate or infringe the rights of any person or party.

## **12. Termination**

Producer reserves the right to terminate this Agreement at any time, for any reason or for no reason. Contractor shall be compensated for all Services provided prior to termination, except in the case of Contractor's material breach of Contractor's obligations, covenants, or representations under this Agreement or under any applicable laws, rules, or government regulations.

## **13. Assignment**

This Agreement is personal to Contractor. Neither this Agreement nor any rights or duties hereunder may be assigned or delegated to any other person or entity by Contractor without the prior written consent of Producer. Any such purported assignment or subcontract shall be void.

## **14. Entire Agreement**

This Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement are of no force and effect. This Agreement may be modified only by a writing signed by both parties.

## **15. Governing Law**

This Agreement shall take effect under and be governed by the laws of the State of **[STATE WHERE PRODUCER IS LOCATED]**.

## **16. Authority**

The undersigned warrants and represents that the undersigned has full power and authority to enter into this Agreement, to bind Contractor hereto, and to grant the rights set forth herein.

### **PRODUCER:**

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By:  
Address:  
Telephone Number:

### **CONTRACTOR:**

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By:  
Address:  
Telephone Number:

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**EXHIBIT A**

**[INSERT SPECIFIC JOB DESCRIPTION]**

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